



Australian Government

Defence

ASDEFCON (Complex Materiel) Volume 2 V5.2

Incorporating:

Conditions of Tender

Draft Conditions of Contract

Draft Statement of Work

Released August 2024

Note to External Agencies

External agencies intending to use this template will need to tailor it in order to meet their specific procurement requirements (including relevant internal guidance) and should seek appropriate professional guidance as required.

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Feedback

All feedback on this publication and suggestions for improvement should be sent to:

procurement.ASDEFCON@defence.gov.au.

GENERAL INFORMATION FOR USERS

PURPOSE OF ASDEFCON (COMPLEX MATERIEL) VOLUME 2

1. *ASDEFCON (Complex Materiel) Volume 2* is a tendering and contracting template for use in acquisitions with medium technical risk involving design, development and integration which do not justify the use of *ASDEFCON (Strategic Materiel)*. By using a standard template for these types of acquisitions, the Department of Defence aims to minimise the cost of tendering and the duration of negotiations.
2. For further information on selecting and tailoring *ASDEFCON (Complex Materiel) Volume 2*, template users should refer to the *Contract Template Selection and Tailoring Guide* which can be accessed via the intranet and internet sites listed in paragraph 10.
3. *ASDEFCON (Complex Materiel) Volume 2* is designed for procurements that are both subject to and not subject to the additional rules as detailed in Division 2 of the *Commonwealth Procurement Rules*. For information on whether a procurement is subject to the additional rules refer to the 'Exemptions from Division 2 of the Commonwealth Procurement Rules' which is available here:
<https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules>.

STRUCTURE OF ASDEFCON (COMPLEX MATERIEL) VOLUME 2

4. *ASDEFCON (Complex Materiel) Volume 2* contains the following sections:
 - a. Preliminary pages - including covering letter with Matrix of Changes attachment;
 - b. Part 1: Conditions of Tender - including annexes;
 - c. Part 2: Draft Conditions of Contract - including attachments; and
 - d. Part 3: Draft Statement of Work - including annexes and a Contract Data Requirements List.

AMENDMENTS TO ASDEFCON (COMPLEX MATERIEL) VOLUME 2

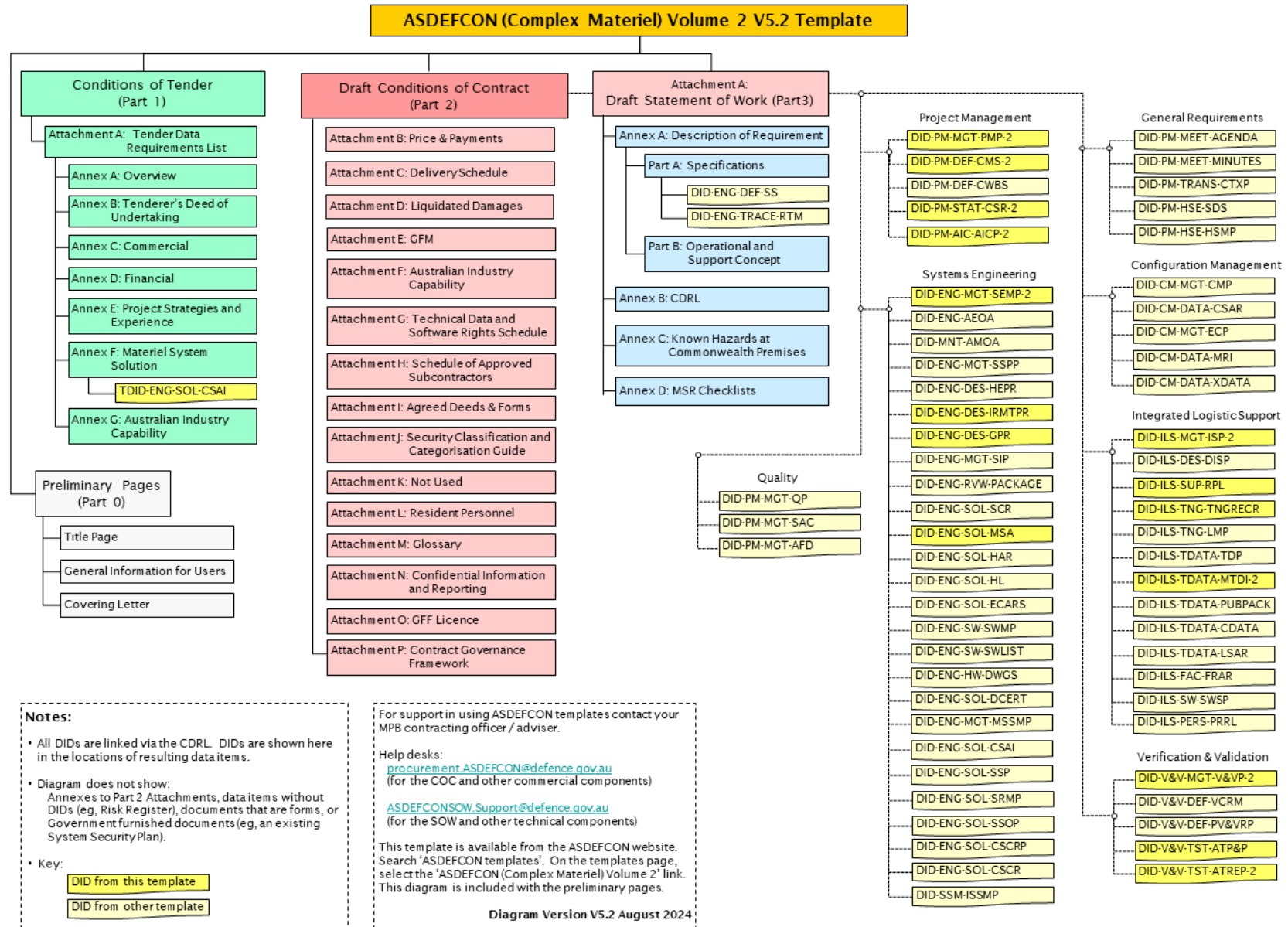
5. *ASDEFCON (Complex Materiel) Volume 2* is a dynamic document that will be amended on an "as required" basis to reflect changes in legislation, policy and procurement practices. Amendments to *ASDEFCON (Complex Materiel) Volume 2* will be released through updates to the current version or the issue of a new version of the template. All updated and new versions will be issued on the intranet and internet at the sites listed in paragraph 10.
6. Template users are also welcome to suggest changes to the template by emailing: procurement.ASDEFCON@defence.gov.au.

CONTRACTING ASSISTANCE AND HELP DESK

7. Drafters requiring contracting advice or assistance should approach their Group or Divisional contracting support areas in the first instance. If the relevant support officer is not known, drafters should contact the relevant Executive Director Contracting (EDCON) in their respective Contracting Services area.
8. For *ASDEFCON* advice, including proposed updates to or advice regarding the templates please email: procurement.ASDEFCON@defence.gov.au.
9. The Statement of Work and DIDs are managed by *ASDEFCON SOW Policy*. If you have any queries relating to this area please email: ASDEFCONSOW.Support@defence.gov.au.

DISSEMINATION OF ASDEFCON (COMPLEX MATERIEL) VOLUME 2

10. *ASDEFCON (Complex Materiel) Volume 2* can be downloaded from the Defence intranet via the 'ASDEFCON Suite of Tendering and Contracting Templates' webpage at the following address:
<http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>
or from the CASG internet site by following the 'Procurement in Defence' link to the following address:
<https://www.defence.gov.au/business-industry/procurement/contracting-templates/asdefcon-suite>





Australian Government
Defence

[INSERT DEFENCE GROUP]
[INSERT DIVISION]
[INSERT ADDRESS]
[INSERT CONTACT DETAILS]

[INSERT TENDERER'S ADDRESS]

You are invited to submit a tender in response to RFT [INSERT RFT NUMBER] to provide [INSERT DESCRIPTION OF SUPPLIES].

[INSERT BACKGROUND AND PROJECT PHASE INFORMATION]

This RFT has been prepared utilising the *ASDEFCON (Complex Materiel) Volume 2* template, with material amendments to the template identified in the Matrix of Changes at Attachment A to this letter. While all care is taken by the Commonwealth in preparing Attachment A, it is a summation and therefore may not be complete and accurate. Tenderers should not exclusively rely on Attachment A to identify template changes in this RFT and should exercise independent skill and judgement in reading and understanding this RFT and in preparing any tender.

Tenders are to be submitted by the Closing Time specified in the Tender Details Schedule. Any questions in relation to this RFT should be directed to the Contact Officer specified in the Tender Details Schedule.

Option: For when classified information forms part of the RFT.

Note to drafters: Classified information should not be included as part of a RFT except in exceptional circumstances. Where the RFT is to include classified information, drafters should consult with their Project Security Officer.

The following documents forming part of this RFT are classified as follows:

[DRAFTER TO INSERT LIST OF RELEVANT DOCUMENTS AND THEIR CLASSIFICATION PRIOR TO RFT RELEASE]

Separate provisions for receipt of or access to classified information will be made. Application to receive or view the documents is to be made in writing to the Contact Officer specified in the Tender Details Schedule.

Subject to the Conditions of Tender, the proposed schedule for evaluation and negotiation is:

[INSERT RELEVANT PROJECT DATES].

Tenderers should note that the above schedule is subject to change at any time and is not to be relied on by tenderers as final and definitive.

Yours sincerely

[INSERT RELEVANT SIGNATORY]

[INSERT DATE]

Attachments:

A. Matrix of Changes

ATTACHMENT A

MATRIX OF CHANGES

Note to drafters: Drafters should complete the Matrix of Changes prior to submission of the RFT to the Project Director or delegate approving the RFT. The Project Director or delegate approving the RFT is responsible for ensuring that, wherever possible, the form of the template is adhered to and project specific tailoring of the RFT (particularly the non-SOW aspects) is kept to a minimum. This will help improve standardisation and reduce the cost of tendering.

The Project Director or delegate approving the RFT is also responsible for ensuring that the completed Matrix of Changes and a copy of the RFT package is provided to the ASDEFCON and Contracting Initiatives Directorate at procurement.ASDEFCON@defence.gov.au upon release of the RFT. This information will be used for internal analysis and ongoing improvements to the template.

When providing these documents to the ASDEFCON and Contracting Initiatives Directorate, the covering email should identify the project/procurement name, the version number of the template, and the contracting officer, Legal Service Provider and CASG Legal representative (if any) involved in developing the RFT.

Drafters only need to identify material changes to the Conditions of Tender, Conditions of Tender Annexes, Conditions of Contract, Agreed Forms and Deeds in Attachment I and the Glossary in Attachment M. The SOW aspects of the template may require more extensive tailoring to match the work scope of the procurement. Accordingly, SOW changes are not required to be captured in the Matrix of Changes table below.

Part and Title	Amended/New Clause No. and change type (Add/Modify/Delete)	Other clauses affected by the amendment	Details of Change

PART 1 – CONDITIONS OF TENDER

TENDER DETAILS SCHEDULE

RFT Number:	[INSERT NO.]						
RFT Name:	[INSERT NAME OF CAPABILITY / SYSTEM]						
Division 2 of CPRs:	<p>Note to drafters: Select 'do' or 'do not' from the clause below as appropriate to the RFT.</p> <p>An electronic version of the CPRs can be accessed at:</p> <p>https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules</p> <p>The additional rules detailed in Division 2 of the CPRs [DO / DO NOT] apply to this procurement.</p>						
Contact Officer: (clause 2.3)	<table border="1"> <tr> <td>Name:</td><td>[INSERT DETAILS]</td></tr> <tr> <td>Address:</td><td>[INSERT ADDRESS]</td></tr> <tr> <td>Email:</td><td>[INSERT EMAIL ADDRESS]</td></tr> </table>	Name:	[INSERT DETAILS]	Address:	[INSERT ADDRESS]	Email:	[INSERT EMAIL ADDRESS]
Name:	[INSERT DETAILS]						
Address:	[INSERT ADDRESS]						
Email:	[INSERT EMAIL ADDRESS]						
Industry briefing: (Optional) (clause 2.6)	<p>An industry briefing will be conducted at [INSERT PLACE] commencing at [INSERT TIME] on [INSERT DATE].</p> <p>Representatives of prospective tenderers at the briefing will be limited to [INSERT NUMBER] personnel. Nominations to attend the briefing are to be forwarded in writing to the Contact Officer by [INSERT TIME / DATE].</p> <p>Option: To be used when a classified industry briefing is required.</p> <p>Representatives of prospective tenderers are to hold a current security clearance at a minimum of [INSERT CLASSIFICATION LEVEL] level. Prospective tenderers are to provide the following additional details for their representatives:</p> <ol style="list-style-type: none"> nationality; date and place of birth; and current security clearance and the Department which issued the clearance. 						
Closing Time: (clause 2.7.3)	<p>Note to drafters: Closing Time must be between 10am - 4pm ACT local time and not fall on a national or local ACT public holiday. This is to ensure that the AusTender Help Desk function is available to tenderers during the Closing Time.</p> <p>[INSERT TIME] local time in the Australian Capital Territory (ACT) on [INSERT DATE].</p>						
Format: (clause 2.7.4)	[INSERT FORMAT]						
Tender Validity Period: (clause 2.8)	[INSERT PERIOD] after the Closing Time (as extended under clause 2.8, if applicable).						
Tender Presentation Location (Optional) (clause 3.1)	[INSERT LOCATION]						

Minimum Content and Format Requirements: (clause 3.3)	<p>Tenders (including all attachments, annexes and supporting documentation) are to be written in English.</p> <p>All measurements in tenders are to be expressed in Australian legal units of measurement unless otherwise specified.</p> <p>Tenders are to include a PDF copy of the Tenderer's Deed of Undertaking in the form of Annex B to the TDRL duly signed by the tenderer.</p>
Conditions for Participation: (Optional) (clause 3.4)	<p><i>Note to drafters: Clause 1.8 should be used if the procurement is undertaken as an open tender, subject to the CPRs and valued over \$4 million (GST inclusive). Clauses 2.4 and 2.5 should be used when the procurement is subject to the additional rules detailed in the CPRs. Conditions for Participation must be limited to those that will ensure that a potential supplier has the legal, commercial, technical and financial abilities to fulfil the requirements of the RFT.</i></p> <p>Clause 1.8 Statement of Tax Record;</p> <p>Clause 2.4 Preparation and Transmission of Classified Tenders; and</p> <p>Clause 2.5 Defence Security Clearance Requirements.</p>

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1 GENERAL CONDITIONS

1.1 Interpretation of Request For Tenders (Core)

- 1.1.1 The Request For Tender (RFT) comprises:
- Part 1 – Conditions of Tender (COT) (including the Tender Details Schedule), the TDRL at Attachment A to the COT and the annexes to the TDRL;
 - Part 2 - draft COC and attachments; and
 - Part 3 - draft SOW and annexes.
- 1.1.2 This RFT is an invitation to treat and, to the extent permitted by law, no binding contract (including process contract) or other understanding on any basis whatsoever will exist between the Commonwealth and a tenderer unless and until a contract is signed by the Commonwealth and the successful tenderer. To the extent permitted by law, the Commonwealth has no liability to the tenderer for any compensation on any basis whatsoever in connection with the tenderer's participation in this RFT.
- 1.1.3 Clause 1.1.2 does not apply to:
- the Tenderer's Deed of Undertaking executed by a tenderer;
 - a confidentiality deed executed by a tenderer; or
 - any other deed or contractual arrangement entered into by the tenderer, as required by the Commonwealth from time to time.
- 1.1.4 The Commonwealth will not be responsible for any costs or expenses incurred by any tenderer in preparation or lodgement of a tender or taking part in the RFT process.
- 1.1.5 In this RFT, unless the contrary intention appears, words, abbreviations and acronyms have the same meaning given to them in the Tender Details Schedule or the draft Contract.
- 1.1.6 If there is any inconsistency between any part of this RFT, a descending order of precedence is to be accorded to the:
- COT (including the Tender Details Schedule);
 - TDRL and the annexes to the TDRL; and
 - draft Contract in accordance with clause 1.6 of the draft COC,
- so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

1.2 Amendment of RFT (Core)

Note to tenderers: When an amendment to the RFT is issued by the Commonwealth it will be through AusTender. Refer to clause 2.7 for further information on AusTender.

- 1.2.1 The Commonwealth may amend this RFT upon giving tenderers timely written notice of an amendment. If the Commonwealth amends this RFT under this clause 1.2.1 after tenders have been submitted, it may seek amended tenders.
- 1.2.2 Tenderers will have no claim against the Commonwealth or any Commonwealth Personnel for any failure to inform a tenderer of an amendment to the RFT, or any failure to seek amended tenders, or any other matter arising in connection with an amendment to the RFT.

1.3 Termination, Suspension or Deferral of RFT (Core)

Option A: For when the procurement is not subject to the additional rules detailed in the CPRs.

- 1.3.1 Without limiting its rights under this RFT, at law or otherwise, the Commonwealth may suspend, defer or terminate the RFT process at any time. The Commonwealth will notify tenderers to this effect.

Option B: For when the procurement is subject to the additional rules detailed in the CPRs.

- 1.3.2 Without limiting its rights under this RFT, at law or otherwise, the Commonwealth may suspend, defer or terminate this RFT process where the Commonwealth determines that:
- it is in the public interest to do so;
 - the Commonwealth is required by law to do so;
 - no tenderer represents value for money;
 - no tenderer meets the Conditions for Participation specified in the Tender Details Schedule if any;
 - no tenderer meets the essential requirements, if any, at clause 3.5; or
 - no tenderer is fully capable of undertaking the Contract,
- and the Commonwealth will notify tenderers to this effect.

1.4 Other Commonwealth Rights (Core)

- 1.4.1 Without limiting its rights under this RFT, at law or otherwise, the Commonwealth may at any stage of the RFT process, exclude a tenderer from further participation in the RFT process:
- if the tenderer is, or was, the contractor or an approved subcontractor under a contract that is, or becomes at any stage during the RFT process, a Project/ Product of Concern. For the purposes of this clause 1.4.1a, 'tenderer' also encompasses any Related Body Corporate, proposed Subcontractors or their Related Bodies Corporate, or special purpose vehicle (in which any of these entities have been involved), and 'Project/ Product of Concern' means any project or sustainment activity identified by the Minister of Defence as a Project/ Product of Concern;
 - if an Insolvency Event occurs in relation to the tenderer or any of its Related Bodies Corporate;
 - if the tender is incomplete or clearly non-competitive; or
 - a representation or warranty given by the tenderer in its tender is false or misleading.
- 1.4.2 Any time or date in this RFT is for the convenience of the Commonwealth. The establishment of a time or date in this RFT does not create an obligation on the part of the Commonwealth to take any action or exercise any right established in the RFT or otherwise.

1.5 Australian Government Requirements (Core)

Note to drafters: Prior to RFT release, the Glossary should be updated to reflect the version of the following documents and policies current at the time of RFT release.

If there are other Commonwealth or Defence policies relevant to the procurement activity, that are not otherwise referenced in the RFT, they can be listed below.

Note to tenderers: Electronic copies of relevant Defence documents are available on the internet at:

- <https://www.defence.gov.au/business-industry/procurement/contracting-templates/asdefcon-suite>

Any other documents required can be provided by the Contact Officer.

- 1.5.1 The Commonwealth will not enter into a Contract with a tenderer which has a judicial decision against it (including overseas jurisdictions but excluding decisions under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid.
- 1.5.2 Tenderers should familiarise themselves with the following Commonwealth policies:
- DI and in particular:
 - Administration and Governance Provision 4 AG4 – Incident reporting and management and the Incident Reporting and Management Manual;

- (ii) Administration and Governance Provision 5, AG5 – Conflicts of interest and declarations of interest and the Integrity Policy Manual; and
- (iii) (iii) People Provision 7, PPL 7 – Required behaviours in Defence and Chapter 3 of the Complaints and Alternative Resolutions Manual;
- b. Financial Policy Gifts and Benefits;
- c. Financial Policy Sponsorship;
- d. Australian Defence Force alcohol policy as detailed in MILPERSMAN Part 4 Chapter 1;
- e. Public Interest Disclosure policy detailed at:
<https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>;
 and
- f. **[DRAFTERS TO INSERT ANY OTHER RELEVANT COMMONWEALTH AND DEFENCE POLICIES THAT REGULATE DELIVERY OF THE SUPPLIES].**

1.6 Workplace Gender Equality (Optional)

Note to drafters: This clause 1.6 must be used for procurements at or above the relevant procurement threshold, which does not meet the exemptions set out at Appendix A to the CPRs. The procurement will be subject to the Workplace Gender Equality Procurement Principles, even if the procurement is specifically exempt from the additional rules detailed in Division 2 of the CPRs as a result of a Defence specific exemption, this clause is to be used.

A list of Defence specific exemptions is found in the factsheet 'Exemptions from Division 2 of the Commonwealth Procurement Rules' which is available here:

<http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>

Note to tenderers: The Workplace Gender Equality Procurement Principles prevent the Commonwealth from entering into contracts with suppliers who are non-compliant under the Workplace Gender Equality Act 2012 (Cth) (WGE Act). In performing any resultant Contract, the tenderer is to comply with its obligations under the WGE Act. Information about the coverage of the Workplace Gender Equality Procurement Principles is available from the Workplace Gender Equality Agency at:

- <https://www.wgea.gov.au/what-we-do/compliance-reporting/wgea-procurement-principles>

- 1.6.1 In accordance with the Workplace Gender Equality Procurement Principles, the Commonwealth will not enter into any resultant Contract with a tenderer who is non-compliant under the Workplace Gender Equality Act 2012 (Cth).

1.7 Procurement Complaints (Core)

- 1.7.1 In the event tenderers wish to lodge a formal complaint regarding this procurement, the complaint is to be directed in writing to: procurement.complaints@defence.gov.au. On the request of the Commonwealth, tenderers are to co-operate with the Commonwealth in the resolution of any complaint regarding this procurement.

Option: For an RFT covered by a public interest certificate.

- 1.7.2 A public interest certificate under the Government Procurement (Judicial Review) Act 2018 (Cth) covering this procurement is in force.

1.8 Statement of Tax Record (Optional)

Note to drafters: This clause must be used when a procurement is conducted by open tender, is subject to the CPRs and has an estimated value over \$4 million (inc GST).

Note to tenderers: The Shadow Economy Procurement Connected Policy imposes obligations on the Commonwealth to obtain from tenderers satisfactory and valid STRs. Further information

about the requirements arising under the Shadow Economy Procurement Connected Policy is available from the Department of Treasury at:

- <https://treasury.gov.au/policy-topics/economy/shadow-economy/procurement-connected-policy>.

- 1.8.1 In accordance with the Shadow Economy Procurement Connected Policy, and subject to clause 1.8.2, a tender is to include all of the satisfactory and valid STRs required from a tenderer under Table A-1.
- 1.8.2 If the tender includes an STR receipt issued by the Australian Taxation Office confirming that the STRs required under Table A-1 were requested prior to the Closing Time, then the tenderer may provide all of the required satisfactory and valid STRs to the Contact Officer within 4 Working Days after the Closing Time.
- 1.8.3 Tenderers are to obtain and hold as at the Closing Time all of the satisfactory and valid STRs required under Table A-1 (or an STR receipt confirming that the STRs required under Table A-1 were requested prior to the Closing Time) of any entity that the tenderer proposes to engage as a direct Subcontractor, if the total value of all work under the Subcontract is expected to exceed \$4 million (inc GST).
- 1.8.4 For the purposes of the RFT, an STR is taken to be:
 - a. **satisfactory** if the STR states that the entity has met the conditions, as set out in the Shadow Economy Procurement Connected Policy, of having a satisfactory engagement with the Australian tax system; and
 - b. **valid** if the STR has not expired as at the date on which the STR is required to be provided or held.

2 TENDER PREPARATION AND LODGEMENT

2.1 Tenderers to Inform Themselves (Core)

- 2.1.1 The tenderer may rely on information in this RFT, or any information communicated or provided to tenderers during this RFT process, for the purposes of preparing its response to this RFT.
- 2.1.2 Subject to clause 2.1.1, the Commonwealth makes no representations or warranties that the information is, or will be, accurate, current or complete.
- 2.1.3 Tenderers are solely responsible for:
 - a. examining this RFT, any documents referenced in or attached to this RFT and any other information made available by the Commonwealth to tenderers in connection with the RFT process;
 - b. obtaining and examining all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their tenders;
 - c. seeking clarification where further information has been communicated or provided to tenderers, or otherwise communicated by the Commonwealth, which is or appears to be inconsistent with the information in this RFT; and
 - d. satisfying themselves that their tender (including tendered prices) is accurate, complete and not misleading.
- 2.1.4 Tenderers are to prepare and lodge their tenders based on the acknowledgements and agreements at the Tenderer's Deed of Undertaking.

Note to tenderers: Requests for advice on the control status of Australian goods and/or services should be forwarded to Defence Export Controls via email at ExportControls@defence.gov.au. Further information on Australian export controls may be found at:

- <https://www.defence.gov.au/business-industry/export/controls>.

- 2.1.5 Tenderers are solely responsible for informing themselves of the export control status of the tendered Supplies and for ensuring their compliance with Australian and foreign government controls related to the export of defence and dual-use goods, including if the export is from an

Australian contractor to an overseas Subcontractor or Related Body Corporate for the purposes of providing the Supplies to the Commonwealth.

2.2 Tender Preparation (Core)

- 2.2.1 Tenderers are to complete and provide the information requested in the annexes to the TDRL and are to do so in the manner requested in the annexes.
- 2.2.2 Supporting documentation may be provided to enhance the tender. Supporting documentation relevant to a particular volume is to be indicated in that volume.

2.3 Contact Officer for RFT Inquiries (Core)

- 2.3.1 Tenderers are to direct any questions or concerns regarding this RFT in writing to the Contact Officer specified in the Tender Details Schedule.
- 2.3.2 Tenderers may submit questions or concerns to the Contact Officer up until five Working Days prior to the Closing Time specified in the Tender Details Schedule.
- 2.3.3 Any question or concern submitted by tenderers is submitted on the basis that the Commonwealth may circulate it and the Commonwealth's response to all other tenderers without disclosing the source of the question or concern, Confidential Information or the substance of the proposed tender.

2.4 Preparation and Transmission of Classified Tenders (Core)

Note to drafters: *Classified information should not be included as part of a RFT except in exceptional circumstances. Where the RFT is to include classified information, drafters should consult with their Project Security Officer.*

Note to tenderers: *For information on preparation and transmission of classified tenders and for access to the DSPF, tenderers should contact the Contact Officer.*

- 2.4.1 Classified information in tenders is to be avoided where possible. If this cannot be achieved, tenders containing classified information are to be prepared and transmitted as follows:
- for Australian tenders, in accordance with Principle 71 of the DSPF; and
 - for overseas tenders, in accordance with the applicable industry security information system regulations issued by the appropriate government security authority in their country. If transmission involves transmission by diplomatic bag, the overseas tenderer is to use the diplomatic bag of its own government.

Option: *For an RFT involving classified information.*

- 2.4.2 Tenderers are to classify information in their tenders in accordance with the Security Classification and Categorisation Guide at Attachment J to the draft Contract.

- 2.4.3 If only part of a tender contains classified information, that part may be segregated from the remainder of the tender for separate transmission. However, both parts of the tender are subject to the Closing Time specified in the Tender Details Schedule. Care should therefore be taken to ensure that sufficient time is allowed for tenders to be received by the Closing Time when secure means of transmission are used.

2.5 Defence Security Clearance Requirements (Core)

Note to Drafters: *Where the procurement involves weapons or explosive ordnance, drafters are to obtain the DSVS's approval for the security-related aspects of the request documentation prior to release.*

- 2.5.1 On request by the Commonwealth, the tenderer is to comply with the Commonwealth security clearance and accreditation process as detailed in Principles 23, 40, 72 and 73 of the DSPF, including obtaining the level of security clearance and accreditations required by the Commonwealth.

2.6 Industry Briefing (Optional)

- 2.6.1 An industry briefing will be conducted in accordance with the details specified in the Tender Details Schedule.

- 2.6.2 Industry briefings are conducted for the purpose of providing background information only. Tenderers should note the effect of clauses 1.2.1 and 2.1.4. Tenderers should not rely on a statement made at an industry briefing as amending or adding to this RFT, unless that amendment or addition is confirmed by the Commonwealth in writing.

2.7 Lodgement of Tenders (Core)

Note to tenderers: The Closing Time will also be displayed in the relevant AusTender webpage together with a countdown clock that displays in real time the amount of time left until Closing Time (for more information please see AusTender Terms of Use). For the purposes of determining whether a tender response has been lodged before the Closing Time, the countdown clock will be conclusive.

- 2.7.1 AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this RFT, tenderers are to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at:
<https://help.tenders.gov.au/terms-of-use/>.
- 2.7.2 All queries and requests for AusTender technical or operational support are to be directed to:
AusTender Help Desk
Telephone: 1300 651 698
International: +61 2 6215 1558
Email: tenders@finance.gov.au
The AusTender Helpdesk is available between 9am and 5pm Australian Capital Territory (ACT) local time, Monday to Friday (excluding ACT and national public holidays).
- 2.7.3 Tenders are to be lodged electronically via AusTender (<https://www.tenders.gov.au/>) before the Closing Time specified in the Tender Details Schedule in accordance with the tender lodgement procedures set out in this RFT and on AusTender.
- 2.7.4 Tenders are to be lodged in the format specified in the Tender Details Schedule. All file names should:
- sufficiently identify the tenderer including by their name; and
 - reflect the parts of the response they represent, where the response comprises multiple files.
- 2.7.5 Tender files should not exceed a combined file size of 500 megabytes per upload.

2.8 Tender Validity Period (Core)

- 2.8.1 The Commonwealth requires that tenders submitted in response to this RFT remain open for acceptance during the Tender Validity Period specified in the Tender Details Schedule.

Note to drafters: if this extension period is inappropriate, specify another period of extension.

- 2.8.2 If this procurement is suspended under the *Government Procurement (Judicial Review) Act 2018* (Cth), the Tender Validity Period is extended by the period of suspension, up to **[twice the period of the Tender Validity Period specified in the Tender Details Schedule]**.
- 2.8.3 Without limiting clause 2.8.2, the Commonwealth may request an extension of the Tender Validity Period.

2.9 Alterations, Erasures and Illegibility (Core)

- 2.9.1 Any alterations or erasures made to a tender by a tenderer are to be initialled by that tenderer. Tenders containing alterations or erasures that are not initialled or pricing or other information that is not stated clearly and legibly may be excluded from consideration.

2.10 Unintentional Errors of Form (Optional)

Note to drafters: *This clause must be used when the procurement is subject to the additional rules detailed in the CPRs.*

- 2.10.1 If the Commonwealth considers that there are unintentional errors of form in a tender, the Commonwealth may request the tenderer to correct or clarify the error but will not permit any material alteration or addition to the tender.

2.11 Confidentiality (Core)

- 2.11.1 The Commonwealth may require a tenderer to execute a deed of confidentiality before being provided with some or all of the information included in the RFT. Whether or not such a deed is required, and without limiting a tenderer's obligations under the deed, tenderers are to treat the RFT and any information provided to tenderers by or on behalf of the Commonwealth in connection with the RFT process as confidential and not disclose or use that information except as strictly required for the purpose of developing a tender in accordance with the RFT.
- 2.11.2 In accordance with paragraph 7.21 of the CPRs, the Commonwealth will treat tenders as confidential before and after the award of any resultant Contract.
- 2.11.3 Despite clause 2.11.2, the Commonwealth may disclose information:
- if required by law or statutory or portfolio duties, or required for public accountability reasons, including following a request by parliament or a parliamentary committee;
 - for the purpose of defending any claim or proceeding in relation to the RFT process or any resultant Contract;
 - in the public domain otherwise than due to a breach of confidence; or
 - as contemplated under clause 2.13.

2.12 Probity Assurance (Core)

Note to tenderers: *Tenderers should note that the Tenderer's Deed of Undertaking sets out a number of acknowledgements and undertakings to be given by tenderers, including in relation to probity, conflict of interest and bribery.*

- 2.12.1 The Commonwealth may exclude a tender from further consideration if in the opinion of the Commonwealth, the tenderer fails to comply with clause 4 of the Tenderer's Deed of Undertaking. The Commonwealth may exclude a tender from further consideration if the tenderer, any of its Related Bodies Corporate or any officer of any of them has been convicted of bribery of Commonwealth, State, Territory or foreign government officials at any time during the last seven years.

2.13 Use of Tender Documents (Core)

- 2.13.1 All tender documents submitted in response to this RFT become the property of the Commonwealth and the Commonwealth may use, retain and copy the information contained in those documents for the purposes of:
- evaluation and selection of any tender;
 - preparation and negotiation of any resultant Contract with respect to the RFT; and
 - verifying the currency, consistency and adequacy of information provided under any other RFT process conducted by the Commonwealth.
- 2.13.2 The Commonwealth may disclose tender documents to a third party for the purposes of assisting the Commonwealth in the conduct of the RFT process and for the purposes contained in clause 2.13.1. The Commonwealth may obtain appropriate confidentiality undertakings from the third party prior to disclosure.
- 2.13.3 Nothing in this clause 2.13 changes or affects the ownership of IP in the information contained in the tender documents.

2.14 Part and Joint Tenders (Core)***Option A: For when part tenders will not be considered.***

2.14.1 The Commonwealth will not consider a tender for part of the Supplies.

Option B: For when part tenders will be considered.

2.14.2 The Commonwealth will consider a tender for part of the Supplies.

2.14.3 Without limiting the Commonwealth's rights, the Commonwealth intends to enter into a contract with a single legal entity that will be the party responsible for the performance of any resultant Contract. If tenderers submit a consortium tender for the Supplies, the consortium tender is to:

- a. include in the tender the information sought in the RFT for each member of the consortium;
- b. describe in detail in the tender the relationship between each member of the consortium and the structure proposed for management of the consortium, including nominating a single point of contact for all communications in relation to this RFT;
- c. provide in the tender that each member of the consortium is jointly and severally liable for the performance of all members of the consortium under any resultant Contract or that one member of the consortium will be fully liable for the performance of all members of the consortium; and
- d. include such other information that the Commonwealth requires to undertake a risk assessment of the proposed consortium tender.

2.14.4 The Commonwealth will not consider a joint tender other than a tender submitted in accordance with clause 2.14. A reference to tenderer in this RFT is a reference to each member of the consortium.

2.15 Alternative Proposals (Core)

2.15.1 The Commonwealth may consider an alternative proposal submitted by a tenderer that does not comply with the requirements of the RFT. Any alternative proposal is to be submitted in accordance with this clause 2.15.

2.15.2 The Commonwealth will not consider an alternative proposal unless the alternative proposal:

- a. is submitted together with a tender that addresses the requirements of the RFT;
- b. is clearly identified as an alternative proposal submitted under this clause 2.15;
- c. complies with all essential requirements identified in the RFT;
- d. is fully described by the tenderer, including:
 - (i) the advantages, disadvantages, limitations and capability of the alternative proposal; and
 - (ii) the extent to which the adoption of the alternative proposal would impact upon the tender that addresses the requirements of the RFT including any financial impact, impact on the provision of the Supplies and any other consequences of the alternative proposal; and
- e. contains sufficient and verifiable supporting information and data to enable a comparison of the alternative proposal against other tenders.

2.15.3 For the avoidance of doubt, alternative proposals are not required to constitute a complete tender that addresses all of the requirements of the RFT.

2.16 Substitution of Tenderer (Core)

2.16.1 If during the period following the submission of the tender and prior to execution of any resultant Contract with the successful tenderer, there occurs:

- a. an Insolvency Event in respect of a tenderer; or

- b. any other event that has the effect of substantially altering the composition or control of the tenderer or the business of the tenderer,

the Commonwealth may allow, on such terms as the Commonwealth considers appropriate, the substitution of that tenderer with another legal entity upon receipt of a joint written request from or on behalf of the tenderer and the other legal entity.

- 2.16.2 If no request for substitution is made, or the Commonwealth chooses not to allow the substitution under clause 2.16.1, the Commonwealth may decide not to consider the tender any further or, in considering it, may take into account the impact of the event on the information provided in the tender.
- 2.16.3 If the Commonwealth allows the substitution under clause 2.16.1, the Commonwealth will evaluate the tender in its original form prior to the event, except that the impact of the event on the information provided in the tender may be taken into account.

3 EVALUATION OF TENDERS

3.1 Tender Presentations (Optional)

- 3.1.1 The Commonwealth may, after the Closing Time specified in the Tender Details Schedule and having provided tenderers with reasonable notice, require any or all tenderers to provide a presentation on their respective tenders at the Tender Presentation Location specified in the Tender Details Schedule.

3.2 Evaluation and Process (Core)

- 3.2.1 Tenders will be evaluated on the basis of best value for money consistent with Commonwealth procurement policies, utilising the tender evaluation criteria at clause 3.11.
- 3.2.2 The Commonwealth may at any time during the RFT process:
 - a. obtain additional information (whether that information is obtained through the RFT process or by any other means) relevant to the tenderer's tender;
 - b. use material tendered in response to one evaluation criterion in the evaluation of other criteria;
 - c. seek clarification or additional information from, and enter into discussions with, any or all of the tenderers in relation to their tender;
 - d. shortlist one or more tenderers;
 - e. conduct Offer Definitions and Improvement Activities (ODIA); or
 - f. visit the tenderers' or proposed Subcontractors' facilities.
- 3.2.3 In assessing tenders, the Commonwealth may take into account any supporting documentation provided under clause 2.2.2 and 3.2.2a.

3.3 Minimum Content and Format Requirements (Core)

Note to drafters: When the procurement is subject to the additional rules detailed in the CPRs 'will' is to be selected from the following clause. When the procurement is NOT subject to the additional rules detailed in the CPRs, 'may' is to be selected and 'Subject to clause 2.10' is to be deleted.

- 3.3.1 **[Subject to clause 2.10]**, the Commonwealth **[MAY/WILL]** exclude a tender from further consideration if the Commonwealth considers that the tender does not comply with any of the Minimum Content and Format Requirements specified in the Tender Details Schedule.

3.4 Conditions for Participation (Optional)

Note to drafters: This clause must be used when the procurement is subject to the additional rules detailed in the CPRs and Conditions of Participation are included in the Conditions of Tender, such as when optional clause 1.8 (Statement of Tax Record) is used.

- 3.4.1 The Commonwealth will exclude a tender from further consideration if the Commonwealth considers that the tenderer does not comply with the Conditions for Participation specified in the Tender Details Schedule.

3.5 Essential Requirements (Optional)

Note to drafters: This clause is to be used if the draft SOW contains essential requirements. When the procurement is subject to the additional rules detailed in the CPRs, 'will' is to be selected from the following clause. When the procurement is NOT subject to the additional rules detailed in the CPRs, 'may' is to be selected.

- 3.5.1 The Commonwealth [MAY/WILL] exclude a tender from further consideration if the Commonwealth considers that the tender does not comply with a requirement identified as essential in the draft SOW.

3.6 Offer Definition and Improvement Activities (Optional)

Note to drafters: Include the following clauses if ODIA will be conducted, or if the Commonwealth wishes to retain the option to conduct an ODIA as part of the RFT process. If not required, mark clause 3.6 as 'Not used'. Refer to the ODIA Better Practice Guide for further information.

- 3.6.1 The Commonwealth may, as part of the RFT process, conduct ODIA with one or more tenderers in order to clarify, improve and maximise value for money of tenders for the Commonwealth.
- 3.6.2 Where the Commonwealth elects to conduct ODIA, the Commonwealth may issue an ODIA process document to tenderers shortlisted to participate in the ODIA process that provides further details of the ODIA process and specific terms and conditions governing the ODIA process.
- 3.6.3 The Commonwealth may refuse to conduct, or to further conduct, ODIA with a tenderer if the tenderer fails to comply with the requirements of a process document issued to the tenderer under clause 3.6.2.

Note to drafters: Drafters may include additional tenderer engagement activities in the list below.

- 3.6.4 ODIA may include the following:
- a. clarification;
 - b. submission of additional information;
 - c. discussions with tenderers;
 - d. provision of feedback to tenderers;
 - e. workshops;
 - f. site visits;
 - g. product demonstration and testing and user trials;
 - h. improved definition and refinement of draft plans and programs;
 - i. assessment of capabilities; and
 - j. submission of final tenders upon completion of ODIA.
- 3.6.5 As part of the ODIA process, the Commonwealth may make changes to the draft Contract and require tenderers to amend their tenders to reflect the changes.
- 3.6.6 Without limiting clause 1.1.4, the Commonwealth will not be responsible for any costs or expenses incurred by any tenderer in participating in the ODIA process.

3.7 Negotiation (Core)

- 3.7.1 The Commonwealth may engage one or more tenderers in negotiations, which may involve tenderers being asked to:
- a. clarify, improve or consolidate any of the technical, commercial, legal, financial and operational aspects of their tenders; or
 - b. enter into an agreement with the Commonwealth relating to the terms of the detailed engagement with that tenderer.

3.8 Preferred Tenderer Status (Core)

- 3.8.1 The Commonwealth may select a tenderer as preferred tenderer, but such selection:

- a. does not affect or limit the Commonwealth's rights or the tenderer's obligations under the RFT; and
- b. is not a representation that a contract will be entered into between the Commonwealth and that tenderer,

and the Commonwealth may recommence or commence negotiations under the RFT with any other tenderer whether or not a tenderer has been selected as preferred tenderer.

3.9 Cost Investigation of Tenders (Core)

Note to tenderers: The Commonwealth may refer to the Defence Cost Principles in considering whether the costs that the Contractor seeks to recover under the Contract are reasonable. The Defence Cost Principles can be accessed via the 'Contracting in CASG' webpage on the 'Doing Business with Defence' internet site at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/cost-principles>.

- 3.9.1 For the purposes of evaluating a tender, Commonwealth Personnel may conduct a cost investigation of the tendered price. On request by the Commonwealth the tenderer is to facilitate any such cost investigation.

3.10 Debriefing of Tenderers (Core)

- 3.10.1 Tenderers will be notified whether they have been successful or unsuccessful and may request an oral or written tender debriefing. Tenderers requiring a debriefing should contact the Contact Officer specified in the Tender Details Schedule.
- 3.10.2 Tenderers will be debriefed against the evaluation criteria contained in clause 3.11.

3.11 Tender Evaluation Criteria (Core)

Note to drafters: Additional or alternative evaluation criteria may be included in the following list where appropriate. Drafters should only include criteria that will be used by the Commonwealth during tender evaluation. In the event of amendment to the list, drafters should also ensure that the evaluation items (eg TDRs) are accurately mapped against the criteria.

- 3.11.1 Subject to clause 3.2, the criteria to be applied for the purposes of evaluation are those set out in column (a) in the following table. The criteria are not in any order of importance. For each of these criteria, column (b) in the table sets out an indicative, non-exhaustive list of the subordinate criteria to be applied in the evaluation of that criterion. The evaluation items that the Commonwealth may take into account when assessing tenders against key criteria and subordinate criteria are listed in column (c).

Note to drafters: Entries in the table below are sub-clauses to the clause 3.11 above, to enable cross-referencing if necessary (e.g. Key Criteria a is sub-clause 3.11a). Drafters should continue this numbering structure when adding or deleting criteria.

Note to drafters: Amend the following table to suit the requirements of the project, particularly to amend the evaluation items in column (c) to align with the COT Annexes.

Key Criteria Column (a)	Subordinate Criteria Column (b)	Evaluation Items Column (c)
<p>a. the suitability of the tenderer to perform the obligations in the draft Contract.</p> <p>Note to tenderers: If the Commonwealth takes an adverse view of tenderer past performance or proposes to exclude the tenderer from further consideration based on information collected under this criterion, the Commonwealth may request further information from the tenderer in accordance with clause 3.2.2c.</p>	<ol style="list-style-type: none"> 1. past performance of contractual obligations by the tenderer, including involvement in any contract that is or has been listed as a Project/ Product of Concern. For the purposes of this subordinate criterion, tenderer also encompasses any Related Body Corporate, proposed Approved Subcontractor or their Related Body Corporate, or special purpose vehicle (in which any of these entities have been involved). 2. the nature and health of the tenderer's or proposed Approved Subcontractors' previous contractual relationships and behaviour. 3. the proposed corporate structure of the tenderer and proposed Approved Subcontractors, including for any Related Bodies Corporate, and the financial and corporate viability of the tenderer and proposed Approved Subcontractors to fulfil Contract obligations. 	<ul style="list-style-type: none"> • Tenderers Profile and Past Experience, Annex A • Schedule of Proposed Subcontractors, Annex A • Statement of Non-Compliance, Annex A • Relevant, Annex E • Project Strategy, Annex E • Financial Reports (from credit agencies) • Information otherwise obtained by the Commonwealth
<p>b. the extent to which the tendered solution for the Mission System and Support System is assessed as being capable of meeting the end user, operator and other capability needs and the function, performance and other requirements stated in the draft SOW including the specifications.</p>	<ol style="list-style-type: none"> 1. the extent to which the tendered solutions for the Mission System(s) and Support System satisfy the end user, operator and other capability needs set out in the draft SOW, including the Description of Requirement Part B – Operational and Support Concepts. 2. the extent to which the tendered solutions for the Mission System(s) and Support System are assessed as meeting the requirements specified in the Description of Requirement Part A – Specification, including performance requirements, interface requirements, and design, life-cycle and legislative constraints. 3. the assessed level of risk relating to the achievement of the end user, operator and other capability needs and the specified requirements. 	<ul style="list-style-type: none"> • Statement of Non-Compliance, Annex A • Technical Data and Software Rights, Annex C • Risk Assessment, Annex E • Materiel System Solution, Annex F • Australian Industry Capability, Annex G

Key Criteria Column (a)	Subordinate Criteria Column (b)	Evaluation Items Column (c)
<p>c. the extent to which the tenderer is assessed as being able to deliver the Supplies in accordance with the tendered Delivery Schedule and the requirements of the draft SOW.</p>	<ol style="list-style-type: none"> 1. the credibility of the tendered execution plan for delivering the Supplies in accordance with the draft Contract, including the draft Contract Work Breakdown Structure, Contract Master Schedule and Delivery Schedule, Key Staff Positions and Risk Assessment. 2. the integrity, maturity and suitability of the tenderer's technical strategies, processes, organisation and capabilities needed to deliver conforming Mission System(s) in accordance with the tendered Delivery Schedule and the requirements of the draft SOW. 3. the integrity, maturity and suitability of the tenderer's technical strategies, processes, organisation and capabilities needed to design a conforming Support System and deliver the required Support System elements in accordance with the tendered Delivery Schedule and the requirements of the draft SOW. 4. the integrity, maturity and suitability of the tenderer's overall management strategies, processes, organisation and capabilities needed to manage the development, implementation and delivery of conforming Supplies in accordance with the tendered Delivery Schedule and the requirements of the draft SOW. 5. the tenderer's compliance with the draft SOW and the assessed level of risk relating to this compliance. 	<ul style="list-style-type: none"> • Tenderer's Profile and Past Experience, Annex A • Statement of Non-Compliance, Annex A • Tender Pricing Information – Specific Requirements (Delivery Schedule), Annex D • Project Strategies and Experience, Annex E • Mission System, Annex F • Materiel System Solution, Annex F
<p>d. tendered prices and pricing structure, including the proposed payment schedules and factors relating to Life Cycle Cost.</p>	<ol style="list-style-type: none"> 1. the compliance with price and payment provisions and the assessed level of risk relating to this compliance, including the degree of exposure to adjustments for fluctuation in exchange rates and in the cost of labour and materials. 2. the assessed value to Defence of the proposed overall pricing structure including Milestones, and whether the overall pricing structure reflects the allocated risk 	<ul style="list-style-type: none"> • Statement of Non-Compliance, Annex A • Financial, Annex D • Risk Assessment, Annex E • Government Furnished Material, Annex E (if required)

Key Criteria Column (a)	Subordinate Criteria Column (b)	Evaluation Items Column (c)
	<p>profile, including the risks inherent in the tenderer's offer.</p> <p>3. the cost risk and cost drivers associated with acquiring, operating, supporting and disposing of the tendered solution.</p>	<ul style="list-style-type: none"> Government Furnished Facilities, Annex E (if required) Australian Industry Capability, Annex G <p>Note to tenderers: Tenderers should be aware that the evaluation of the tendered price will not only include an assessment of the tendered costs, but also Life Cycle Cost factors such as ongoing support costs, operational costs and Not-To-Exceed (NTE) spares costs.</p>
e. the extent to which the tender satisfies the commercial requirements of the draft Contract and the assessed commercial risks relating to entering into a Contract with the tenderer that is acceptable to the Commonwealth.	<p>1. the extent to which the tenderer proposed Technical Data and Software rights would enable the Commonwealth to achieve the through life operation, sustainment and enhancement objectives for the Materiel System.</p> <p>2. the tenderer's compliance with the draft Contract.</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>Option: This subclause must be used when the procurement is valued at more than \$1 million.</p> </div> <p>3. the extent to which the tenderer's proposal will achieve economic benefit for the Australian economy.</p>	<ul style="list-style-type: none"> Tenderers Profile and Past Performance, Annex A Schedule of Proposed Subcontractors, Annex A Statement of Non-Compliance, Annex A Commercial, Annex C Risk Assessment, Annex E Government Furnished Material, Annex E (if required) Government Furnished Facilities, Annex E (if required) Overall Project Strategy, Annex E Draft Support System Technical Data List, Annex F

Key Criteria Column (a)	Subordinate Criteria Column (b)	Evaluation Items Column (c)
		<ul style="list-style-type: none"> • Draft Software List, Annex F • Australian Industrial Capability, Annex G
f. the extent to which the tenderer's proposal achieves the Australian Industry Capability (AIC) Objectives and satisfies the AIC requirements of the draft Contract.	<ol style="list-style-type: none"> 1. the extent to which the tenderer's proposal satisfies each of the AIC Objectives while balancing other Contract and project / program objectives, including the ADF Capability Objectives. 2. the tenderer's compliance with the AIC requirements of the draft Contract and the assessed level of risk relating to this compliance. 3. the extent to which the tenderer's proposal satisfies the Australian Industry Activity (AIA) requirements of the draft Contract (if any), including in relation to the scope, quality and sustainability of tenderer-proposed Industrial Capabilities to satisfy these requirements. 4. the extent to which the tenderer's proposal promotes the use and development of Australian Industry, particularly Small to Medium Enterprises (SMEs), including in relation to the development of new or enhanced Industrial Capabilities through the transfer of knowledge and technology. 5. the quality of any tenderer-proposed opportunities to enhance its offer in relation to AIC when assessed against the AIC Objectives. 6. past performance of AIC related obligations by the tenderer. For the purposes of this subordinate criterion, 'tenderer' also encompasses any Related Body Corporate, proposed Approved Subcontractor and their Related Body Corporate, and any special purpose vehicle (in which any of these entities have been involved). 	<ul style="list-style-type: none"> • Australian Industry Capability, Annex G • Statement of Non-Compliance, Annex A • Schedule of Proposed Subcontractors, Annex A • Technical Data and Software Rights Schedule, Annex C • Financial, Annex D • Overall Project Strategy, Annex E • Contract Work Breakdown Structure and Dictionary, Annex E • Materiel System Solution, Annex F

ATTACHMENT A

TENDER DATA REQUIREMENTS LIST

Note to drafters: The following TDRL is provided for guidance only and may be amended as required.

Tender Data Requirement Number	Tender Response Volume
	Volume 1: Overview / Tenderer's Deed of Undertaking
A-1	Executive Summary (Core)
A-2	Tenderer's Profile and Past Performance (Core)
A-3	Schedule of Proposed Subcontractors (Core)
A-4	Statement of Non-Compliance (Core)
B-1	Tenderer's Deed of Undertaking (Core)
	Volume 2: Commercial
C-1	Importation of Supplies and Export Approvals (Core)
C-2	Liability (Core)
C-3	Insurance (Core)
C-4	Defect Rectification (Core)
C-5	Technical Data and Software Rights (Core)
C-6	Economic Benefits to the Australian Economy (Core)
	Volume 3: Financial
	Note to tenderers: Tender price information should be included in this volume only
D-1	Tendered Pricing Information - General Requirements (Core)
D-2	Tendered Pricing Information – Specific Requirements (Core)
D-3	Adjustments (Core)
D-4	Australian Contract Expenditure (Core)
D-5	Further Quantities and Optional Extras (Optional)
D-6	Cost Reimbursement (Optional)
D-7	Incentive Payments (Optional)
	Volume 4: Project Strategies and Experience
E-1	Project Strategy (Core)
E-2	Relevant Experience (Core)
E-3	Contract Work Breakdown Structure and Dictionary (Optional)
E-4	Contract Master Schedule (Core)
E-5	Staff / Skills Profile (Optional)
E-6	Risk Assessment and Risk Register (Core)
E-7	Defence Industry Security Program Physical and Information / Cyber Security Requirements (Optional)

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E-8	Government Furnished Material (Core)
E-9	Government Furnished Facilities (Optional)
E-10	Government Furnished Services (Optional)
	Volume 5: Materiel System Solution
F-1	Mission System (Core)
F-2	Mission System Technical Documentation Tree (Optional)
F-3	Software List (Optional)
F-4	Equipment Certification to Access the Radiofrequency Spectrum (Optional)
F-5	Cyber Security (Optional)
F-6	Support System (Core)
F-7	Support Resources (Core)
F-8	Problematic Substances in Supplies (Core)
F-9	Environmental Considerations (Optional)
	Volume 6: Australian Industry Capability
G-1	Australian Industry Capability Planning and Business Case (Core)
G-2	Defence-Required Australian Industrial Capabilities (Optional)
G-3	Australian Contract Expenditure Measurement (Core)
G-4	Opportunities to Enhance AIC (Optional)

ANNEX A TO ATTACHMENT A

OVERVIEW (CORE)

1. EXECUTIVE SUMMARY (CORE)

Note to tenderers: The recommended number of pages for the Executive Summary is eight pages of text and a one-page graphic. This recommendation should not be construed as an absolute limit but as guidance to assist the tenderer to ascertain the level of detail required.

- 1.1 Tenderers are to provide an Executive Summary of their tender.
- 1.2 The Executive Summary is not to contain pricing information.
- 1.3 Tenderers are to include, as part of the Executive Summary, an overview of their proposed Materiel System solution. This summary is to identify the major components (or segments / subsystems) of the proposed solution, including the Mission System and the Support System and should be suitable for both non-technical and technical persons.

2. TENDERER'S PROFILE AND PAST PERFORMANCE (CORE)

- 2.1 Tenderers are to provide the following information:
 - a. the tenderer's background and resources relevant to its ability to meet the requirement (including design and development aspects);
 - b. details of any other matters relating to commercial, technical or financial capacity that may materially affect the tenderers ability to perform any resultant Contract, including:
 - (i) the proportionate value of any resultant Contract, if the tender was accepted, in relation to the tenderer's total income and value of work; and
 - (ii) how the tenderer would mitigate risks, including those arising from Subcontracted work, and how it would maintain sufficient cash flow in the event of a delay to a Milestone Payment or other payment under any resultant Contract for any reason;
 - c. identification of any trust or fiduciary capacity in which the tenderer proposes to perform any resultant Contract; and
 - d. particulars of any of the following if they are likely to adversely affect the tenderer's performance of any resultant Contract: civil or criminal litigation or proceeding, actual or threatened, involving the tenderer or its directors, or any Related Bodies Corporate, or the existence of any breach or default of any agreement, order or award binding on the tenderer, or any Related Bodies Corporate, or any judgement or decision.

Note to drafters: Insert the number of contracts below, considering the applicable market size.

- 2.2 Tenderers are to list up to [...INSERT NUMBER EG, three...] relevant contracts, either current or completed in the last five years, that are:
 - a. Australian Defence contracts; or
 - b. other contracts (including contracts under the Global Supply Chain (GSC) program) with comparable scope and complexity,in which the tenderer was the prime contractor or a subcontractor ('**referenced projects**').

Note to tenderers: As guidance, the summary of each referenced project in response to clauses 2.3 and 2.4, should not exceed three pages per contract.

- 2.3 Tenderers are to provide the following details for each referenced project:
 - a. contract title / project name and number, the end customer / user organisation to which the contract relates, and details of the procurement entity (if not Defence);
 - b. for any contracts that are not Australian Defence contracts, the contact details for a manager within the contract management / customer organisation;
 - c. the company division and their responsibility as prime contractor or as a subcontractor;
 - d. a description of products and services provided, and the location and nature of work;
 - e. the contract (or subcontract) commencement and completion dates; and

ANNEX A TO ATTACHMENT A

- f. the approximate Australian dollar value of the contract or subcontract.
- 2.4 Tenderers are to provide a summary, for each referenced project, describing how the referenced project demonstrates that the tenderer has:
- the commercial and program management capabilities necessary to address the complexities of the draft Contract;
 - the technical capabilities (including engineering, Integrated Logistic Support (ILS), Verification and Validation (V&V), and so on) sufficient to address the complexities of design, development, integration and implementation requirements for the proposed solution (described in response to TDR [E](#)) and the draft SOW; and
 - implemented an Australian Industry Capability (AIC) program (or similar obligations in a different country), describing any Industry Capabilities that were created or enhanced, and the role in establishing in-country support for a new system.
- 2.5 Tenderers are to indicate if they, any of their Related Bodies Corporate, or proposed Approved Subcontractors, were a contractor or subcontractor to a project / sustainment activity that has been listed as a Project / Product of Concern in the last three years and, if so, the strategies by which performance improvements would be implemented for any resultant Contract.
- 2.6 Tenderers are to provide a statement as to whether or not they, or any proposed Approved Subcontractors, have had contracts with the Commonwealth terminated early, for any reason, in the last five years. The statement is to describe the circumstances of any such terminations.
- 2.7 Tenderers are to provide a written statement as to whether or not they, and their officers, employees, agents or any proposed subcontractors, have had any non-compliances with the Commonwealth Supplier Code of Conduct. The statement is to include a description of the circumstances of any such non-compliance.

Financial Statements Presubmittal Program or Approved Contractor Viability Program

Note to drafters: *If a tenderer states in its tender that it is participating in the Financial Statements Presubmittal Program (FSPP) or Approved Contractor Viability Program (ACVP), the Defence tender evaluation team should refer to the FSPP or ACVP registers for confirmation.*

Further information on the FSPP and ACVP is available at:

- <http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/683f4f8b-b6af-4a7d-8388-ca7b493a114c>.

Note to tenderers: *The Financial Statements Presubmittal Program (FSPP) permits CASG suppliers to submit tender-related financial information once per year to CASG, rather than as part of each tender.*

Further information on the FSPP and ACVP, including eligibility criteria and the registers of participating suppliers is available at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance/program-guidelines>.

Tenderers not participating in the FSPP or ACVP:

- 2.8 Tenderers that are not currently participating in the FSPP (ie, those that are not listed in the FSPP or ACVP registers as at the time of tender lodgement) are to provide the following information:
- the following details of the tenderer, as applicable:
 - the full name of the tenderer;
 - any trading or business name;
 - if a company, the registered office, principal place of business and an outline of the company structure;
 - the date and place of incorporation;
 - individual shareholders holding 20 percent or more of any issued share capital;
 - particulars of any foreign national or foreign bodies or organisations in a position to exercise or influence control over the tenderer;

ANNEX A TO ATTACHMENT A

- (vii) Related Bodies Corporate;
 - (viii) for a foreign entity, details of its registration, incorporation and place of business in Australia, the name of any Australian representative and its ABN (if any); and
 - (ix) if an Australian company, its ACN/ARBN and ABN as applicable.
- b. copies of Annual Statement of Financial Position, Income Statement and Statement of Cash Flows with the appropriate accompanying notes for the three previous financial years. If the tenderer is part of a group of companies, those documents or the equivalent information is to relate to the tenderer as a single entity, unless granted relief under the relevant Australian Securities and Investments Commission class order.

Tenderers participating in the FSPP or ACVP:

- 2.9 Tenderers that are participating in the FSPP (ie, those that are listed in the FSPP or ACVP registers as at the time of tender lodgement) are to:
- a. state that they are participating in the FSPP and whether they have ACVP status; and
 - b. provide the following details of the tenderer:
 - (i) the full name of the tenderer;
 - (ii) if an Australian company, its ACN/ARBN and ABN as applicable; and
 - (iii) if a foreign entity, details of its registration, incorporation and place of business in Australia, the name of any Australian representative and its ABN (if any).

Option: Include this clause if the procurement is at or above the relevant procurement threshold, and does not meet the exemptions set out at Appendix A to the CPRs.

Note that if a Defence specific exemption from Division 2 of the CPRs applies, this option is still to be used.

Note to tenderers: In performing any resultant Contract, the tenderer is to comply with its obligations under the Workplace Gender Equality Act 2012 (Cth). Information about the coverage of the Workplace Gender Equality Procurement Principles is available from the Workplace Gender Equality Agency at:

- <https://www.wgea.gov.au/what-we-do/compliance-reporting/wgea-procurement-principles>

- 2.10 If the tenderer is a Relevant Employer, the tenderer is to:
- a. provide a current letter of compliance issued by the Workplace Gender Equality Agency (WGEA) as part of its tender; or
 - b. advise that it is a Relevant Employer as part of its tender and provide a current letter of compliance issued by WGEA prior to executing any resultant Contract with the Commonwealth.
- 2.11 For the purposes of clause 2.10, Relevant Employer means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Supplier will continue to be obligated as a Relevant Employer until the number of its employees falls below 80.

Option: This clause must be used when a procurement is conducted by open tender, is subject to the CPRs and has an estimated value over \$4 million (inc GST).

Note to tenderers: The Shadow Economy Procurement Connected Policy obligates the Commonwealth to obtain STRs from tenderers. For information about this policy refer to:

- <https://treasury.gov.au/policy-topics/economy/shadow-economy/procurement-connected-policy>.

- 2.12 Tenderers are to:
- a. provide as part of their tender any of the following STRs that are applicable to the tenderer; and

ANNEX A TO ATTACHMENT A

- b. in accordance with clause 1.8.3 of the Conditions of Tender, obtain and hold any of the following STRs that are applicable to a relevant Subcontractor:

Table A-1: Tenderer / Subcontractor STR requirements

If the tenderer / subcontractor (as the case may be) is:	STRs required:
(a)	(b)
a. a body corporate or natural person;	a satisfactory and valid STR in respect of that body corporate or person;
a. a partner acting for and on behalf of a partnership;	a satisfactory and valid STR: (i) on behalf of the partnership; and (ii) in respect of each partner in the partnership that will be directly involved in the delivery of any resultant Contract or Subcontract (as applicable);
b. a trustee acting in its capacity as trustee of a trust;	a satisfactory and valid STR in respect of the: (i) trustee; and (ii) the trust;
b. a joint venture participant;	a satisfactory and valid STR in respect of: (i) each participant in the joint venture; and (ii) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator;
b. a member of a Consolidated Group;	a satisfactory and valid STR in respect of: (i) the relevant member of the Consolidated Group; and (ii) the head company in the Consolidated Group;
b. a member of a GST Group;	a satisfactory and valid STR in respect of the: (i) the GST Group member; and (ii) the GST Group representative.

- 2.13 If a tenderer has requested any of the STRs required under clause 2.12 but the STR has not been issued by the Australian Taxation Office prior to the Closing Time, the tenderer is to provide as part of their tender the STR receipt issued by the Australian Taxation Office confirming that the STR was requested prior to the Closing Time.

Option: Include these if the procurement is valued at over \$200,000 (GST inclusive).

Note to tenderers: In accordance with the Buy Australian Plan and to support transparency in Australian Government procurements, tenderers for contracts worth over \$200,000 (GST Inclusive) are required to disclose their country of tax residency. For further information, see the Department of the Treasury, Department of Finance and the Australian Tax Office:

- <https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures>;
- <https://www.finance.gov.au/business/buyaustralianplan>; and
- <https://www.ato.gov.au/businesses-and-organisations/international-tax-for-business/working-out-your-residency>.

This information will not be used to exclude a tenderer from participating in the RFT process. Queries relating to the collection and use of data identifying an entity's country of tax residency can be directed to the Department of the Treasury at: MNETaxTransparency@treasury.gov.au.

- 2.14 Tenderers are to provide:

- a. the tenderer's country of tax residency; and

ANNEX A TO ATTACHMENT A

	b. the tenderer's ultimate parent entity's country of tax residency.
2.15	In responding to clause 2.14, if the tenderer or the tenderer's ultimate parent entity has multiple tax residencies, each of the countries of which they are a tax resident shall be disclosed.
2.16	Tie-breaker rules (where an entity is considered a resident of one treaty country only for the purposes of that treaty) are not relevant in determining how to respond to clauses 2.14 and 2.15.

Option: This clause must be used when a procurement has an estimated value above \$4 million (inc GST) and is not subject to a Defence exemption under paragraph 2.6 of the CPRs.

Note to tenderers: The Payment Times Procurement Connected Policy imposes obligations on Commonwealth Contractors with an annual income of over \$100 million to pay invoices under their subcontracts (up to \$1 million (inc GST)) within 20 days. Further information about the Payment Times Procurement Connected Policy is available from the Department of Treasury at:

- <https://treasury.gov.au/small-business/payment-times-procurement-connected-policy>.

2.17 Tenderers are to identify whether or not they are a 'Reporting Entity' for the purposes of the Payment Times Procurement Connected Policy (PT PCP) by ticking the appropriate box.

☐ The tenderer **is** a Reporting Entity.

☐ The tenderer **is not** a Reporting Entity.

Note: A Reporting Entity means a 'Reporting Entity' within the meaning of the Payment Times Reporting Act 2020 (Cth) (PTR Act).

Note to drafters: This clause 2.18 must only be used if the Commonwealth intends to use the PEPPOL framework for any resultant Contract, and the parties agree to use that framework. However, if the Commonwealth Pay On-Time Policy does not apply (refer to the link in the note to tenderers), the PEPPOL framework and this clause should be removed prior to RFT release.

Note to tenderers: The Commonwealth Pay On-Time Policy requires the Commonwealth to make payments within maximum payment terms, depending on the applicability of the Pan-European Public Procurement On-Line (PEPPOL) framework. Maximum payment terms will be:

- 5 days, where the Commonwealth and the Contractor both have the capability to deliver and receive electronic invoices (e-invoices) through the PEPPOL framework and have agreed to use e-invoicing; or
- 20 days where the PEPPOL framework does not apply.

Further information on the Pay On-Time Policy is available at:

- <https://www.finance.gov.au/publications/resource-management-guides/supplier-pay-time-or-pay-interest-policy-rmq-417>

2.18 Tenderers are to include the boxes below in their tender, and identify whether or not the Tenderer has the capability to use electronic invoicing through the Pan-European Public Procurement On-Line (PEPPOL) framework.

☐ The tenderer **does** have the capability for the PEPPOL framework to apply.

☐ The tenderer **does not** have the capability for the PEPPOL framework to apply.

ANNEX A TO ATTACHMENT A

3. SCHEDULE OF PROPOSED SUBCONTRACTORS (CORE)

Draft COC reference: clause 11.9

- 3.1 Tenderers are to provide details in the format of Table A-2 of all proposed Subcontractors that trigger any of the criteria listed in clause 11.9.3 of the draft COC, including details of any exception sought in accordance with clause 11.9.5 of the draft COC for a proposed Subcontractor.

Note to drafters: Insert a number in the clause below that represents a reasonable portion of overall draft Contract scope and risk.

- 3.2 Of the proposed Subcontractors identified in response to clause 11.9.3 of the draft COC, tenderers are to provide the details set out in clause 2.1a, 2.1b and 2.8 or 2.9 of this annex, for the [...INSERT EG, "three" to "ten"...] proposed Subcontracts with the highest work value (ie, excluding any off-the-shelf Supplies). If the proposed Subcontractor has not been identified at the time of tender closing, tenderers are complete the Schedule of Proposed Subcontractors with the extent of information known for the work to be Subcontracted.

- 3.3 If a proposed Subcontractor, under the Subcontract, meets the criteria listed at clause 11.9.3c or 11.9.4 of the draft COC, tenderers are to indicate in Table A-2 that an Approved Subcontractor Deed will be required from the Subcontractor in accordance with clause 11.9.13 of the draft COC.

Note to drafters: This clause 3.4 must be used when a procurement is subject to the Shadow Economy Procurement Connected Policy.

- 3.4 If a proposed direct Subcontractor will provide goods or services with an estimated value of over \$4 million (inc GST) under the Subcontract, the tenderer is to obtain and hold a satisfactory and valid STR from that direct Subcontractor. Tenderers are to identify any such proposed direct Subcontractors in column (i) of Table A-2.

Table A-2: Schedule of Proposed Subcontractors

Proposed Subcontractor and ABN / ACN (if applicable)	Work to be Subcontracted (including technical significance)	CWBS reference	Australian Industry Activities references (if applicable)	Equipment / Supplies	Location of work to be performed (incl. postcode)	Approved Subcontractor Deed required (Yes/No) (see clause 11.9 of draft COC)	Subcontract Value (\$A)	STR required (Yes/No)	Reporting Entity Subcontract or PT PCP Subcontract? (identify which)	Comments
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
[ANZ Subcontractors]										
[Overseas Subcontractors]										

ANNEX A TO ATTACHMENT A

4. STATEMENT OF NON-COMPLIANCE (CORE)

- 4.1 Subject to clause 4.3, if a tenderer does not fully comply with any clause of the annexes to the COT (excluding Annex B), the draft COC and attachments, the draft SOW and annexes, and the draft Data Item Descriptions, it is to state its non-compliances in a Statement of Non-Compliance in the format at Table A-3. Tenderers are to include details of:
- the extent, justification and impact of non-compliance;
 - details of any proposed drafting amendments; and
 - the location in the tender where further non-compliance details and comments (if any) can be found.
- 4.2 Tenderers are to address the ability of the proposed Materiel System solution to comply with and/or otherwise achieve the specified requirements in Annex B to the draft SOW in accordance with TDR F-1.1.
- 4.3 Responses within the format at Table A-3 are to be in the order in which the clauses appear and refer to the relevant clause number, annex, attachment, or DID.
- 4.4 A tenderer will be deemed to be fully compliant with any clause not listed in the Statement of Non-Compliance.

Note to tenderers: Failure to indicate all non-compliances in Table A-3 may constitute false, misleading or deceptive conduct for the purposes of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or Division 137 of the Criminal Code Act 1995 (Cth).

Table A-3: Statement of Non-Compliance Format

	Clause No.	Non-Compliance	Comments	Location in Tender
	(a)	(b)	(c)	(d)
Annexes (excluding Annex B) to the COT				
Draft COC				
Attachments to draft COC				
Draft SOW				
Annexes to the draft SOW (excluding Annexes A and B)				
Draft Data Item Descriptions				

ANNEX B TO ATTACHMENT A

TENDERER'S DEED OF UNDERTAKING (CORE)

Note to tenderers: Tenderers must provide a deed in the following format.

This deed poll is made on the (INSERT DATE)

BY:

(INSERT NAME, ACN/ABN and ARBN if APPLICABLE) ('Tenderer')

1. DECLARATIONS (CORE)

- 1.1 This deed poll is for the benefit of the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 ('Commonwealth').
- 1.2 This deed poll is provided in connection with the Request for Tender [INSERT RFT NUMBER] (RFT) issued by the Commonwealth and the tender ('Tender') submitted by the Tenderer in response to the RFT. Terms defined in the RFT have the same meaning when used in this deed poll.
- 1.3 For the avoidance of doubt, the RFT process includes any ODIA process conducted by the Commonwealth and a reference to a Tender in this deed poll includes a reference to a Tender, or part of a Tender, submitted to the Commonwealth pursuant to any ODIA process.
- 1.4 Each representation and warranty in this deed poll is given:
 - a. as at the date of this deed poll; and
 - b. on each date that the Tenderer resubmits any part of its tender under the RFT.
- 1.5 The Tenderer submits its Tender to provide the Supplies solicited by the RFT at the prices tendered and, subject to the Statement of Non-Compliance included as part of its Tender, in accordance with the draft Contract.

2. ACKNOWLEDGEMENTS (CORE)

- 2.1 The Tenderer acknowledges and agrees:
 - a. to the Commonwealth's rights as set out in the RFT and this deed poll, including the Commonwealth's rights to exclude the Tender;
 - b. that the Tender has been prepared in accordance with the RFT and is accurate, complete and not misleading;
 - c. that the Commonwealth can utilise all relevant information about the Tenderer's performance on Commonwealth procurement activities;
 - d. that the Tenderer has conducted and will conduct itself during the RFT process in a manner that is at least consistent with the requirements set out in the 'Promoting Confidence in Defence Procurement Processes' section of the Defence publication *Defence and the Private Sector – Working With Integrity* which is available at <https://www.defence.gov.au/business-industry/industry-governance/industry-regulations/defence-and-private-sector-working-integrity>;
 - e. that the Tenderer has relied entirely upon its own inquiries and inspection in preparing its Tender;
 - f. that the Tenderer has not relied on any representation, letter, document or arrangement, whether oral or in writing, or other conduct of the Commonwealth, as adding to or amending the RFT, except for any addendum issued by the Commonwealth that expressly add to or amend the RFT;
 - g. that the Tenderer does not have any judicial decisions against it (including overseas jurisdictions but excluding decisions under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid;
 - h. that Defence may provide any information collected or provided during the course of the RFT process (including regarding breaches of workplace relations law, work health and

ANNEX B TO ATTACHMENT A

safety law or worker's compensation law) to other Commonwealth entities or regulatory bodies; and

- i. that Defence, as a Commonwealth entity, is subject to legislative and administrative accountability and transparency requirements of the Commonwealth, including disclosures to Ministers and other Government representatives, Parliament and its Committees and the publication of information in respect of the RFT process on the successful Tenderer and information on any resultant Contract in the AusTender website.

2.2 The Tenderer acknowledges and agrees that:

- a. the RFT and any communication or dealings of any kind in relation to the RFT (other than this deed poll) between the Commonwealth and the Tenderer, or between the Commonwealth and any other person with an interest in the RFT, do not constitute a contract between the Commonwealth and the Tenderer;
- b. to the extent permitted by law, no binding contract (including a process contract) or other understanding on any basis whatsoever will exist between the Commonwealth and the Tenderer unless and until a Contract is signed by the Commonwealth and the Tenderer; and
- c. to the extent permitted by law the Commonwealth has no liability to the Tenderer, or any other person, for any compensation on any basis whatsoever in connection with the Tenderer's participation in the RFT.

3. ACCEPTANCE (CORE)

3.1 The Tender submitted by the Tenderer in response to the RFT shall remain open for the Tender Validity Period specified in the Tender Details Schedule (as extended under clause 2.8 of the Conditions of Tender, if applicable).

3.2 The Tenderer acknowledges and agrees that the Tender is an unconditional offer and, to the extent reasonably possible, the Tenderer will obtain any necessary Authorisations to enable it to enter into any resultant Contract on an unconditional basis.

4. UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES (CORE)

4.1 The Tenderer represents and warrants that there has not been and will not be any collusive tendering, anti-competitive conduct, or any other similar conduct (including the exchange of information with other tenderers) by it or its Related Bodies Corporate, or any officer, employee, agent or advisor of any of them, in relation to:

- a. the preparation or lodgement of tenders;
- b. the evaluation and clarification of tenders; and
- c. the conduct and content of negotiations, including final Contract negotiations, in respect of the RFT process.

4.2 The Tenderer represents and warrants:

- a. that the Tender has not been compiled:
 - (i) with the improper assistance of current or former Commonwealth Personnel or Defence Service Providers;
 - (ii) with the utilisation of information improperly obtained from the Commonwealth; or
 - (iii) in breach of an obligation of confidentiality to the Commonwealth;
- b. that it and any Related Bodies Corporate, and their officers, employees, agents and advisers have and will, during the RFT process, comply with any applicable laws or Commonwealth policies regarding the offering of unlawful inducements in connection with their Tender; and
- c. without limiting clause 4.2a that it and any Related Bodies Corporate have not and will not, without prior written approval from the Commonwealth, permit any current or former Commonwealth Personnel, or Defence Service Provider to contribute to, or participate

ANNEX B TO ATTACHMENT A

in, any process or activity relating to the preparation of the Tender or the RFT process, if:

- (i) the person was involved at any time in the planning of the procurement to which this RFT relates, the preparation of this RFT, or the management of the RFT process; or
 - (ii) the person was at any time during the 12 months immediately preceding the date of issue of the RFT involved in a Defence procurement process or activity relevant or related to the RFT; and
- d. it is aware of the provisions of Schedule 2 to the *Competition and Consumer Act 2010* (Cth) and Division 137 of the *Criminal Code Act 1995* (Cth) and its tender does not contain any false, misleading or deceptive, claims or representations.

- 4.3 The Tenderer represents and warrants that the following is a complete list of any offences relating to bribery, misuse of public information, false accounting or corruption or attempted corruption of a public official or similar offences that would tend to undermine public trust of which the Tenderer or its Related Bodies Corporate have been convicted during the last 7 years, or of which the Tenderer or its Related Bodies Corporate are currently charged:

[INSERT DETAILS OF ALL SUCH OFFENCES OR IF NONE EXIST INSERT THE WORDS 'NOT APPLICABLE']

- 4.4 The Tenderer represents and warrants that if in relation to the RFT a conflict of interest exists, arises, or appears likely to arise, that the Tenderer has not previously disclosed, the Tenderer must notify the Commonwealth promptly in writing. The Tenderer agrees to take such steps as the Commonwealth may require to resolve or otherwise deal with a conflict notified under this clause or which otherwise comes to the attention of the Commonwealth during the RFT process. The following is a complete list of all current actual, potential or perceived conflicts of interest:

[INSERT DETAILS OR IF NONE EXIST INSERT THE WORDS 'NOT APPLICABLE']

- 4.5 The Tenderer acknowledges and agrees that the Commonwealth may exclude the Tender from further consideration if in the opinion of the Commonwealth:

- a. the Tenderer fails to take any steps required by the Commonwealth to resolve or deal with a conflict of interest;
- b. the Tenderer fails to comply in any other respect with this clause 4; or
- c. any representation or warranty of the Tenderer under this clause 4 is incorrect or misleading in any material respect.

- 4.6 The Tenderer represents and warrants that none of the Tenderer, its Related Bodies Corporate, or officers of either:

- a. have been found in the past three years to have committed a material breach; or
- b. are currently in material breach,

of any law, regulation or code that would be relevant to any resultant Contract, including those in relation to employment or workplace relations (including regulations relating to ethical employment practices), WHS or the environment, other than the following:

[INSERT DETAILS OF PREVIOUS OR CURRENT BREACHES, OR IF NONE EXIST INSERT THE WORDS 'NOT APPLICABLE']

and the following actions have been taken to remedy any such material breach:

[INSERT DETAILS OF ACTIONS TAKEN (INCLUDING POLICIES IN PLACE) TO RESPOND TO EACH SUCH BREACH, OR IF NO BREACHES ARE LISTED ABOVE INSERT 'NOT APPLICABLE'].

- 4.7 The Tenderer represents and warrants that, in accordance with clause 1.8.3 of the Conditions of Tender, it has obtained and holds as at the Closing Time all of the satisfactory and valid STRs required under Table A-1 (or an STR receipt confirming that the STRs required under Table A-1 were requested prior to the Closing Time) of any entity that the Tenderer proposes to engage as a direct Subcontractor, where the total value of the work under the Subcontract is expected to exceed \$4 million (inc GST).

ANNEX B TO ATTACHMENT A

Note to drafters: Include clause 4.8 if the PT PCP clauses are included in clause 11.9 of the COC.

Note to tenderers: Tenderers are to include the following clause if the tenderer is a Reporting Entity and clauses 11.9.15 – 11.9.19 have been included in the COC.

- 4.8 The Tenderer undertakes that if, in anticipation of entering into a resultant Contract with the Commonwealth, it enters into a Reporting Entity Subcontract, the tenderer shall include in that subcontract:
- a. an obligation to comply with the Payment Times Procurement Connected Policy (PT PCP); and
 - b. using its reasonable endeavours, a requirement that if the Reporting Entity Subcontractor in turn enters into a Reporting Entity Subcontract, then that subcontract shall include:
 - (i) obligations equivalent to those in clause 4.8a; and
 - (ii) obligations equivalent to this clause 4.8b (such that the obligations in this clause 4.8b are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).

5. SURVIVAL (CORE)

- 5.1 This deed poll survives the termination or expiry of the RFT.

6. APPLICABLE LAW (CORE)

Note to drafters: Prior to release of the RFT drafters are to insert the same jurisdiction as selected under clause 12.1 of the draft COC and the Details Schedule.

- 6.1 The Tenderer agrees that the laws of [INSERT JURISDICTION] apply to this deed and the Tenderer submits to the non-exclusive jurisdiction of the courts of that State or Territory and of any court that may hear appeals from any of those courts, for any proceedings in connection with the RFT.

7. TERMINATION AND AMENDMENT (CORE)

- 7.1 This deed poll shall not be unilaterally terminated or amended unless such termination or amendment is reduced to writing and agreed in writing by the Commonwealth.

8. CONTACT DETAILS (CORE)

- 8.1 The Tenderer's contact details for the purpose of the RFT and this deed poll are set out below.

NAME (Block Letters):

TELEPHONE NUMBER:

EMAIL ADDRESS:

Note for Deed Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Commercial Division intranet page at:

- <http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>

This guidance is developed for Commonwealth Personnel and should be used to assess the Tenderer's execution of the Deed. The Tenderer should seek its own independent legal advice on its execution of the Deed.

Executed as a Deed Poll

(INSERT APPROPRIATE TENDERER'S EXECUTION CLAUSE)

ANNEX C TO ATTACHMENT A

COMMERCIAL (CORE)

1. IMPORTATION OF SUPPLIES AND EXPORT APPROVALS (CORE)

Draft COC reference: clauses 3.4 and 3.5

Note to tenderers: Tenderers are solely responsible for informing themselves of the export control status of the tendered Supplies and for ensuring their compliance with Australian and Foreign Government controls related to the export of defence and dual-use goods, including if the export is from an Australian contractor to an overseas Subcontractor or Related Body Corporate for the purposes of providing the Supplies to the Commonwealth.

Advice on the control status of goods and services can be requested by emailing Defence Export Controls email at ExportControls@defence.gov.au. Further information may be found at:

- <https://www.defence.gov.au/business-industry/export/controls>.

1.1 Tenderers proposing to import items of Supplies are to provide:

- an indication of what is being imported;
- evidence from the Government of the country of origin that the tenderer is to be granted an Export Approval for those items if the tenderer is awarded any resultant Contract;
- identification of any specific limitations or provisos that the Government of the country of origin could reasonably be expected to place on the Export Approval with respect to individual items of tendered Supplies, including TD and Software;
- details of other approvals required in addition to, or as part of, the grant of Export Approvals (eg, technical assistance agreements) and the impact to schedule of gaining such approvals; and
- details of any rejected application for, or refusal to grant, an Export Approval for goods similar to the Supplies, which may have a bearing on an application to export Supplies.

2. LIABILITY (CORE)

Draft COC reference: clauses 9 and 10.10

Note to drafters: Refer to clause 10.10.1 of the draft COC for notes on liability risk assessments.

Note to tenderers: Liability caps and insurance requirements in clauses 10.10 and 9 of the draft COC are based on a Commonwealth liability risk assessment conducted in accordance with the Defence Liability Principles and Liability Risk Assessment template, which can be accessed at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance/liability-risk-management>.

2.1 If a tenderer proposes to limit its liability on an alternative basis to that set out in clause 10.10 of the draft COC (eg, by proposing a limitation or exclusion additional to those set out in clauses 10.10.1, 10.10.3 (if applicable) and 10.10.4), the tenderer is to provide the following details:

- the terms of the tenderer's proposed limitation of liability (if different to those set out in clause 10.10 of the draft COC), including their proposed monetary caps for each category of loss/liability set out in clause 10.10.1 and 10.10.3 (if applicable) of the draft COC;
- an explanation of why the tenderer requires a limitation of its liability regime different to that proposed in clause 10.10 of the draft COC; and
- the impact (if any) of these changes on the insurance requirements of the draft COC.

3. INSURANCE (CORE)

Draft COC reference: clause 9

Note to tenderers: Refer to clause 9.1 of the draft Contract for information on the Approved Contractor Insurance Program (ACIP) and the current ACIP status of participating companies.

ANNEX C TO ATTACHMENT A

For insurance policies other than ACIP approved insurance policies, the Commonwealth will seek comprehensive details from the preferred tenderer(s) during negotiations for any resultant Contract.. The Commonwealth reserves the right to request additional insurance policies based on any circumstances assessed as being relevant to the Commonwealth's risk assessments.

All tenderers are to indicate in their Statement of Non-Compliance the extent to which they do not comply with the insurances required by the draft COC (provided that tenderers with ACIP status are deemed compliant in relation to the insurances that are within their ACIP approval).

- 3.1 All tenderers are to identify in their tendered prices detailed in the 'Specific Prices' worksheet of the Acquisition Pricing Workbook (ACQPW), submitted under TDR D, details of all costs associated with the insurance policies covered in the tenderer's insurance response.

4. DEFECT RECTIFICATION (CORE)

Draft COC reference: clause 8.3

- 4.1 Tenderers are to provide details of any warranties, for significant items of Supplies, available from relevant manufacturers or suppliers that will extend beyond the relevant Defect Rectification Period.

5. TECHNICAL DATA AND SOFTWARE RIGHTS (CORE)

Draft COC: clause 5

Note to drafters: Refer to clause 5 of the draft COC regarding analysis and tailoring requirements.

Note to tenderers: Tenderers are to submit a draft TDSR Schedule, and ensure that any restrictions set out in their draft TDSR Schedule do not materially limit the achievement of the Commonwealth's Life-of-Type objectives for the Mission System, affect the Commonwealth's rights at clause 5.2 of the draft COC (otherwise than as provided for below), or the tenderer's compliance with the warranties contained in clause 5 of the draft COC.

Tenderers should familiarise themselves with the ASDEFCON Technical Data and Intellectual Property Commercial Handbook, which can be accessed at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance/intellectual-property-framework>.

- 5.1 Tenderers are to provide a draft TDSR Schedule in the form of Attachment G to the draft COC including by specifying the following:

Note to tenderers: Highly Sensitive TD and Highly Sensitive Software listed in Annex A should only include TD or Software the disclosure of which would have a major adverse effect on the commercial interests of the Contractor or Approved Subcontractor. This TD or Software must be clearly identified at its lowest constituent / configuration item and linked to the SSTDL or Software List, as appropriate. Highly Sensitive TD and Highly Sensitive Software would generally already exist at the Effective Date and not include TD or Software specifically created under the Contract for the Commonwealth.

- a. Annex A - all restrictions proposed that would limit the:
- (i) TD and Software rights to be granted under clause 5.2.3b(ix) of the draft COC; and
 - (ii) delivery of TD and Software to the Commonwealth or other persons under clause 5.12 of the draft COC;

Note to tenderers: The Commonwealth may require that a Commercial Item be listed as a Key Commercial Item in Annex B to the TDSR Schedule, notwithstanding that it is not owned by the Contractor, Approved Subcontractor or a Related Body Corporate of the Contractor. This may be required if the Commonwealth considers that the relevant Commercial Item is of high value or particular significance to the Capability System's Life-of-Type requirements.

- b. Annex B - any Key Commercial Items proposed to be provided as part of the Supplies and the proposed licence terms in respect of the related Commercial TD and Commercial Software in accordance with clause 5.3.3 of the draft COC;

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Note to tenderers: The Commonwealth may require ownership of certain TD and Software for reasons relating to national security and/or strategic interests associated with the program or Capability System's whole of life requirements (Commonwealth TD or Commonwealth Software).

If any Commonwealth TD or Commonwealth Software contains IP created outside the Contract and Subcontracts (eg, in existence prior to Effective Date), the Contractor is to grant a licence to the Commonwealth under clause 5.2 of the draft COC (subject to any proposed restrictions listed in Annex A to Attachment G). Tenderers should not propose restrictions that prevent the use of Commonwealth TD or Commonwealth Software as provided by clause 5.15.1b of the draft COC.

- c. Annex C - in relation to any items or equipment specified in Annex C for which the Commonwealth has identified that it is to own the IP created under the Contract or a Subcontract (Commonwealth TD or Commonwealth Software), the tenderer is to include, to the extent known, details of the TD or Software of those items or equipment at the system, subsystem or component level;

Note to tenderers: The Commonwealth will only agree to entities being Excluded Parties in exceptional circumstances, to prevent certain competitors from being Commonwealth Service Providers for the sole purpose of the licences granted under clauses 5.2.3a and 5.6.1b(i) of the draft COC. However, the Commonwealth will be permitted to grant Sublicences to Excluded Parties in other circumstances permitted under clause 5 of the draft COC.

- d. Annex D - those parties who are proposed by the tenderer to be excluded from being a Commonwealth Service Provider for the sole purpose of the licences granted under clauses 5.2.3a and 5.6.1b(i) of the COC. The tenderer is to include the period of the restriction, which cannot be perpetual; and
 - e. Annex E - details of any restrictions that limit the licences granted to the Commonwealth under the Contract in relation to Patents, Registrable Designs or Circuit Layouts, in accordance with clause 5.17 of the draft COC.
- 5.2 Tenderers are to provide detailed justification for all proposed restrictions or other terms included in the draft TDSR Schedule (to the extent it knows what the restrictions are or are likely to be), including a detailed explanation of how any such restrictions will not detrimentally impact the Capability System's Life-of-Type requirements.
- 5.3 Tenderers are to identify in their tender any Commercial TD and Commercial Software of which the licence to be granted to the Commonwealth for the purposes of clause 5.3.4 of the draft COC, will or is likely to require the Commonwealth to pay a Royalty or other fee (not otherwise included in the Contract Price).

6. ECONOMIC BENEFITS TO THE AUSTRALIAN ECONOMY (CORE)

Note to tenderers: For an explanation of economic benefits, refer to the Department of Finance:

- https://www.finance.gov.au/sites/default/files/2024-07/consideration-of-broader-economic-benefits-in-procurement_july-2024.pdf.

- 6.1 Tenderers are to provide details of the direct economic benefits that any resultant Contract would achieve for the Australian economy.

ANNEX D TO ATTACHMENT A

FINANCIAL (CORE)

1. TENDERED PRICING INFORMATION - GENERAL REQUIREMENTS (CORE)

Draft COC reference: clause 7 and Attachment B

Note to tenderers: The 'Acquisition Pricing Workbook' (ACQPW), as part of this TDR D, collects financial information for tenders, calculates Australian Contract Expenditure (ACE), and is in a format suitable for Annexes to Attachment B to of any resultant Contract. For guidance, refer to the [Acquisition Pricing Workbook Guide](#) and the [ACE Guide for ASDEFCON](#).

Note to drafters:

Update the ACQPW to support this annex. Amend the list of worksheets below for the draft Contract; for example, if Cost Reimbursement Supplies will be included or not. Update the Specific Price descriptions in the 'Specific Prices' worksheet as required.

1.1 Tenderers are to complete and submit tender pricing information within the Microsoft Excel® Workbook titled 'Acquisition Pricing Workbook' (ACQPW), including the following worksheets:

- a. Price Schedule;
- b. Milestone Payment Schedule (for identified Milestones and any proposed Milestones);
- c. Adjustments (including the preferred index series in each applicable currency, and component values (weightings) for each index in each applicable period);

Note to tenderers: NTE Prices and Specific Prices that are not included in the initial Contract Price are considered during tender evaluations and, subject to negotiations, will be included in Annex D to Attachment B to the draft COC. Note that per-unit prices for major items of Spares, S&TE, Training Equipment and Packaging are requested under TDR F-7.

- d. Specific Prices (including Not-To-Exceed Prices);
- e. Further Quantities (including prices for any optional extras);
- f. Schedules of Rates (including the Schedule of Margins, Labour Rates, Material, and Other Direct Cost worksheets);
- g. Cost Reimbursement;
- h. ACE Summary; and
- i. if additional currencies are required, the Constants worksheet.

1.2 Prices for tendered Supplies are to be stated in Australian dollars except for any portion of the Supplies to be imported from overseas, which is to be stated in foreign currency. All prices tendered will be in Base Date dollars (noting that payments under any resultant Contract will be subject to adjustment in accordance with clause 7.3 of the COC).

1.3 Tendered prices are to be inclusive of all costs (and fees, including profit) of complying with the draft Contract and associated with providing the Supplies and carrying out all matters and doing all things necessary for the due and proper performance and completion of the proposed Contract. Tenderers are not to include contingency for exchange rate fluctuations in their tendered price.

1.4 Tenderers are required to submit tender prices inclusive of all overseas taxes and charges and all Australian (Federal, State and Local Government) taxes, including GST, duties and charges that are applicable at the Base Date. For each item of the Supplies on which GST will be payable, the tenderer is to indicate the amount of GST to be applied.

ANNEX D TO ATTACHMENT A

Note to tenderers: The Defence Cost Principles can be found here:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance/cost-principles>

The Australian Contract Expenditure (ACE) Measurement Rules can be found here:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance>

Note to Drafters: In accordance with Chapter 2 of the Defence Cost Principles V3.0, there are some cases where exceptions to the Defence Cost Principles may apply.

For guidance in relation to application of the Defence Cost Principles, refer to Commercial and Financial Analysis Directorate at:

- <http://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/4DF33272-EE23-45FF-B074-FBD845E9FDC7>

or by email at:

- casq.cfa@dpe.protected.mil.au

Where the Defence Cost Principles are not applicable, drafters should ensure that the pricing response requirements of the RFT ensure sufficient transparency of pricing in order to evaluate and establish value for money.

1.5 Tenderers are to apply:

Option: Include this clause if the Defence Cost Principals are being used to develop the tendered pricing for this procurement and any exception under Chapter 2 of the Defence Cost Principles does not apply.

- the Defence Cost Principles when preparing tendered prices; and
- the Australian Contract Expenditure (ACE) Measurement Rules when defining the ACE and Imported Contract Expenditure (ICE) within tendered prices.

2. TENDERED PRICING INFORMATION - SPECIFIC REQUIREMENTS (CORE)

Draft COC reference: clause 7, and Attachments B and C

2.1 Tenderers are to provide a justification for the tendered management reserve (MR) figures used in the ACQPW, explaining how these figures have been derived from the tendered Risk Assessment (from TDR E-6) and allocated to the tendered prices.

Note to drafters: Insert in clause 2.2 the number of high-value proposed Approved Subcontracts for which detailed pricing is required, in order to obtain visibility of ACE. Only a small number of high-value Subcontracts are needed to capture a meaningful portion of the Contract value.

Note to tenderers: Limiting the detailed pricing to a number of proposed Approved Subcontracts does not limit any other tender data requirement; however, it assists the Commonwealth to assess ACE and work-related risks. Additional detail, including for other proposed Approved Subcontracts, may be sought during contract negotiations for any resultant Contract.

2.2 When identifying 'Approved Subcontractor prices' within the pricing structure of the ACQPW 'Price Schedule' worksheet, as required by clause 2.1, tenderers are to:

- identify the [...INSERT NUMBER EG. 'three' or 'five'...] proposed Approved Subcontracts with the highest expected Subcontract values, or all proposed Approved Subcontracts if there are less than [...INSERT NUMBER...];
- for the proposed Approved Subcontracts identified in accordance with clause 2.9a., include a breakdown of Subcontract prices (ie, direct costs to the Contractor under any resultant Contract) into labour, materials, other direct costs, and non-Approved Subcontract prices, as applicable; and

ANNEX D TO ATTACHMENT A

- c. for any other proposed Approved Subcontracts (ie, not identified under clause 2.9a.), include pricing within the non-Approved Subcontract Price column.

Note to tenderers: A Mobilisation Payment may be considered if the tenderer demonstrates that it represents value for money to the Commonwealth (eg, to establish an in-country capability). The Commonwealth will only consider a Mobilisation Payment amount that is not greater than [...INSERT PERCENTAGE...] of the Contract Price. If a Mobilisation Payment is considered appropriate, a Bank Guarantee in accordance with clause 7.4 of the draft COC will be required.

- 2.3 If a tenderer seeks a Mobilisation Payment for any resultant Contract, they are to state the amount, purpose(s), and date of any proposed Mobilisation Payment.

Note to tenderers: Subject to negotiations, the successful tenderer's response to clause 2.4 will be incorporated into Attachment C (Delivery Schedule) to the draft COC.

- 2.4 Tenderers are to provide a proposed update to Attachment C to the draft COC (Delivery Schedule), which:
- is consistent with the Statement of Non-Compliance at TDR A-4;
 - identifies any additional Milestones proposed by the tenderer;
 - provides the information for each Milestone required by Attachment C, including the proposed entry and exit criteria; and
 - is consistent with the Milestones listed in the 'Milestone Pricing Schedule' worksheet of the ACQPW, and any Milestones set out in Attachment D to the draft COC.

3. ADJUSTMENTS (CORE)

Draft COC reference: clause 7.3, Attachment B clause 4

Note to drafters: Confirm with Commercial and Financial Analysis (CFA) that suitable and current foreign exchange rates are included in the ACQPW 'Constants' worksheet.

Note to tenderers: If payment for any resultant Contract includes significant amounts in foreign currencies, Defence policy is to pay those amounts in the source currency (to avoid contingency and currency hedging – see the 'Australian Government foreign exchange risk management – guidelines for entities – Resource Management Guide (RMG) 120'):

- <https://www.finance.gov.au/government/managing-commonwealth-resources/managing-risk-internal-accountability/foreign-exchange-risk-management>

If foreign currency amounts are not significant (generally less than \$A1 million), any resultant Contract may be paid in Australian dollars with adjustments allowed for exchange rates.

Foreign exchange rates not listed in the ACQPW may be added to the 'Constants' worksheet.

- 3.1 Tenderers are to provide the following information, which will be necessary in the event that any resultant Contract is written in Australian dollars and a portion of the Contract Price is subject to adjustment for exchange rate fluctuations:
- percentage of the tendered price (inclusive of all duties and charges) that is proposed to be subject to adjustment for exchange rate fluctuations (per currency, if applicable);
 - exchange rate for which the tendered price is based: \$AUD 1 = (foreign currency); and
 - name and address of the bank or financial institution whose rates were used in tender preparation or are proposed to apply to any resultant Contract, including reasoning, if different or additional to those included in the 'Constants' worksheet of the ACQPW.

ANNEX D TO ATTACHMENT A

4. AUSTRALIAN CONTRACT EXPENDITURE (CORE)

Draft COC reference: Attachment B, Attachment F clause 4

Note to drafters: For high-value contracts expected to be longer than 10 years, or if the tender process will not include an ODIA, drafters may request Prescribed ACE Percentages for some ACE Measurement Points. Refer to the AIC Guide for ASDEFCON for additional clauses.

Note to tenderers: Attachment B for any resultant Contract will record the planned ACE and ICE, and calculated ACE percentage, for each ACE Measurement Point. Prescribed ACE Percentages in Attachment F will be derived from but may be different to ACE percentages in Attachment B.

For the purposes of clause 4.1, only the Contract Price at ED is to be considered (which does not include Not-To-Exceed prices still to be added during any resultant Contract).

- 4.1 Tenderers are to determine the planned ACE and planned ICE and calculated ACE percentage for any resultant Contract, in accordance with clause 7.14 of the COC, and provide justification for any difference between the calculated ACE percentage and the proposed Prescribed ACE Percentage(s) provided in response to TDR G-3.

Note to tenderers: Table B-2 of Attachment B may contain Subcontract categories, thresholds and deemed ACE and ICE percentages that are alternate or additional to those in the ACE Measurement Rules. Tenderers may propose new deeming rates in the form of Table D-1, but these will be subject to confirmation by Defence's Commercial and Financial Analysis (CFA) Directorate before use in any resultant Contract. If CFA has previously agreed to alternate / additional Subcontract deeming rates, and the same Subcontractor(s) are to be used for a like purpose, these confirmed rates may be used in the tendered pricing and the tenderer is to provide evidence that these have already been confirmed by CFA.

- 4.2 Tenderers may propose alternate and/or additional Subcontract categories, thresholds, and deemed ACE and ICE percentages to those listed in paragraph 3 of the ACE Measurement Rules and, if applicable, clause 7.2.1 of draft Attachment B, by providing a response in the format of Table D-1. Subject to confirmation by Commercial and Financial Analysis (CFA), alternate and/or additional Subcontract categories, thresholds, and deemed ACE and ICE percentages will be considered by the Commonwealth for inclusion in any resultant Contract.

Table D-1: Approved Alternate and Additional Deeming Rates

Nature of cost category / Subcontractor work	Applicable Threshold (GST exclusive)	Deemed ACE and ICE	
		ACE	ICE
(...INSERT description...)	(...INSERT threshold value...)	(...INSERT %...)	(...INSERT %...)
(...INSERT description...)	(...INSERT threshold value...)	(...INSERT %...)	(...INSERT %...)

Note to tenderers: Paragraph 4 of the ACE Measurement Rules allows for different percentages for deeming indirect costs. Any alternate deeming rates for indirect costs within tendered prices need to have been previously confirmed by CFA and included below. Proposals for new deeming rates will only be considered during contract negotiations with the preferred tenderer(s).

- 4.3 If alternate deeming rates for indirect costs (including overhead and general and administrative costs) have been confirmed by CFA, and the tenderer has used these in calculating ACE and ICE for the tenderer and/or proposed Approved Subcontractors within the tendered prices, the rates and date of confirmation are to be identified in accordance with the format in Table D-2.

Table D-2: Deeming Rates for Indirect Costs

Entity Name	Deemed ACE percentage	Deemed ICE percentage	Date confirmed by CFA
(... INSERT CONTRACTOR NAME ...)	(...INSERT %...)	(...INSERT %...)	(...DATE...)
(... INSERT SUBCONTRACTOR NAME ...)	(...INSERT %...)	(...INSERT %...)	(...DATE...)

ANNEX D TO ATTACHMENT A

5. FURTHER QUANTITIES AND OPTIONAL EXTRAS (OPTIONAL)

Draft COC reference: clause 1.8 and Attachment B clause 8

Note to drafters: The Commonwealth may request prices for further quantities of specific items (eg, Mission Systems) using the 'Further Quantities' worksheet of the ACQPW.

Note to tenderers: Subject to negotiations, offers of further quantities and optional extras will be included in Annex F to Attachment B to the draft Contract.

- 5.1 Tenderers are to indicate if they are prepared to supply further quantities of the Supplies and optional extras, including those detailed in the 'Further Quantities' worksheet of the ACQPW (if any). If so, tenderers are to provide details for the further quantities and optional extras in the 'Further Quantities' worksheet of the ACQPW, including the time period for the Commonwealth to exercise the option, and any other aspect of the option that differs from the initial tender. This information is not to be included in the Price Schedule of the ACQPW.

6. COST REIMBURSEMENT (OPTIONAL)

Note to Drafters: Cost Reimbursement Payments allow for some payments to be made on a reimbursement basis (potentially with Incentive Payments) and may be considered for activities that are difficult to scope (eg, incremental design and development). If this payment method is to be considered, refer to the ASDEFCON (Strategic Materiel) template (Attachment B, Annex D to Attachment A to the COT, and related clauses of the draft COC) for applicable clauses.

7. INCENTIVE PAYMENTS (OPTIONAL)

Draft COC reference: clause 7.10, Attachment B clause 10

Note to drafters: If the Commonwealth will offer incentives payments, a maximum percentage of the Contract Price should be included below. If related to 'Cost Reimbursement Payments', refer to ASDEFCON (Strategic Materiel) and amend the following note to tenderers accordingly.

Note to tenderers: The amount of Incentive Payments payable under any resultant Contract will be [INSERT AMOUNT AS A PERCENTAGE OF CONTRACT PRICE].

- 7.1 Tenderers are to provide the following details in relation to the Incentive Payment provisions:
- acceptability or otherwise of any assessment periods, KPIs and weightings proposed by the Commonwealth in clause 10 of Attachment B to the draft COC (if any); and
 - the tenderer's proposed assessment periods, KPIs and weightings, if applicable.

ANNEX E TO ATTACHMENT A

PROJECT STRATEGIES AND EXPERIENCE (CORE)

1. PROJECT STRATEGY (CORE)

Note to drafters: Strategies describe the tenderer's approach to delivering the draft Contract. Strategies are requested instead of draft plans. Plans can require certain content and a level of detail not necessary for evaluation purposes.

Note to tenderers: Tenderers are to include a concise description of how the tenderer proposes to undertake the scope of work under any resultant Contract. Strategies should be specific to the draft Contract and not contain generic background or marketing material.

Strategies will inform plans and other data items to be drafted pre-contract or under any resultant Contract. Tenderers are not required to submit draft management plans.

Strategies should reflect the application of a tenderer's standard procedures. If those procedures are essential to understanding a strategy, they should be referenced in the strategy and provided with the tender, in a data pack. Note that the Commonwealth will only evaluate the strategies, not any additional content that may be included in standard procedures.

Note to drafters: The sum of the recommended pages for all strategies is to be calculated once notes to tenderers for individual strategies have been tailored. A higher maximum (eg, add another 10 pages) allows for some flexibility. If changing a strategy (or if a strategy is removed), update the total number of pages in the following note to tenderers.

The total number of pages for all of the tendered Strategies should not exceed [... DRAFTER TO INSERT, EG, 70 - 110 ...] pages (A4 size or equivalent). The recommended number of pages per strategy excludes 'summary graphics', organisational and relationship diagrams, and any information that is explicitly excluded. When requested, 'summary graphics' may be presented on a single A3 or A2 sized page prepared in the tenderer's format, but should be printable by the Commonwealth without specialised software (eg, a searchable and printable PDF is suitable).

Overall Project Strategy

Note to drafters: The Overall Project Strategy will inform the Project Management Plan and related plans of any resultant Contract. DO NOT request draft plans related to this requirement.

Note to tenderers: The 'overall project strategy' should provide context for all members of the Commonwealth evaluation team, without the need for deep specialist knowledge of particular disciplines. The recommended number of pages for this strategy is [... DRAFTER TO INSERT, EG, 20 - 30 ...] pages (not including any copies of certificates and accreditations supporting clause 1.1k).

- 1.1 Tenderers are to describe the overall project strategy to deliver the Supplies and to meet the other requirements of any resultant Contract. The overall project strategy shall:
- a. Contain a summary graphic, showing how the tenderer plans to conduct the program of work defined in the draft SOW, including:
 - (i) major work streams (eg, closely coupled sets of activities to produce the required solution(s)) and draft Contract phases; and
 - (ii) key activities and Milestones, including Mandated System Reviews (MSRs);
 - b. include a summary of each key activity and Milestone in the summary graphic, including:
 - (i) a brief description of the scope of work;
 - (ii) entry and exit criteria and dependencies on the Commonwealth and Associated Parties, where these add to or vary from Attachment C of the draft Contract; and
 - (iii) any significant assumptions, limitations and constraints;

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Option: If complex design and development is expected, include the following clause for cross-discipline co-ordination.

- c. describe the strategy for integrating the effort and outputs of the various functional disciplines, such as engineering, Integrated Logistic Support (ILS), Configuration Management (CM), Verification and Validation (V&V), and Australian Industry Capability (AIC);
- d. contain a rationale, describing how the overall project strategy addresses key areas of risk identified in response to TDR E-6 (Risk Assessment and Risk Register (Core) and Risk Register);
- e. describe the tenderer's proposed organisational structure for any resultant Contract;
- f. identify work locations and the strategy for integrating work outcomes from the different locations, including from proposed Subcontractors;
- g. describe the proposed Subcontracting strategy, appropriately cross-referencing and limited to the Subcontractors listed in response to TDR A-3 (Schedule of Proposed Subcontractors), including:
 - (i) identifying all relevant proposed Subcontracts, the purpose of each, and the proposed Subcontractor (if known/selected);
 - (ii) identifying which Subcontractors would be classified as Approved Subcontractors on the basis of scope of work, including the rationale;
 - (iii) describing how the work and outcomes for each proposed Approved Subcontract will be integrated into the tenderer's proposed program of work (including in relation to information sharing and processes) – provide information specific to the draft Contract, rather than generic processes for managing Subcontracts; and
 - (iv) describing how Cyber Supply Chain security has been addressed through the proposed Subcontracting strategy;
- h. describe how Transition activities would be coordinated with, as applicable:
 - (i) site-installation activities on Commonwealth Premises;
 - (ii) the Acceptance V&V program;
 - (iii) contracts for in-service support; and
 - (iv) the phasing out systems that are superseded by the new Materiel System;
- i. describe the strategy for acquiring and maintaining the key resources (other than Key Persons) needed to perform any resultant Contract, including:
 - (i) assumptions and constraints due to other programmed work and future projects;
 - (ii) the availability of skilled and qualified personnel, cross-referencing the response to TDR E-5 (Key Staff Positions) as applicable;
 - (iii) for significant physical resources, including any additional Technical Data, Facilities and ICT infrastructure that have not been included in the list of GFM or GFF offered by the Commonwealth as part of this request for tenders; and
 - (iv) any other significant resource requirements (eg, Technical Data rights, Software development environment);

Note to drafters: If Earned Value Management (EVM) is applicable, and the approach to EVM will influence tender selection, refer to the ASDEFCON (Strategic Materiel) for a tender requirement.

- j. describe the overall strategy for cost and schedule control, and reporting (cross-referencing as required to the tenderer's responses to TDRs E-3 and E-4);
- k. include brief statements to the suitability of the tenderer's Quality Management System, Work Health and Safety Management System, and Environmental Management System, as applicable to the requirements of the draft Contract, which may be supported by certifications and accreditations (copies of which may be provided with the tender); and

ANNEX E TO ATTACHMENT A

- I. identify the tenderer's expectations of the Commonwealth Representative / project office in order to implement the overall project strategy, including to co-ordinate the inputs of Commonwealth stakeholders.

Note to tenderers: The Key Staff Positions response for clause 1.2 is not included in the recommended number of pages for the overall project strategy above.

- 1.2 Tenderers are to identify Key Staff Positions for any resultant Contract, consistent with the strategies tendered in response to this Annex (eg, Project, Systems Engineering and ILS Managers, Software Manager, safety and security experts, or skills for which there is a critical shortage). For each Key Staff Position:
 - a. identify a position title and the related duties, responsibilities and delegated authorities;
 - b. propose a Key Staff Position specification, defining the qualifications, training, essential and desirable experience, and any other personal attributes required to fill the position;
 - c. identify the number of staff in the tenderer's organisation, including proposed Approved Subcontractors, with the qualifications, skills and experience described in response to clause 1.2b, currently undertaking equivalent roles to the Key Staff Position; and
 - d. describe the tenderer's strategy to fill the Key Staff Position.

Systems Engineering Strategy

Note to drafters: This Strategy will inform the Systems Engineering Management Plan and related plans of any resultant Contract. DO NOT request draft plans related to this requirement.

Note to tenderers: The recommended number of pages for this Strategy is [... DRAFTER TO INSERT, EG, 15 - 25 ...] pages.

- 1.3 Tenderers are to describe the strategy for conducting the engineering activities for any resultant Contract, including:
 - a. in context with the proposed Materiel System Solution and maturity of the Mission System (described in response to TDR F-1) and an analysis of the configuration, role and environment (described in the [...INSERT 'DOR Part B' OR 'OCD'...]), a description of the engineering program including the extent of design and development required and the implications that has for the engineering program, such as the development cycle(s) to be adopted;
 - b. a summary graphic, showing how the tenderer plans to conduct the systems engineering and specialty engineering programs defined in the draft SOW, including:
 - (i) key events and activities related to the major work streams and draft Contract phases identified in the overall project strategy (see TDR E-1.1);
 - (ii) the integration of the specialty engineering strategies (see TDR E-1.4); and
 - (iii) engineering-related Mandated System Reviews and Internal System Reviews;
 - c. a summary of each key activity and Milestone in the summary graphic, including:
 - (i) a brief description of the scope of work;
 - (ii) entry and exit criteria and dependencies on the Commonwealth and Associated Parties where these add to or vary from Attachment C of the draft Contract; and
 - (iii) any significant assumptions, limitations and constraints;
 - d. the identification of the standards (eg, ANSI/EIA-632, ISO/IEC 15288, ISO/IEC 12207) to be used to undertake and structure the engineering program, and the factors to be addressed when tailoring these standards;

ANNEX E TO ATTACHMENT A

Option: Include this option if details of requirements analysis is needed to evaluate tenders.

- e. a description of how requirements analysis for the Mission System will be performed, identifying an approximate order for activities (including rationale) and requirements for which modelling would be appropriate (including rationale);
- f. the strategy to address key areas of risk identified in response to TDR E-6 (Risk Assessment and Risk Register (Core));
- g. the strategy for engineering governance and technical control, referring to the Work Breakdown Structure (WBS), product breakdown structure, Subcontract boundaries, and technical specifications; and
- h. the integration of Subcontractor engineering activities.

Note to drafters: Include this option (amend if necessary) for Software development and management capabilities. If included, TDR F-3, Software List (Optional), should also be included.

Option: Include this option for evaluating Software engineering, development and integration.

- i. the strategy for conducting Software engineering activities, particularly in relation to:
 - (i) Software selection, including selection criteria, use of Commercial-Off-The-Shelf (COTS) / Military-Off-The-Shelf (MOTS) Software or open-source Software, and Software supply chain considerations;
 - (ii) Software assurance and Software Certification activities, including (as applicable) Software-related Security Authorisations;
 - (iii) developing Software assessed as safety critical and/or mission critical;
 - (iv) a measurement program to assess the progress of Software development; and
 - (v) assumptions in relation to Software Defects within new and modified code at the time of delivery, at the Software criticality levels as defined in DID-ENG-SW-SWLIST (eg, criticality 0, 1 & 2: zero defects, criticality 3: < 10 defects / million lines of code), referring to the TDR F-3 response as required, and comparing these assumptions to industry norms / standards for the type of Software.

Specialty Engineering Strategy

Note to drafters: This Strategy will inform a number of Specialty Engineering plans for any resultant Contract. DO NOT request draft plans related to this requirement.

Amend the following clause to only include specialty engineering activities significant enough to influence the tender outcome. If amended, update the recommended number of pages.

Note to tenderers: The recommended number of pages for this strategy is 15 pages of text (with the majority for the system security and system safety programs). A separate summary graphic is not required as this should be part of the systems engineering strategy.

- 1.4 Tenderers are to describe their strategies for conducting, and achieving the objectives of, the specialty engineering programs under any resultant Contract, including in relation to:

Option: Include when Obsolescence will be an important factor in tender evaluation.

- a. the growth, evolution and Obsolescence program;

Option: Include only if the 'System Security Program' has been included in the draft SOW and the strategy to obtain Security Authorisation will be an important factor in tenderer evaluation.

- b. the system security program (including ICT security and cyber-security), how it will address security requirements for the Materiel System and [... achieve / support the Commonwealth's achievement of ...] applicable Security Authorisations; and
- c. the system safety program, the standards and approach to be used, including for:
 - (i) hazard analyses and the application of safe design principles to eliminate hazards and minimise risks;

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- (ii) the validation and integration of any extant safety-related data;

Note to drafters: Select the appropriate data item to match the SOW clause for System Safety.

- (iii) preparation of the [...INSERT 'Safety Case Report' OR 'Materiel Safety Assessment'...] and supporting evidence; and

Option: Include when design registration is, or may be, required.

- (iv) the approach to attaining any applicable design registrations and certifications.

Verification and Validation Strategy

Note to drafters: This Strategy will inform the V&V Plan and related plans, to be developed for any resultant Contract. DO NOT request draft plans related to this requirement.

Insert an appropriate number of pages into the note to tenderers. In smaller contracts, a summary graphic may not be required, and clauses 1.5a and 1.5b may be deleted.

Note to tenderers: The recommended number of pages for this strategy is [... DRAFTER TO INSERT NUMBER, EG, 5 - 15 ...] pages.

- 1.5 Tenderers are to describe the strategy for conducting the Verification and Validation (V&V) activities for any resultant Contract, including:
- a. a summary graphic, showing how the tenderer plans to conduct the V&V program defined in the draft SOW, including significant V&V phases, activities, and Milestones;
 - b. a summary of each key activity and Milestone in the summary graphic, including:
 - (i) a brief description of the scope of work the expectations for each major V&V activity;
 - (ii) entry and exit criteria and dependencies on the Commonwealth and Associated Parties, where these add to or vary from Attachment C of the draft Contract; and
 - (iii) any significant assumptions, limitations and constraints;
 - c. the rationale for the proposed V&V strategy (eg, to prioritise the early integration of high complexity elements);
 - d. how the strategy addresses the key areas of risk for the Materiel System, as identified in response to TDR E-6 (Risk Assessment and Risk Register (Core));
 - e. the extent to which the tenderer intends to use suppliers' Certificates of Conformity and previous V&V results as evidence to satisfy requirements; and

Option: Include the following note and clause if applicable, and insert details as required.

Note to tenderers: The following subclause relate to product certification and providing visibility of how requirements for certification will be integrated with V&V program activities.

- f. in relation to product certification, the strategy to achieve [...INSERT system certification / type certification...] for the Mission System and for any relevant Support System Components, from the applicable regulatory / assurance authorities, including in relation to the applicable Security Authorisations.

Integrated Logistic Support Strategy

Note to drafters: This Strategy will inform the Integrated Support Plan and related plans for any resultant Contract. DO NOT request draft plans related to this requirement.

Insert the appropriate number of pages into the note to tenderers below.

Note to tenderers: The recommended number of pages for this strategy is [... DRAFTER TO INSERT NUMBER, EG, 10 - 20 ...] pages of text.

- 1.6 Tenderers are to describe the strategy for conducting, and achieving the objectives of, the ILS program (including Logistic Support Analysis (LSA)) for any resultant Contract, including:
- a. the factors that influence the scope and context of the ILS/LSA program, including:

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- (i) the design maturity of the proposed Mission System (described in response to TDR F-1) and the extent that design and development activities influence scope;
- (ii) any design and development activities applicable to major Support System Components (eg, systems integration laboratory or full motion training simulator);
- (iii) any relevant Australian Industry Activity(ies) (AIAs) identified in Attachment F of the draft Contract; and
- (iv) the proposed Support System solution (as described in response to TDR F-5);
- b. a summary graphic, showing how the tenderer plans to conduct the ILS/LSA program defined in the draft SOW, including:
 - (i) key ILS/LSA events and activities related to the major work streams and draft Contract phases identified in the overall project strategy (see TDR E-1.1); and
 - (ii) ILS-related Mandated System Reviews and Internal System Reviews;
- c. a summary of each key activity and Milestone in the summary graphic, including:
 - (i) a brief description of the scope of work;
 - (ii) entry and exit criteria and dependencies on the Commonwealth and Associated Parties, where these add to or vary from Attachment C of the draft Contract; and
 - (iii) any significant assumptions, limitations and constraints;
- d. the identification of standards (eg, DEF(AUST)5691, S3000L™) to be used (including for activities such as Level Of Repair Analysis (LORA)) and a summary of how these will be applied to an analysis of the Support System and the definition of the required Support Resources;
- e. how the tenderer proposes to validate the Support System requirements in the [... **INSERT 'DOR Part B' OR 'OCD' AS APPLICABLE ...**];

Option: Include if resource optimisation tools and an LSA Record is required.

- f. the identification of, and rationale for, tools for analysis (eg, optimisation models) and to capture analysis results and to collate extant data (eg, an LSA Record), and to prepare ILS data items (eg, such as recommended resource lists);
- g. the strategy addresses the key areas of risk for the ILS/LSA program, as identified in response to TDR E-6 (Risk Assessment and Risk Register (Core)); and
- h. how Technical Data requirements for the provision of in-service support by Defence, contractors and Associated Parties will be determined, including summaries of the proposed approaches:
 - (i) to identify all of the Technical Data required to satisfy operational and support-related requirements and the operational and support concepts defined in the [... **INSERT 'DOR Part B' OR 'OCD' AS APPLICABLE ...**] and any AIAs identified in Attachment F to the draft Contract;
 - (ii) for obtaining and assimilating new and existing sources of Technical Data into a complete and coherent Technical Data solution;

Option: Include when electronic technical publications are required under the draft Contract.

- (iii) for the development and management of electronic technical publications, when applicable; and
- (iv) for ensuring access to all Technical Data required by Defence and Associated Parties for the operation and support of the Materiel System, in the context of Intellectual Property (cross-referencing the response to TDR C-5 as appropriate), International Traffic in Arms Regulations, and any other restrictions.

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2. RELEVANT EXPERIENCE (OPTIONAL)

Note to drafters: If work under the Contract is likely to be complex in terms of design and development, integration, system safety, system security, or defining the Support System, and relevant experience is considered as a tender discriminator, refer to TDR E in the ASDEFCON (Strategic Materiel) template for 'relevant experience' requirements.

2.1 Not used.

3. CONTRACT WORK BREAKDOWN STRUCTURE AND DICTIONARY (OPTIONAL)

Draft SOW reference: clause 3.2.3

Note to drafters: A draft CWBS should be tendered for all projects other than low complexity contracts with minimal development or ILS activity.

3.1 Tenderers are to provide a draft Contract Work Breakdown Structure (CWBS) and CWBS Dictionary, in accordance with DID-PM-DEF-CWBS and based on the Contract Summary Work Breakdown Structure elements in Attachment M to the draft COC.

3.2 The draft CWBS is to demonstrate that the work effort required to successfully achieve the end objective of any resultant Contract is understood, and to ensure that technical control is integrated with cost and schedule control.

3.3 The draft CWBS is to be provided in a tool such that it can be reviewed at any level of expansion (for instance using 'outline mode' in Microsoft Word or Excel).

3.4 The CWBS Dictionary is to define the scope of each CWBS element in the CWBS.

4. CONTRACT MASTER SCHEDULE (CORE)

Draft SOW reference: clause 3.2.2

Note to tenderers: The CMS should present a realistic time-based sequence of the activities defined in the CWBS, integrating the work of proposed Subcontractors, demonstrating that time estimates and dependencies are realistic and consistent with the CWBS Dictionary, and providing the Commonwealth with a basis for evaluating the assessment of schedule risk.

4.1 Tenderers are to provide a draft Contract Master Schedule (CMS) (in PDF and as a data file for the applicable software package) in accordance with DID-PM-DEF-CMS in the form of a Gantt Chart in Microsoft Project, Open Plan Professional or other agreed scheduling software.

4.2 The draft CMS is to contain sufficient detail to demonstrate an understanding of the work effort and schedule control required to fulfil any resultant Contract, including:

- a. all Milestones included in the tenderer's response to TDR D-2.4 (ie, the proposed Delivery Schedule); and
- b. any other major events, proposed by the tenderer, that represent the accomplishment of critical technical and managerial steps towards delivery and Acceptance of the Mission System(s) and Support System Components.

4.3 The draft CMS is to describe each Milestone, identify the party primarily responsible for its achievement (eg, Contractor or Commonwealth), and a scheduled date for accomplishment.

5. STAFF / SKILLS PROFILE (OPTIONAL)

Note to tenderers: A staff/skills profile provides an understanding of personnel-related risk.

5.1 Tenderers are to provide (in Microsoft Excel or the scheduling software used in response to TDR E-4) aggregate, labour-category-based, time-phased plans for the use of human resources in the performance of any resultant Contract, which:

- a. identifies the staffing requirements on a month-by-month basis, consistent with the draft CMS provided in response to TDR E-4;
- b. breaks down the staff requirements into labour categories; and
- c. identifies the Australian and New Zealand workforce.

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- 5.2 Tenderers are to separately provide the information required by clause 5.1 for any proposed Approved Subcontractors that would undertake significant development and production work.

6. RISK ASSESSMENT AND RISK REGISTER (CORE)

Draft SOW reference: clause 3.6

Note to tenderers: Assessed risks and the budget to treat risks and the residual risk exposure, should correlate to the pricing of risk (ie, Management Reserve) in response to TDR D-2.

- 6.1 Tenderers are to provide a risk register prepared in accordance with DID-PM-MGT-PMP-2, which demonstrates the tenderer's assessment of the risks associated with the performance of any resultant Contract.

7. DEFENCE INDUSTRY SECURITY PROGRAM PHYSICAL AND INFORMATION / CYBER SECURITY REQUIREMENTS (OPTIONAL)

Draft COC reference: clause 11.10

Note to drafters: Include this clause if DISP membership at Level 1 or above applies. If the RFT is to include classified information, drafters should consult their Project Security Officer.

Note to tenderers: Refer to the Details Schedule in the draft COC regarding the DISP membership level for Physical Security and Information / Cyber Security elements, and Communications Security (COMSEC) material transmission requirements, as required, for any resultant Contract.

For further information and access to the Defence Security Principles Framework (DSPF), refer to the Security Classification and Categorisation Guide attached to the draft Contract, or contact the Contact Officer specified in the Details Schedule.

- 7.1 Tenderers are to provide the following details for all premises proposed to be used for the storage of classified documents, classified assets, or the housing of ICT systems for the processing of data, up to and including the Physical Security and Information / Cyber Security Defence Industry Security Program (DISP) membership levels identified in the Details Schedule of the draft COC:
- physical address of facility;
 - facility accreditation(s) held (type and level), when granted and by whom; and
 - ICT system accreditation(s) held (type and level), when granted and by whom.
- 7.2 If appropriate DISP membership levels are not held, tenderers are to indicate their willingness to undergo the process to obtain the requisite DISP membership, or if unable to obtain DISP membership because it is not an Australian company, then the tenderer is to advise:
- of the applicable Security of Information Agreement or Arrangement (SIA); and
 - how they would meet the requirements equivalent to DISP membership requirements of the draft Contract and any risks associated with contract execution or management.
- 7.3 Tenderers are to provide the above information in relation to all Subcontractors who will require access to security classified information.

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8. GOVERNMENT FURNISHED MATERIAL (CORE)

Draft COC references: clauses 3.7, 5.1 and 5.5, and Attachment E

Draft SOW reference: clause 3.12

Note to drafters: Develop Attachment E to the draft COC to list GFM and enable tenderers to transfer GFM into the tender response format (shown below).

Note to tenderers: Government Furnished Material (GFM), mandated or proposed by the Commonwealth (if any) is detailed in Attachment E to the draft COC. Additional GFM may be proposed by tenderers for any resultant Contract. Refer to TDR D-1.1 for any additional costs (specific prices) to be added to the tendered price, if optional GFM is not made available.

- 8.1 Tenderers are to provide the requested detail in accordance with the GFM Tender Response Format at Table E-1 below. Details for the required GFM may be transferred from Attachment E to the draft Contract into the tenderer's response.
- 8.2 If tenderers propose changes to the quantities, dates, locations or time periods proposed in Attachment E to the draft COC, these changes should be clearly identified in the tender response (ie, columns c to f of Table E-1, GFM Tender Response Format).
- 8.3 Tenderers are to specify in column h of Table E-1, GFM Tender Response Format, whether, in accordance with clause 5.1.4 of the draft COC:
- the tenderer or a proposed Subcontractor owns all of the IP in the proposed GFM (eg, if a proposed Subcontractor is an OEM: 'Y – IP owned by [name of Subcontractor]'); or
 - the tenderer (or a nominee) proposes to own the IP created in respect of the GFM under any resultant Contract, and the reason for ownership (eg, 'Y – [reason for ownership]').

Table E-1: GFM Tender Response Format

Item Description	Reference / Part Number	Quantity	Delivery Date and Location	Return Date and Location	Time Period for Inspection	Technical Data and Software Restrictions (if applicable)	Tenderer owns or is to own new IP in GFM (Y/N) and reason if 'Y'	Export Restrictions (if applicable)	Comments / Intended purpose
a	b	c	d	e	f	g	h	i	j
Commonwealth Mandated GFM - GFE									
Commonwealth Mandated GFM - GFD									

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Non-mandated GFM - GFI									
All other non-mandated GFM									

Notes for Table E-1:

- a. **Item Description:** A description of the item of GFM.
- b. **Reference / Part Number:** A reference, part number, document number, or other identifier that clearly identifies the item of GFM.
- c. **Quantity:** The quantity of the item of GFM to be delivered (or made available) by the Commonwealth.
- d. **Delivery Date and Location:** The date on and location at which the item of GFM is to be delivered by the Commonwealth.
- e. **Return Date and Location:** The date on and location at which the item of GFM is to be returned to the Commonwealth.
- f. **Time Period for Inspection:** The period within which the Contractor, under any resultant Contract, is required to inspect the item of GFM and notify the Commonwealth in accordance with clause 3.12.1 of the SOW.
- g. **Technical Data and Software Restrictions:** Any restrictions on the Technical Data or Software within an item of GFM that is in addition to the licence terms granted by the Commonwealth under clause 5.6 of the COC (if applicable).
- h. **Tenderer owns or is to own new IP in GFM:** A declaration of whether or not the IP created under any resultant Contract (or Subcontract) with respect to the item of GFM is to be owned by the Contractor pursuant to clause 5.1.4 of the COC. For evaluation purposes tenderers are to provide justification for any proposed ownership in new IP in GFM.
- i. **Export Restrictions:** Any restrictions derived from Export Approvals to which an item of GFM is subject to (if applicable).
- j. **Comments / Intended Purpose:** The purpose for which the item of GFM is provided to the Contractor, under any resultant Contract, and any comments that are supplementary to the information provided in columns (a) to (i).

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9. GOVERNMENT FURNISHED FACILITIES (OPTIONAL)

*Draft COC references: clause 3.8 and Attachment O**Draft SOW reference: clause 3.19*

Note to drafters: Include this clause if clause 3.8 is included in the draft COC. If GFF will not be offered, the following clauses can be deleted and the heading annotated with 'Not used'.

Note to tenderers: All Government Furnished Facilities (GFF), mandated or proposed by the Commonwealth (if any) is detailed in Attachment O to the draft COC. Refer to TDR D for any additional costs, to be added to the tendered price, should GFF not be made available.

Option: For when the Commonwealth will allow tenderers to propose GFF.

Note to tenderers: Additional GFF may be proposed by tenderers for the purposes of any resultant Contract.

9.1 Tenderers are to summarise the proposed use of the GFF and any specific GFF Licensed Areas, describe any assumptions made in their tender relevant to use of that GFF.

9.2 Tenderers are to state their compliance with the dates and time periods proposed by the Commonwealth in Attachment O to the draft Contract or provide an alternative proposal.

10. GOVERNMENT FURNISHED SERVICES (OPTIONAL)

Draft COC reference: clause 3.10 and Attachment E

Note to drafters: Include this clause if clause 3.10 has been included in the draft COC.

Note to tenderers: All Government Furnished Services (GFS), mandated or proposed by the Commonwealth (if any), are detailed in Attachment E to the draft COC. Refer to the 'Specific Prices' worksheet of the ACQPW for Specific Prices to be tendered if GFS is not made available.

Option: For when the Commonwealth will allow tenderers to propose additional GFS.

Additional GFS may be proposed by tenderers for the purposes of any resultant Contract.

10.1 Tenderers are to summarise the proposed use of Government Furnished Services (GFS), any relevant assumptions (eg, cost, schedule), and any other arrangements relevant to the tender.

10.2 Tenderers are to state their compliance with the dates and time periods proposed by the Commonwealth in Attachment E to the draft Contract, or provide an alternative proposal.

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MATERIEL SYSTEM SOLUTION (CORE)

Note to tenderers: If the [...Description of Requirement or FPS...] at Annex A to the draft SOW, specifies a standard (approved by a recognised body), tenderers are to show, in their tender responses, their ability to meet that standard.

1. MISSION SYSTEM (CORE)

Draft SOW Annex A (Description of Requirement)

1.1 Tenderers are to provide a compliance matrix that:

- a. lists each of the requirements specified in Annex A to the draft SOW;
- b. identifies the extent to which the proposed technical solution (comprising the Mission System and the Support System) complies with each requirement, considering the assigned criticality ratings (eg, 'Essential' and 'Highly Desirable' ratings, etc); and
- c. cross-refers to the tenderer's responses to this annex, in order to identify the systems, components and functions that illustrate how the requirement would be achieved.

Note to drafters: This section may be tailored to suit the required Materiel System and to request additional information necessary for tender evaluation purposes, such as:

- a. a description of how key system functionality will be met (including areas such as human factors engineering and human-system interface); and
- b. areas of risk that require specific information (eg, for a particular external interface).

Update references to the DOR Part B or OCD, as applicable.

1.2 Tenderers are to describe their proposed Mission System solution, including:

- a. the key features that enable the Mission System solution to satisfy the operational and support-related requirements and the operational and support concepts defined in the [...'Description of Requirements (DOR)' OR 'FPS' ...] at Annex A to the draft SOW, including operations under peak-load conditions;
- b. a description of the key design drivers and key design decisions;
- c. the product breakdown structure (PBS) identifying system products, including hardware and Software down to Configuration Item (CI) level (ie, each '**system component**'); and
- d. the maturity of the design for each **system component** (including hardware, Software, internal and external interfaces), in accordance with the following table:

Maturity Classification	Index
Innovative Development. The system component is indicative of the configuration required for the Supplies, is in the early / conceptual stage of development, and features new technologies or processes, or a significant technological advancement.	1
New Development. The system component is indicative of the configuration required for the Supplies, is in the early stages of development, and requires no new technologies or processes.	2a
Significant Development. The system component is indicative of the configuration required for the Supplies, is in an advanced stage of development, and requires no new technologies or processes.	2b
Minor Development. The system component is indicative of the configuration required for the Supplies, requires a minor change of a type normally required for this item but which does not affect the interfaces of other components or external systems. A similar item (eg, prototype or prior variant) has been successfully fielded.	3
Developed – Functional. The system component has the specific configuration required for the Supplies (without any development required), and has been successfully tested in a controlled environment that is indicative of that required for the system component, including the interfaces with external systems.	4a

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Maturity Classification	Index
Production Ready. The system component has the specific configuration required for the Supplies (without any development required), and has been fielded (eg, in user trials) and is verified in the operational role and environment described in the [... INSERT 'DOR Part B' or 'OCD' ...], including the interfaces with external systems.	4b
In use. The system component has the specific configuration required for the Supplies (without any development required), is in production, and is in current use with end users operating the system component in the operational role and environment described in the [... INSERT 'DOR Part B' OR 'OCD' ...] intended for the Supplies.	5

- e. any assumptions or constraints underpinning the proposed solution, including in relation to Defence systems and infrastructure;
- f. the identification of:
 - (i) those external interfaces that will be connected to, or that enable interoperability with, other Defence systems, including the maturity of those interfaces; and
 - (ii) the significant internal interfaces, and the maturity of those interfaces;
- g. if installation into a Defence facility or host platform is required, a description of any significant installation requirements (other than those identified for external interfaces) such as the expected duration of installation activities or the space needed within a host platform that is not a Supply; and
- h. significant risks, with cross-references to the tendered risk register for further detail.

2. MISSION SYSTEM TECHNICAL DOCUMENTATION TREE (OPTIONAL)

Draft SOW reference: clause 4.5.1

Note to tenderers: A draft Mission System Technical Documentation Tree (MSTDT) assists the Commonwealth to understand the scope of the development program. If development is to be subcontracted, the MSTDT is to include the technical documentation of proposed Subcontracts.

The MSTDT is one list that can be produced by a Master Technical Data Index (MTDI); the Support System Technical Data List (SSTD) is another. Tenderers may submit a draft MSTDT and draft SSTD (for TDR F-7.6) as one data file, provided that individual lists can be filtered from the file.

- 2.1 Tenderers are to provide a draft Mission System Technical Documentation Tree in accordance with DID-ILS-TDATA-MTDI-2, which includes the specifications and design documentation for the **system components** identified in response to TDR F-1.2.

3. SOFTWARE LIST (OPTIONAL)

Draft SOW reference: clause 4.4.2

Note to tenderers: In Table F-1, the 'highest level Software product' where the criticality and category are the same means, for example, if all Software products subordinate to 'Product X' have the same or a lesser criticality and category, only 'Product X' is to be listed.

- 3.1 Tenderers are to provide a draft Software List (SWLIST) in accordance with at least the sections of DID-ENG-SW-SWLIST, and the 'modifications to scope', identified in Table F-1.

Table F-1: Minimum requirements for the draft Software List

Section	Name	Modifications to scope
6.2.1	Identity	Identified to the highest level Software product where the criticality and category of all subordinate Software products are the same as the Software product listed.
6.2.2	Location in the System Hierarchy	As per DID, to the level required for clause 6.2.1, Identity (above).
6.2.3	Description	As per DID.

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Section	Name	Modifications to scope
6.2.4	Software Criticality	As per DID.
6.2.9.2	Estimated Total Size	For Application Software to be developed, reused or modified.
6.2.9.3	Reused Unmodified Code Required	For Application Software to be developed, reused or modified.
6.2.9.4	Estimated Modified Code Required	For Application Software to be developed, reused or modified.
6.2.9.5	Estimated New Code Required	For Application Software to be developed, reused or modified.
6.2.11	Assurance Standard	For Software with a criticality of 0, 1 or 2.
6.2.12	Software Assurance Level	For Software with a criticality of 0, 1 or 2.

4. EQUIPMENT CERTIFICATION TO ACCESS THE RADIOFREQUENCY SPECTRUM (OPTIONAL)

Note to drafters: *If access to the Radiofrequency Spectrum could influence tender evaluations, then include this requirement. Defence Spectrum Office (DSO) should be consulted for viable spectrum options for operation in the domestic environment, and interpretation of the ARSP.*

Note to tenderers: *Systems offering manoeuvrability in the electromagnetic spectrum (EMS) represent a lower risk for Defence. EMS manoeuvrability that incorporates, but is not limited to, parts of the radiofrequency spectrum designated for Defence purposes in the Australian Radiofrequency Spectrum Plan reduces risk for system operation in the domestic environment.*

- 4.1 Tenderers are to provide a preliminary Equipment Certification to Access Radiofrequency Spectrum (ECARS, also known as form AA763) in accordance with DID-ENG-SOL-ECARS, as tailored by the following requirements:
- the information required for the 'System General Information Page' and field 5 (Tuning Range(s)) on the 'Transmitter' pages, for each system / sub-system that requires access to the Radiofrequency Spectrum for its operation; and
 - completion of the 'Transmitter' fields, and 'Receiver' and 'Antenna' pages, are optional; however, these details should be provided if this will allow the Commonwealth to properly evaluate Radiofrequency Spectrum requirements. Attach additional information as appropriate.

5. CYBER SECURITY (OPTIONAL)

Note to drafters: *CSAI may be tendered if the Contractor will be actively involved in, or support, Security Authorisation(s). Otherwise, CSAI may be requested under any resultant Contract.*

Note to tenderers: *The Commonwealth intends to assess the cyber security aspects of the tenderer's proposed solution in order to gauge the potential existing compliance and identify any possible security risks that may need to be addressed under any resultant Contract.*

- 5.1 Tenderers are to provide Cyber Security Assessment Information in accordance with TDID-ENG-SOL-CSAI.

6. SUPPORT SYSTEM (CORE)

Draft SOW references: clause 5.3 and Annex A (Description of Requirement)

Note to drafters: *Amend the following requirement to suit the needs of the required system(s) and support concept. If the RFT includes a draft Contract (Support), changes may be needed to*

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address specific requirements of that contract. Insert a number of pages in the note below, considering the risk and complexity of defining and establishing the Support System.

Note to tenderers: The Commonwealth wants to assess the suitability and risks of the proposed Support System. The recommended number of pages for the response to this clause 5 is [... DRAFTER TO INSERT NUMBER, EG, 15 - 25 ...] pages.

- 6.1 Tenderers are to provide a summary of their proposal for achieving the support requirements and the operational and support concepts defined in the specifications at Annex A to the draft SOW [...INSERT 'and the draft Contract (Support)' IF APPLICABLE...], including:
- a summary of the proposed support organisations, identifying their primary roles, locations, and the division of responsibilities between the Commonwealth, Contractor (Support), Subcontractors (Support), and other Associated Parties;
 - the proposed arrangements, involving the organisations described in response to 6.1a, for [...INSERT 'Operating Support' IF APPLICABLE...], Engineering Support, Maintenance Support, Supply Support and Training Support for the major elements of the Mission System, and any major Support System Components;
 - in respect to Training Support, the expected operator and support personnel skill groups (eg, trades) and the proposed Training programs for the skill levels within each group;
 - an explanation of how the Support System would enable Mission System operational outcomes to be met, including by the achievement of any performance measures specified by the Commonwealth and any other measures identified by the tenderer;
 - the significant drivers, assumptions, and constraints associated with the proposal (eg, with respect to the availability of key resources and in-country support); and
 - the significant risks, with cross-references to the tendered risk register for further detail.
- 6.2 Tenderers are to summarise the support currently available for the Supplies, identifying local support capabilities and the need to access additional capabilities from overseas, addressing:
- Engineering Support, including the ability to further develop the Supplies through life;
 - Maintenance Support, including system-level maintenance capabilities and support for major system components (as identified in response to TDR F-1.2);
 - Supply Support, including availability of Spares through local distribution points; and
 - Training Support, including availability of local training providers.

7. SUPPORT RESOURCES (CORE)

Draft SOW reference: clause 5.3

Note to tenderers: A full Resource Provisioning List can only be finalised under any resultant Contract. The tendered list should add to Commonwealth understanding of the proposed Support System and Not-To-Exceed (NTE) prices for Support Resources (refer TDR D-1). Responses should focus on the items that 'influence Support System design' (such as the allocation of maintenance tasks) and those that represent a significant portion of the NTE prices.

- 7.1 Tenderers are to provide a draft provisioning list (or lists) for Spares (for Mission Systems and other Support Resources), Support and Test Equipment (S&TE), Training Equipment, and high-value (typically special-to-type) Packaging, as applicable.
- 7.2 The draft provisioning list(s), required by clause 7.1, is to list high-value items and groups of other items (eg, spare 'engine' and lower value 'engine spares') and include:
- the item name for high-value items, or a name for each group of other items;
 - for existing high-value items, the reference number / part number, and NSN if available;
 - for high-value items, the estimated / recommended quantity required; and
 - the unit price and a price for the recommended quantity for each of the high-value items, and the estimated price for each group of other items, in source currencies.

ANNEX F TO ATTACHMENT A

- 7.3 Tenderers are to outline the methods and rationale used to determine the draft provisioning list(s) required by clause 7.1, demonstrating consistency with the response to TDR F-5.

Note to drafters: The following may be amended for specific equipment / facilities, or deleted if it is known that there will be no major / high-risk development required.

- 7.4 For each major item of S&TE and Training Equipment or facility (eg, a Software support facility or Training facility) that requires design and development, tenderers are to describe the:
- functions to be performed including, if applicable, for different states or modes;
 - major design drivers, assumptions, constraints and key dependencies, including any interfaces to Defence systems and infrastructure; and
 - current design maturity of the item / facility and the strategy for development, referring to the engineering and ILS strategies provided in response to TDR-E as applicable.

Note to drafters: If new / modified Commonwealth Facilities are likely, liaise with SEG for any further requirements. Refer to DID-ILS-FAC-FRAR and amend the following clause if required.

Note to tenderers: The Commonwealth wants to understand the scope of new Commonwealth Facilities and/or any changes that may be required, in co-ordination with the proposed Contract.

- 7.5 **Facilities.** Tenderers are to provide a summary of any new and/or modified Commonwealth Facilities required to enable the Commonwealth, and other parties (including contractors), to undertake the operation, sustainment and disposal of components of the Materiel System.
- 7.6 **Technical Data.** Tenderers are to provide a draft Support System Technical Data List (SSTDL), for Technical Data that would be required for the purposes of in-service operations and support, identifying for each item of Technical Data:
- the item reference number, document number or drawing number, as applicable;
 - the name or title of the item of Technical Data;
 - its purpose or use (if not self-evident from the name or title);
 - the product identifier and the name for the system / sub-system / Configuration Item (CI) / end-product (including hardware and Software) to which the Technical Data relates;
 - the source (eg, internal, or the name of Subcontractor / supplier that would provide it);
 - if applicable, cross-reference to the 'Unique Line Item Description' entry in the tendered Technical Data and Software Rights (TDSR) Schedule (refer TDR C-5);
 - any other restrictions (eg, Export Approval), identifying the related licence or agreement;
 - if applicable, the Australian or foreign security classification;
 - the end-user (eg, ADF system operator, maintenance unit, or Contractor (Support)); and
 - its developmental status (eg, existing, to be modified, or to be developed).

8. PROBLEMATIC SUBSTANCES IN SUPPLIES (CORE)

Note to drafters: Copies of relevant Defence policies may need to be provided with the RFT.

Note to tenderers: Refer to the Defence Safety Manual for Hazardous Chemicals, and the Product Support Manual for Ozone Depleting Substances and Synthetic Greenhouse Gases. Problematic Substances in Supplies require Approval under any resultant Contract, which will not be given if it infringes any Commonwealth, State or Territory legislation. The tender response is to identify the following hazards in known system components and, to the extent practicable, the components yet to be selected or developed.

- 8.1 Tenderers are to summarise the following hazards if they are to be contained in the Supplies:
- Hazardous Chemicals comprising:
 - prohibited carcinogens and restricted carcinogens, each as defined in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth); and
 - those for which use is restricted under regulation 382 of the *Work Health and Safety Regulations 2011* (Cth), including polychlorinated biphenyls; and

ANNEX F TO ATTACHMENT A

- (iii) lead that, for in-service support, requires a lead process as described by regulation 392 of the *Work Health and Safety Regulations 2011* (Cth);
- b. Dangerous Goods;
- c. Ozone Depleting Substances; and
- d. Synthetic Greenhouse Gases.

9. ENVIRONMENTAL CONSIDERATIONS (OPTIONAL)

Note to drafters: If there are likely to be significant environmental issues relating to the Supplies, develop clauses to obtain relevant information. Otherwise, replace this clause with 'Not used'.

9.1 [...DRAFTER TO INSERT...]

ANNEX G TO ATTACHMENT A

AUSTRALIAN INDUSTRY CAPABILITY (CORE)

Draft COC references: clause 4 and Attachment F

Draft SOW reference clause 10

Note to drafters: For guidance (including if the expected Contract value is less than \$20 million), refer to the web links below and the AIC Guide for ASDEFCON). For advice, particularly for direct source / limited tenders, consult the AIC Directorate: aic.info@defence.gov.au.

Note to tenderers: Tenderers should familiarise themselves with the 2019 Defence Policy for Industry Participation, the 2024 Defence Industry Development Strategy, and the Australian Industry Capability (AIC) Program and guidance available at:

- <https://www.defence.gov.au/business-industry>;
- <https://www.defence.gov.au/business-industry/industry-programs/defence-policy-industry-participation>;
- <https://www.defence.gov.au/about/strategic-planning/defence-industry-development-strategy>; and
- <https://www.defence.gov.au/business-industry/export/strategy>.

Tenderer responses are to describe the proposed AIC commitments for any resultant Contract and, subject to negotiations, elements of the successful tenderer's proposal will be incorporated into:

- **Attachment B – Price and Payments; and**
- **Attachment F – Australian Industry Capability (as AIC Obligations).**

An AIC Plan is NOT required to be tendered. The AIC Plan for any resultant Contract, (including a Public AIC Plan) is to be derived from the successful tenderer's proposal and any negotiated changes.

1. AUSTRALIAN INDUSTRY CAPABILITY PLANNING AND BUSINESS CASE (CORE)

Note to tenderers: If the tenderer / proposed Approved Subcontractors are overseas entities, the response to this requirement should describe how the tenderer / proposed Approved Subcontractors intend to work with Australian Industry to satisfy AIC Obligations in Attachment F and achieve the AIC Objectives in the draft Conditions of Contract. If the tenderer / proposed Approved Subcontractors are Australian Entities, the response should describe how they will satisfy the AIC Obligations and achieve the AIC Objectives within their organisations and more broadly with Australian Industry.

When past performance is relevant, tenderers should cross-refer to their response to TDR A-2.

- 1.1 For the tenderer and separately for each proposed Approved Subcontractor that was identified in response to TDR A-3 (Schedule of Proposed Subcontractors) in relation to the Australian Industry Capability (AIC) program, tenderers are to provide, for any resultant Contract:
- a. a brief description of the work to be undertaken in Australia or New Zealand, including:
 - (i) the products to be delivered, services to be provided and/or the other outcomes to be achieved;
 - (ii) the interrelationships with any work being performed or products being delivered from overseas sources; and
 - (iii) when applicable, a description of how the work contributes to sovereignty;
 - b. the identification of each proposed Approved Subcontractor that will be considered as an AIC Subcontractor in accordance with clause 11.9 of the draft COC, and the reason for this identification;
 - c. a description of how the work contributes to the creation, enhancement or maintenance of Industrial Capabilities in Australia or New Zealand, including in relation to Australian Industry Activities (AIAs) specified in Attachment F (cross-referencing, if applicable, to the tenderer's response to TDR G-2);

ANNEX G TO ATTACHMENT A

- d. identification of any other proposed work or outcomes that the tenderer proposes should be treated as an AIA (and included in Attachment F of any resultant Contract);
- e. a statement referring to how AIAs identified as 'other requirements' in draft Attachment F, will be achieved; and

Note to drafters: Delete the following requirement if not applicable. Refer SOW clause 10.6.

- f. for any R&D activities requested by the Commonwealth within the draft Contract, a description of how that R&D program would be integrated into the AIC proposal.
- 1.2 Tenderers are to provide a table, in the format of Table G-1 below, which identifies those elements of the draft Contract scope for which the exact source of goods and services has not yet been finalised, and which may represent opportunities for Australian Industry.
- 1.3 Tenderers are to complete an Australian Industry Capability Schedule in accordance with the Australian Industry Capability Schedule Response Format at Table G-2 below.

Note to tenderers: The response to paragraph 1.4 should be specific and targeted, not marketing material. As a guide, the response should be approximately 10 pages (excluding any graphics), unless there is a large number of SMEs identified.

- 1.4 In the context of the response to paragraphs 1.1 – 1.3, tenderers are to provide a business case to explain how their offer achieves AIC Objectives while satisfying the other requirements of the draft Contract, including by:
- a. describing how the tenderer has scanned and engaged with Australian Industry to select Australian Entities to contribute to the draft SOW requirements, and identify which Australian Entities in the AIC Schedule would be new members of their supply chain;
 - b. identifying any specific commitments (and any limitations on those commitments) that the tenderer and/or proposed Approved Subcontractors have made, or will make if the tender is successful, that will enhance (eg, by technology transfer or training) the Industrial Capabilities of individual Australian Entities in relation to the draft SOW's requirements;
 - c. identifying, for each Small to Medium Enterprise (SME) that the tenderer and/or a proposed Approved Subcontractor has committed to engage for any resultant Contract:
 - (i) the name and ACN/ABN (or NZCN/NZBN) of the SME;
 - (ii) the nature and scope of the work to be undertaken by the SME, and the benefits that this offers to the AIC program; and
 - (iii) if the tenderer and/or a proposed Approved Subcontractor will provide specific assistance to the SME, a brief description of the proposed assistance;
 - d. describing any commitments, that have been or will be implemented for any resultant Contract. To engage and employ veterans (previous members of the Australian Defence Force), including through proposed Subcontractors that employ veterans.

2. DEFENCE-REQUIRED AUSTRALIAN INDUSTRIAL CAPABILITIES (OPTIONAL)

Note to drafters: If DRAICs have been included in Attachment F, refer to the AIC Guide for ASDEFCON for tender requirements. Otherwise, annotate the heading above with 'Not used'.

3. AUSTRALIAN CONTRACT EXPENDITURE MEASUREMENT (CORE)

Note to tenderers: Prescribed ACE Percentages for each ACE Measurement Point will be recorded in Attachment F of any resultant Contract. These are to be developed by the preferred tenderer(s) during ODIA or contract negotiations.

For the purposes of the tender, only a Prescribed ACE Percentage applicable to the tendered Contract Price is required, noting that this does not include those Not-To-Exceed prices expected to be added through later changes to any resultant Contract. Although the proposed Prescribed ACE Percentage is expected to be based on the values for ACE and ICE in the 'Price Schedule' worksheet of the ACQPW, the proposed Prescribed ACE Percentage is not expected to be the same as the calculated ACE percentage. The Prescribed ACE Percentage should be stated as an integral number (no decimals). Tenderers are not to include any financial

ANNEX G TO ATTACHMENT A

information in their response to this TDR G-3 as this information will be provided in response to TDR D.

- 3.1 Tenderers are to propose an overall Prescribed Australian Contract Expenditure (ACE) Percentage applicable to the tendered Contract Price, based on the calculated ACE percentage derived from the 'Price Schedule' worksheet of the ACQPW.

4. OPPORTUNITIES TO ENHANCE AIC (OPTIONAL)

Note to drafters: For smaller contracts (eg, less than \$50m) with limited or no opportunities to enhance AIC, drafters should consider deleting this requirement.

Note to tenderers: The Commonwealth seeks realistic opportunities to enhance the AIC program and achieve AIC Objectives. The response to this requirement should not include the opportunities from Table G-1 (being part of the baseline offer) or repeat, in detail, any new R&D opportunities in response to TDR G-5. Responses do not need to be submitted as alternative proposals under clause 2.15 of the COT, but will be considered as part of the tender evaluation process.

The Commonwealth reserves the right to use opportunities proposed by the tenderer for any resultant Contract and, more generally, for the purposes of the Commonwealth.

- 4.1 Tenderers may propose opportunities that would improve their offer from an AIC perspective, but were not included in the baseline proposal due to the implications for other aspects of their offer (eg, cost, schedule, or Capability), by including for each proposed opportunity:
- a. a description of the nature and scope of the opportunity, including:
 - (i) the envisaged outcomes, including opportunities for Australian Industry under any resultant Contract, new or enhanced Industrial Capabilities, or other benefits relating to Sovereignty or Defence capabilities, and/or other AIC Objectives;
 - (ii) the rationale for not including the opportunity in the tenderer's baseline proposal;
 - b. identification of the beneficiaries, which may be the tenderer, a proposed Subcontractor (eg, a local SME working to an overseas OEM), the Commonwealth, or a third party;
 - c. a brief description of the scope of work to implement the opportunity, including:
 - (i) identifying the parties that would be involved, any significant new resources required, and the potential locations(s) where the opportunity could be implemented; and
 - (ii) outlining an implementation schedule, including any linkages to Milestones; and
 - d. identification of significant risks related to implementation and longer-term sustainability (with sufficient insights into the likely costs to be able to make decisions as to whether to progress the opportunity).

ANNEX G TO ATTACHMENT A

Table G-1: Opportunities for Australian Industry

CWBS Level 3 Element a.	Description of the goods / services for which the source of supply is still to be determined / finalised b.	Opportunities for the participation of Australian Industry c.

Notes for Table G-1:

- a. **CWBS Level:** Each CWBS Level 3 Element from the CWBS provided in response to TDR E-3 (Contract Work Breakdown Structure and Dictionary).
- b. **Description of Goods/Services:** Whether there are any goods or services under the CWBS Element for which the source of supply is still to be determined. If this is not the case (eg, because all of the work is planned to be conducted by the tenderer), tenderers are to insert the words, “No sources of supply still to be determined” (and insert the words “Not Applicable” in column c). If there are open opportunities, tenderers are to provide a description of the specific goods and services for which the source is still to be determined / finalised. This description is to include any goods and/or services that the Contractor will be acquiring through a proposed Approved Subcontractor, where the Approved Subcontractor has not yet determined or finalised the source of supply for any elements (or parts thereof) that it will be providing to the Contractor.
- c. **Opportunities for participation:** In relation to those CWBS elements that the tenderer has identified that the source of supply is still to be determined / finalised, whether or not the tenderer considers that one or more opportunities exist for Australian Industry in relation to those goods and/or services. If this is not the case, tenderers are to insert the words, “No opportunities for Australian Industry” and include a brief justification for this assessment. If this is the case, tenderers are to identify the Australian Entities (by name and ABN/NZBN) that have been identified by the Contractor as potentially suitable, including a brief description of the goods and/or services that those entities offer.

ANNEX G TO ATTACHMENT A

Note to tenderers: The preferred tenderer's response, any negotiated adjustments, and updates from pre-contract activities to engage proposed Approved Subcontractors and other Subcontractors, is to be transferred to the AIC Schedule within the AIC Plan for any resultant Contract.

Table G-2: Australian Industry Capability Schedule

Entity Name	ACN/NZCN (if applicable)	Scope of Work to be conducted in Australia or New Zealand and/or by each Australian Entity	Location	SME (yes/no)	Indigenous Enterprise	Veterans (yes/no)
a.	b.	c.	d.	e.	f.	g.
[...Contractor...]		[... Cross-refer to the response to TDR G-1.1 ...]				
[...Approved Subcontractor A...]		[... Cross-refer to the response to TDR G-1.1 ...]				
[... Entity C (Subcontractor to Approved Subcontractor A)...]						

Notes for Table G-2:

- a. Entity Name:** The name of the company or other entity if known. If not, insert 'To be determined' where the tenderer expects to subcontract that element of the work, but no subcontractor has yet been identified.
- b. ACN/NZCN:** If applicable, the Australian Company Number or New Zealand Company Number.
- c. 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 the applicable AIAs. For the tenderer and each proposed Approved Subcontractor, cross-refer to the brief description of the work scope provided in response to TDR G-1.1a. 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.
- d. Location:** The location(s) where the majority of work is to be performed. For the tenderer and each proposed Approved Subcontractor, leave this column blank (this information is to be provided in response to TDR E-1.1 for the tenderer, and TDR A-3 for each proposed Approved Subcontractor).
- e. SME:** Is the organisation a Small-to-Medium Enterprise (yes/no)?
- f. Indigenous Enterprise:** Is the organisation an Indigenous Enterprise (yes/no)?
- g. Veterans:** Has the organisation signed the Veteran's Employment Commitment (yes/no)? (refer: www.veteransemployment.gov.au)



Australian Government

Defence

[INSERT NAME OF CAPABILITY/SYSTEM] ACQUISITION CONTRACT

CONTRACT NO: (INSERT NUMBER)

DETAILS SCHEDULE

PARTIES

COMMONWEALTH OF AUSTRALIA represented by the Department of Defence

ABN 68 706 814 312 (Commonwealth)

Commonwealth Representative:	(INSERT DETAILS)	
Notice Details:	Address:	(INSERT ADDRESS)
	Fax:	(INSERT FAX NUMBER)
	Email:	(INSERT EMAIL ADDRESS)

(INSERT FULL NAME OF CONTRACTOR) ABN (INSERT CONTRACTOR'S ABN) (Contractor)

Contractor Representative:	(INSERT DETAILS)	
Notice Details:	Address:	(INSERT ADDRESS)
	Fax:	(INSERT FAX NUMBER)
	Email:	(INSERT EMAIL ADDRESS)

INFORMATION TABLE

Item	Information		
Item 1 (clause 1.4)	Effective Date (Core)	(INSERT DATE)	
Item 2 (clause 1.8)	Option Date (Optional)	(INSERT DATE/MILESTONE)	
Item 3 (clause 3.5)	Base Date (Core)	[INSERT DATE] <i>Note to drafters: The Base Date is ordinarily one month before the Closing Time.</i>	
Item 4 (clause 7.3)	Exchange Rate (RFT Core)	The spot selling rate of [INSERT THE RELEVANT FOREIGN CURRENCY/CURRENCIES] relative to the Australian Dollar used by [INSERT THE RELEVANT FINANCIAL INSTITUTION] .	
Item 5 (clause 7.4)	Bank Guarantee for Mobilisation Payment (RFT Core)	Mobilisation Security Amount:	(INSERT \$ AMOUNT BEING 50% OF THE MOBILISATION PAYMENT)
		Mobilisation Security Date:	(INSERT DATE)
Item 6	Bank Guarantee for Performance	Performance Security Amount:	\$(INSERT AMOUNT)

Item	Information	
(clause 7.5)	(RFT Core)	<div>Performance Security Date: [INSERT DATE AFTER THE EFFECTIVE DATE]</div> <div>Release Event: [INSERT EVENT THAT WILL LEAD TO RELEASE OF PERFORMANCE SECURITY BY THE COMMONWEALTH]</div>
Item 7 (clause 7.7)	Deed of Guarantee and Indemnity (RFT Core)	<input type="checkbox"/> Yes / <input type="checkbox"/> No Guarantor: (INSERT NAME)
Item 8 (clause 7.11)	Incentive Payment (Optional)	[INSERT MAXIMUM AMOUNT PAYABLE]
Item 9 (clause 7.13)	GST Agent (RFT Core)	<div>Name: (INSERT NAME) ABN: (INSERT ABN)</div> <div>Address: (INSERT ADDRESS)</div> <div>Fax: (INSERT FAX NUMBER)</div> <div>Email: (INSERT EMAIL ADDRESS)</div>
Item 10 (clause 8.1.1)	Defect Notification Period: (Core)	From the Effective Date until [INSERT PERIOD] after expiry or earlier termination of the Contract.
Item 11 (clause 8.2.1)	Defect Rectification Period: (Core)	If the Defect is a Latent Defect, the period of [INSERT PERIOD] after Acceptance of the Supplies (or if the Contract does not provide for Acceptance of the relevant Supplies, Final Acceptance). If the Defect is not a Latent Defect, the period of [INSERT PERIOD] after Acceptance of the Supplies (or if the Contract does not provide for Acceptance of the relevant Supplies, Final Acceptance) or such other period determined in accordance with clause 8.2.6.
Item 12 (clause 9.1)	Approved Contractor Insurance Program Status (Core)	<input type="checkbox"/> Yes / <input type="checkbox"/> No
Note to drafters: Delete insurance policies if they do not apply.	Limits of indemnity for required insurances: (Core)	Public liability: (clause 9.1.4a) \$[INSERT AMOUNT] million
		Products liability: (clause 9.1.4b) \$[INSERT AMOUNT] million
		Public and products liability tangible property sublimit: (clause 9.1.4c) \$[INSERT AMOUNT] million
		Professional indemnity: (clause 9.1.5) \$[INSERT AMOUNT] million
		Industrial special risks business interruption period: [INSERT NUMBER] weeks

Item	Information		
		(clause 9.1.6b)	
		Motor vehicle insurance: (clause 9.1.8b)	[\$[INSERT AMOUNT]] million
		Aviation liability: (clause 9.1.10a)	[\$[INSERT AMOUNT]] million
		Aviation products liability: (clause 9.1.10b)	[\$[INSERT AMOUNT]] million
		Aviation liability tangible property sublimit: (clause 9.1.10e)	[\$[INSERT AMOUNT]] million
		Hangarkeepers: (clause 9.1.11)	[\$[INSERT AMOUNT]] million
		Marine liability: (clause 9.1.13)	[\$[INSERT AMOUNT]] million
		Marine liability tangible property sublimit: (clause 9.1.13c)	[\$[INSERT AMOUNT]] million
		Ship builders: (clause 9.1.14b)	[\$[INSERT AMOUNT]] million
		Cyber (clause 9.1.15)	[\$[INSERT AMOUNT]] million
		Contract works advanced consequential loss period: (clause 9.1.16b)	[INSERT NUMBER] weeks
Item 13 (clause 10.10.1)	Limitation Amount: (Core)	Loss of or damage to Defence property (other than Supplies): (clause 10.10.1a)	[\$[INSERT AMOUNT]] million
		Liquidated Damages: (clause 10.10.1b)	[\$[INSERT AMOUNT]] million
		Loss of or damage to Supplies (including loss of use of Supplies), and Losses other than those referred to in	[\$[INSERT AMOUNT]] million

Item	Information		
		clauses 10.10.1a and 10.10.1b: (clause 10.10.1c)	
Item 14 (clause 10.10.3)	Overall Limitation Amount: (Optional)	Loss of any kind:	[\$[INSERT AMOUNT]] million
Item 15 (clause 10.11)	Renegotiation Threshold: (Core)	[INSERT \$ AMOUNT OR % OF THE CONTRACT PRICE]	
Item 16 (clause 11.9.3a)	Approved Subcontractor Threshold: (Core)	[INSERT \$ AMOUNT OR % OF THE CONTRACT PRICE]	
Item 17 (clause 11.10)	Defence Security: (Core)	Security classification of information, assets and work to be performed under the Contract: (clause 11.10.3)	[INSERT CLASSIFICATION]
		Personnel security clearance level: (clause 11.10.3b)	[INSERT CLASSIFICATION]
		DISP membership required: (clause 11.10.4 or 11.10.5) Note to Drafters: Delete DISP Governance Level, DISP Personnel Security Level, DISP Physical Security Level and DISP Information / Cyber Security Level if DISP membership is not required.	<input type="checkbox"/> Yes / <input type="checkbox"/> No
		DISP Governance Level: Note to drafters: In accordance with Control 16.1 of the DSPF, the DISP membership level required for the Governance element must equal the highest DISP membership level	[INSERT LEVEL] [INSERT SPECIFIC DETAILS IF REQUIRED]

Item	Information
	<div>required for the other elements.</div> <div>DISP Personnel Security: [INSERT LEVEL] [INSERT SPECIFIC DETAILS IF REQUIRED]</div> <div>DISP Physical Security Level: [INSERT LEVEL] [INSERT SPECIFIC DETAILS IF REQUIRED]</div> <div>DISP Information / Cyber Security Level: [INSERT LEVEL] [INSERT SPECIFIC DETAILS IF REQUIRED]</div> <div>Security Classification and Categorisation Guide included: (clause 11.10.7) <input type="checkbox"/> Yes / <input type="checkbox"/> No</div> <div>COMSEC material: (clause 11.10.9 and 11.10.10) <input type="checkbox"/> Yes / <input type="checkbox"/> No</div> <div><input type="checkbox"/> transmitted in Australia <input type="checkbox"/> transmitted overseas</div>
Item 18 (clause 12.1)	Governing law: [INSERT RELEVANT STATE OR TERRITORY] (Core)
Item 19 (clause 13.1.4)	Management Representatives (position): (Core)
	Commonwealth: (INSERT DETAILS) Contractor: (INSERT DETAILS)
Item 20 (clause 13.1.5)	Senior Representatives (position): (Core)
	Commonwealth: (INSERT DETAILS) Contractor: (INSERT DETAILS)

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1 CONTRACT FRAMEWORK

1.1 Definitions (Core)

- 1.1.1 In the Contract, unless the contrary intention appears, words, abbreviations and acronyms have the meanings given to them in the Details Schedule, or by the Glossary at Attachment M. The Glossary also contains definitions of WBS elements, a list of documents referred to in the Contract and details of the version that is applicable to the Contract.

1.2 Interpretation (Core)

- 1.2.1 In the Contract, unless the contrary intention appears:
- a. headings are for the purpose of convenient reference only and do not form part of the Contract;
 - b. the singular includes the plural and vice-versa;
 - c. a reference to one gender includes any other;
 - d. a reference to a person includes a body politic, body corporate or a partnership;
 - e. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the end of the next Working Day;
 - f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
 - g. a reference to a clause includes a reference to a subclause of that clause;
 - h. a reference to a 'dollar', '\$', '\$A' or 'AUD' means the Australian dollar;
 - i. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the Effective Date specified in the Details Schedule, or alternatively, a reference to another version of the document if agreed in writing between the parties;
 - j. the word 'includes' in any form is not a word of limitation;
 - k. a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of the Contract; and
 - l. a provision stating that a party 'may' agree or consent to something, approve or reject something, or take or decline to take an action, means that the party may exercise its discretion in deciding whether or not to do so, and may impose conditions on any such agreement, consent or approval.

1.3 Objectives (Core)

- 1.3.1 The objectives of the parties in entering into the Contract are:
- a. to ensure that, for the payments provided for under the Contract, the Contractor delivers the Supplies on time, on budget, and to the required safety, quality and capability, in accordance with the Contract;
 - b. to provide materiel elements and associated services, Intellectual Property (IP) rights, Technical Data (TD), know-how and know-why, which enable an effective Capability that:
 - (i) achieves the ADF's mission for the Capability, as set out in the Contract;
 - (ii) achieves Defence's Sovereignty needs, including providing the Commonwealth with the capability to have enduring sovereign control over the operation and sustainment of the Mission System; and
 - (iii) ensures Materiel Safety, achieves Environmental Outcomes, and complies with, and enables the Commonwealth to comply with, all applicable environmental and safety laws and related regulatory requirements,

(collectively, the '**ADF Capability Objectives**');)

c. to:

- (i) within the context of clause 1.3.1d, identify and pursue opportunities to maximise the participation of Australian Entities in the performance of the Contract;
- (ii) facilitate the creation, enhancement and/or maintenance of Industry Capabilities within Australia and New Zealand to satisfy the Contract requirements, achieve the ADF Capability Objectives, and support government's and Defence's goals for Australian Industry, as set out in Defence industry policy; and
- (iii) ensure that Australian Industry has the necessary technology, IP rights, TD, know-how and know-why to participate in future development and sustainment work in relation to the Materiel System,

(collectively, the '**Australian Industrial Capability (AIC) Objectives**');)

- d. to obtain value for money for the Commonwealth on a whole-of-life basis in relation to the Supplies in accordance with the Commonwealth Procurement Rules (CPRs), including through minimising Life Cycle Cost for the Materiel System as required by the Contract;
- e. to obtain for the Contractor as a commercial entity a reasonable return on its investment when it performs the Contract efficiently and successfully, being a return that appropriately reflects properly managed risks assumed by the Contractor in the performance of the Contract;
- f. for each party to perform their respective obligations under the Contract with full commitment to fostering trust, cooperation and collaboration, including by:
 - (i) communicating openly and honestly and in a timely manner;
 - (ii) sharing information to support effective decision making and using information shared for positive outcomes;
 - (iii) working together respectfully, productively and in a timely manner to achieve best for Capability outcomes;
 - (iv) taking accountability and delivering on commitments;
 - (v) assigning personnel with the requisite capability and capacity for collaborative working;
 - (vi) providing proactive, cooperative and flexible support when challenges arise; and
 - (vii) accepting and respecting decisions once made; and
- g. **[INSERT PROJECT SPECIFIC OBJECTIVES IF ANY].**

1.3.2 Without in any way affecting or overriding the other terms of the Contract, each party agrees to perform its obligations and enforce its rights under the Contract having regard to, and with the aim of, achieving the objectives described in clause 1.3.1.

1.4 Effective Date (Core)

1.4.1 The Contract commences on the Effective Date specified in the Details Schedule.

1.5 Entire Agreement (Core)

1.5.1 To the extent permitted by law, the Contract represents the parties' entire agreement in relation to the subject matter of the Contract and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

1.6 Precedence of Documents (Core)

1.6.1 If there is any inconsistency between parts of the Contract, a descending order of precedence shall be accorded to:

- a. the COC (including the Details Schedule) and the Glossary (other than the referenced documents in the Glossary);
- b. the SOW and its annexes;
- c. the attachments other than the SOW and the Glossary; and
- d. any document incorporated by express reference or otherwise referenced as part of the Contract,

so that the provision in the higher ranked document, to the extent of the inconsistency, shall prevail.

1.7 Contracted Requirement (Core)

- 1.7.1 The Contractor shall, for the Contract Price and any other payment required under the Contract, provide the Supplies and comply with all of its other obligations under the Contract.

1.8 Option for Further Quantities and Optional Extras (Optional)

- 1.8.1 The Contractor grants the Commonwealth the option to purchase additional quantities of Supplies and optional extras as set out in Annex D to Attachment B, at any time prior to the Option Date specified in the Details Schedule. The option shall be subject to the terms of the Contract, including those detailed in Annex D to Attachment B.
- 1.8.2 The Commonwealth may exercise the option by giving a notice to the Contractor identifying the optional extras or quantity and type of additional quantities of Supplies (as appropriate) to be purchased. The Contractor shall, within 30 days after receipt of the notice, submit a CCP in accordance with clause 11.1 to give effect to the exercise of the option.

2 CONTRACT GOVERNANCE

2.1 Representatives (Core)

- 2.1.1 The Commonwealth Representative is responsible for managing the Contract on behalf of the Commonwealth.
- 2.1.2 The Contractor shall comply with the reasonable directions of the Commonwealth Representative made within the scope of the Contract.
- 2.1.3 The parties may discuss the effect of a direction on the Contractor, including through the Contract Governance Framework set out in Attachment P. If the parties agree that the direction is not consistent with clause 2.1.2, the Contractor may submit a CCP to give effect to the direction.
- 2.1.4 If given orally, a direction shall be confirmed in writing by the Commonwealth Representative within 10 Working Days. Unless otherwise specified in the Contract, the Commonwealth Representative has no authority to waive any provision of, or release the Contractor from, its obligations under the Contract except in accordance with clause 11.1 or clause 8.4 of the SOW.
- 2.1.5 The Contractor Representative has the authority to represent the Contractor for the purposes of the Contract.
- 2.1.6 The Commonwealth Representative or the Contractor Representative:
- a. shall advise of a change in representative; and
 - b. may delegate their functions under the Contract, or authorise another person on their behalf to carry out their functions under the Contract,
- by giving a notice to the other party (including updated Notice Details specified in the Details Schedule, and the scope of the delegation or authorisation, as applicable).
- 2.1.7 Unless authorised by the Contract, any work performed or cost incurred by the Contractor in response to a communication from the Commonwealth Representative is at the Contractor's sole risk.

2.2 Notices (Core)

- 2.2.1 Unless the contrary intention appears, any notice under the Contract shall be effective if it is in writing and sent from and delivered to the Commonwealth Representative or Contractor Representative, as the case may be, in accordance with the Notice Details specified in the Details Schedule.
- 2.2.2 A notice given in accordance with this clause 2.2 is deemed to be delivered:
- a. if hand delivered, when received at the address;
 - b. if sent by pre-paid post, in three Working Days when sent within Australia and in eight Working Days when sent by air mail from one country to another;
 - c. if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice, unless within one Working Day after that transmission, the recipient informs the sender that it has not received the entire notice; or
 - d. if sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the recipient,
- but if the receipt, transmission or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is taken to be received at 9.00am (recipient's local time) on the next Working Day.

2.3 Governance Framework (Core)

- 2.3.1 The Commonwealth and the Contractor shall manage their Contract relationship, and oversee and manage their respective performance of the Contract, in accordance with the Contract Governance Framework set out in Attachment P.

3 PRODUCTION OF THE SUPPLIES**3.1 Language and Measurement (Core)**

- 3.1.1 All information delivered as part of the Supplies under the Contract shall be written in English. If such documentation is a translation into the English language, the translation shall be accurate and free from ambiguity.
- 3.1.2 Measurements of physical quantity shall be in Australian legal units as prescribed under the *National Measurement Act 1960* (Cth), or, if Supplies are imported, units of measurement as agreed in writing by the Commonwealth Representative.

3.2 Standards of Work and Conformity (Core)

- 3.2.1 The Contractor shall:
- a. carry out its work under the Contract (including designing, developing, manufacturing, constructing, installing, integrating and testing the Supplies, and providing services):
 - (i) in accordance with the standards specified in the Contract and all applicable laws; and
 - (ii) otherwise in accordance with good industry practice;
 - b. ensure that the Supplies conform to the requirements of the Contract; and
 - c. ensure that the Supplies are compatible with and do not restrict the performance of, or adversely affect, other equipment specified or referred to in the Contract that will, or may, be used with the Supplies.
- 3.2.2 For the purpose of this clause, 'good industry practice' means practices, methods and standards that would reasonably be expected from professional and experienced contractors in the relevant industry undertaking the same type of work as the Contractor in the same or similar circumstances.

3.3 Fitness for Purpose (Core)

- 3.3.1 The Contractor shall ensure that the Supplies are fit for the purposes provided for in the Contract, except to the extent that the failure of the Supplies to be fit for purpose results from a Commonwealth Default.

3.4 Authorisations (Core)

- 3.4.1 The Contractor shall, and shall ensure that its Subcontractors:
- a. obtain and maintain in full force all Authorisations (other than Export Approvals);
 - b. take all reasonable steps to obtain and maintain in full force all Export Approvals;
 - c. provide a copy of any Authorisations to the Commonwealth within five Working Days after request by the Commonwealth; and
 - d. ensure that all work under the Contract is performed and the Supplies are provided in accordance with all Authorisations.
- 3.4.2 The Contractor shall notify the Commonwealth Representative within five Working Days after receiving notification that an Authorisation is refused, revoked or qualified.
- 3.4.3 The Contractor shall notify the Commonwealth Representative within five Working Days after:
- a. the application for an Export Approval; or
 - b. the grant of, or a new requirement for, an Export Approval.
- 3.4.4 The Commonwealth shall, on request by the Contractor, give the Contractor all assistance reasonably required to facilitate the provision of an Export Approval, including the provision of a certificate by the Commonwealth as to the end use of the Supplies.
- 3.4.5 The Commonwealth shall take all reasonable steps to ensure that the provision and use of GFM under the Contract is permitted under all applicable Export Approvals.
- 3.4.6 The Contractor shall, on request by the Commonwealth, give the Commonwealth all assistance reasonably required to ensure that the provision and use of GFM under the Contract is permitted under all applicable Export Approvals.
- 3.4.7 If a party becomes aware of a breach of an Export Approval, it shall promptly notify the other party and co-operate with any investigation or disclosure to the relevant government authorities in relation to the breach.

3.5 Imported Supplies and Customs Entry (RFT Core)

- 3.5.1 The Contractor shall arrange customs entry and the payment of any customs duty applicable to the Supplies at no additional cost to the Commonwealth, except as provided in this clause 3.5.
- 3.5.2 The Contractor shall give the Commonwealth Representative a notice, including supporting evidence, of any variation to the rate of customs duty applicable to the Supplies between the Base Date specified in the Details Schedule and the relevant date of entry and:
- a. in the case of an increase, the Contractor may claim reimbursement of an amount equivalent to the extra customs duty payable as a consequence of the increase; or
 - b. in the case of a decrease, the Commonwealth may elect to recover under clause 13.6 an amount equivalent to the reduction in the customs duty payable as a consequence of the decrease. No amount shall be owing to the Commonwealth under this clause 3.5.2 until the Commonwealth elects to recover the amount.
- 3.5.3 The Commonwealth shall not be liable to reimburse the Contractor for any fine or penalty incurred by the Contractor under any Australian customs, excise or duty legislation applicable to the importation of the Supplies.

3.6 Key Persons and Personnel (Optional)

Note to drafters: Key Persons are those individuals named in the Approved PMP for the corresponding Key Staff Position in accordance with clause 3.4 of the SOW.

- 3.6.1 The Contractor shall ensure that each person named in the Approved Project Management Plan is appointed to the Key Staff Position nominated for that person by the date specified in the Approved Project Management Plan, and that each vacancy is filled as soon as practicable by a person accepted under this clause 3.6.
- 3.6.2 If the Contractor becomes aware that a Key Person will or may become unavailable to fill the relevant Key Staff Position for a period of four consecutive weeks or more, the Contractor shall:
- promptly notify the Commonwealth of the impending unavailability; and
 - as soon as practicable, nominate a replacement with comparable experience, skills and expertise.
- 3.6.3 The Commonwealth may give a notice, including reasons, directing the Contractor to remove specified Contractor Personnel from work in respect of the Contract, if in the Commonwealth Representative's reasonable opinion that the person specified in the notice is:
- a Key Person who is unable to perform the work required of them under the Contract for reasons of incapacity or incompetence; or
 - acting inappropriately to undertake the work required of them under the Contract for reasons relating to WHS, security, equity and diversity, workplace gender equality, probity or the relationship between the Commonwealth and the Contractor.
- 3.6.4 If the Commonwealth gives the Contractor a notice under clause 3.6.3 the Contractor shall (or shall ensure that the relevant Subcontractor shall):
- within the period specified in the notice, remove the Key Person from the relevant Key Staff Position; and
 - as soon as practicable, nominate a replacement with comparable experience, skills and expertise.
- 3.6.5 For any person nominated as a Key Person or to replace a Key Person, the Contractor shall give the Commonwealth the documentation required by clause 3.4 of the SOW.
- 3.6.6 The Commonwealth shall notify the Contractor within 10 Working Days after receiving the documentation referred to in clause 3.6.5 whether or not a nomination has been accepted (including reasons if the nomination is rejected). The Commonwealth shall act reasonably in determining whether to accept or reject the nomination. If the Commonwealth notifies the Contractor that a nomination is rejected, the Contractor shall promptly nominate another person to replace the person.
- 3.6.7 The Contractor shall not be entitled to a postponement of a date for delivery of Supplies or a Milestone Date under clause 6.3 as a result of:
- any obligation of the Contractor to remove or replace a person under this clause 3.6 or any failure by the Contractor to provide a replacement person; or
 - the exercise by the Commonwealth of any right under this clause 3.6.
- 3.6.8 If the Contractor is required to replace any Key Person under this clause and a replacement person satisfactory to the Commonwealth is not accepted within three months after the Commonwealth first receives or provides notice under clause 3.6.2 or clause 3.6.3, the Commonwealth may give the Contractor a Default Notice in accordance with clause 13.3.

3.7 GFM – Provision and Management (RFT Core)

Note to drafters: Clause 3.7 of the COC and clause 3.12 of the SOW are optional but interdependent and must be inserted or omitted as a package.

- 3.7.1 The Commonwealth shall deliver or provide access to, and the Contractor shall manage, GFM in accordance with the Contract.

- 3.7.2 The Commonwealth shall notify the Contractor of any known damage, defect or deficiency in the GFM.
- 3.7.3 The Contractor acknowledges and agrees that:
- a. the Commonwealth's obligations to provide GFM on the dates or at the times described in Attachment E is subject to the Contractor delivering the Supplies in accordance with clause 6.1.1; and
 - b. any delay of the Contractor in meeting its obligations under the Contract may result in the Commonwealth not being able to provide GFM at the time the Contractor requires delivery of or access to that GFM.
- 3.7.4 Subject to any other rights of the Commonwealth under the Contract, if at any time the Contractor requires a change to the timing of delivery or access to GFM, the Commonwealth shall use reasonable endeavours to accommodate such change.
- 3.7.5 To avoid doubt, clause 3.7.4 does not require the Commonwealth to remove GFM from operational requirements, amend any other contracts, incur any additional costs or provide the Contractor with GFM allocated to or available for other contracts.
- 3.7.6 The Contractor shall not be entitled to postponement of a date for delivery of Supplies or a Milestone Date, or to postponement costs, on the basis of any failure by the Commonwealth to deliver or provide access to GFM in accordance with any changed requirement under clause 3.7.4, except to the extent that the requirement for the change resulted from an event or circumstance in respect of which the Contractor was entitled to postponement in accordance with clause 6.3.
- 3.7.7 The Contractor shall ensure that the GFM does not adversely impact on production, delivery or functionality of Supplies.

Option: For when GFI is to be provided.

- 3.7.8 The parties acknowledge that the GFI is not furnished to the Contractor for the purpose of either directing or guiding the Contractor's task under the Contract. The Commonwealth does not warrant the suitability of such GFI for any particular use or application, nor does the Commonwealth warrant the accuracy or precision of the GFI.
- 3.7.9 Except as otherwise provided in this clause 3.7, the Contractor shall be responsible for the application or use of the GFI and any conclusions, assumptions or interpretations made by the Contractor on the basis of the GFI, or its application or use of them.

Option: For use if the Contract includes GFD or Commonwealth Mandated GFM.

Note to Drafters: Data should only be furnished to the Contractor as GFD where it is required for the performance of the Contract, and can only be provided to the Contractor by the Commonwealth and cannot be independently verified by the Contractor.

- 3.7.10 The Commonwealth shall ensure that each item of GFD and Commonwealth Mandated GFM is fit for the purpose provided for in Attachment E in respect of that item, except to the extent that the failure of the item to be fit for the relevant purpose results from:
- a. a Defect that was present in the item when it was provided to the Commonwealth by or through the Contractor or a Related Body Corporate of the Contractor, whether under the Contract or another contract; or
 - b. a Contractor Default.

3.8 Government Furnished Facilities (Optional)

Note to drafters: Use clause 3.8 if there is to be a licence of GFF to the Contractor. If there is not to be a licence of GFF, mark clause 3.8 'Not Used'.

All necessary approvals under the Lands Acquisition Act 1989 (Cth) (LAA) to grant a GFF Licence must be obtained before the Contract is signed. Failure to obtain the necessary LAA approvals before then will breach the LAA.

Drafters must engage with Directorate of Licensing and Leasing, Infrastructure Division, Security and Estate Group when entering into a Contract that will licence GFF to the Contractor.

3.8.1 The Commonwealth grants to the Contractor a non-exclusive licence to occupy and use the GFF on the terms set out in Attachment O.

3.8.2 Each party shall comply with its obligations under Attachment O and the SOW.

3.9 Commonwealth Property (Core)

3.9.1 The Contractor acknowledges that GFM and any other Commonwealth Property provided to or used by the Contractor or a Subcontractor for the purposes of the Contract, remains the property of the Commonwealth.

3.9.2 The Commonwealth retains the right to identify Commonwealth Property as its property and the Contractor shall preserve any means of identification.

3.9.3 The Contractor shall only use Commonwealth Property:

- a. for the purposes of the Contract;
- b. in a manner consistent with any applicable requirements for the Commonwealth Property, including as set out in the SOW; and
- c. for the purposes for which the Commonwealth Property was designed, manufactured or constructed or as otherwise required by the Contract.

3.9.4 The Contractor shall not, without the prior written approval of the Commonwealth Representative, do any of the following:

- a. modify Commonwealth Property;
 - b. move Commonwealth Property from the location to which it was delivered (except to return the property to the Commonwealth); or
 - c. transfer possession or control of Commonwealth Property to any other person,
- except to the extent reasonably necessary to enable the Contractor to satisfy an express requirement of the Contract.

3.9.5 The Contractor shall not, without the prior written approval of the Commonwealth Representative, create or allow to be created any Security Interest over any Commonwealth Property.

3.9.6 The Contractor shall return all items of Commonwealth Property (including GFM) that are required to be returned to the Commonwealth in accordance with the SOW, Attachment O or as otherwise directed by the Commonwealth Representative.

3.9.7 The Contractor acknowledges that it may be provided with the ability to access Commonwealth-held information in connection with its performance of the Contract, including through access to Commonwealth information technology systems. The Contractor shall not access or use Commonwealth-held information except to the extent strictly required for the performance of the Contractor's obligations under the Contract.

3.9.8 Without limiting the Contractor's obligations with respect to Commonwealth Property as set out in the SOW and Attachment O, the Contractor shall notify the Commonwealth Representative within five Working Days after becoming aware of any material loss or damage to, or any material defect in, any Commonwealth Property provided to, or used by, the Contractor or a Subcontractor for the purposes of the Contract.

3.10 Government Furnished Services (Optional)

Note to drafters: GFS may apply for Defence information system use. Refer to Attachment E.

- 3.10.1 The Commonwealth shall provide the GFS, and the Contractor shall coordinate the provision of GFS, in accordance with the Contract.
- 3.10.2 If the Commonwealth fails to provide the GFS on the dates set out in Attachment E, the Contractor may make a claim for postponement, except to the extent that the failure to provide the GFS was caused by a Contractor Default. The process for submission and consideration of the claim shall be undertaken, and any rights of the Contractor determined, in accordance with clauses 6.2 and 6.3.

Option: For when the Commonwealth mandates GFS.

- 3.10.3 The Commonwealth shall ensure that the Commonwealth Mandated GFS is fit for its intended purpose (being the purpose specified in respect of the GFS in Attachment E) except to the extent that the failure of GFS to be fit for the relevant purpose results from:
- a. any deficiency or other non-compliance in the GFS when it was provided to the Commonwealth, by the Contractor or a Related Body Corporate of the Contractor (whether under the Contract or another contract); or
 - b. a Contractor Default.
- 3.10.4 If the Contractor becomes aware of a deficiency or other issue that may result in the GFS not being fit for its intended purpose, the Contractor shall, as soon as reasonably practicable, notify the Commonwealth of the deficiency or issue.

4 AUSTRALIAN INDUSTRY CAPABILITY

4.1 General AIC Requirements (Core)

- 4.1.1 The Contractor shall:
- a. comply with the AIC Obligations;
 - b. comply with the Approved AIC Plan; and
 - c. ensure that the AIC Subcontractors comply with their respective AIC Subcontractor Obligations.
- 4.1.2 The Contractor acknowledges and agrees that it is of critical importance to the Commonwealth that the Contractor complies with its AIC Obligations and that the Contractor ensures the involvement of Australian Industry in the provision of the Supplies as required by the Contract.
- 4.1.3 The Contractor shall undertake the required activities to comply with the AIC Obligations. Without limiting the AIC Obligations, and with the aim of achieving the AIC Objectives, the Contractor shall continually:
- a. identify and promote opportunities for enhancing the quality of Australian Industrial participation in the performance of the Contract, particularly in relation to developing, enhancing and maintaining Industry Capabilities;
 - b. monitor and explore opportunities for the increased involvement of Australian Industry in the performance of the Contract; and
 - c. liaise with the Commonwealth in relation to AIC in the performance of the Contract and reporting on its performance of the AIC Obligations in accordance with the SOW.
- 4.1.4 Where the Contractor fails to comply with any AIC Obligation, or anticipates that it is likely to fail to comply with any AIC Obligation, it shall notify the Commonwealth Representative in writing as soon as reasonably practicable.
- 4.1.5 The Contractor acknowledges and agrees that:
- a. compliance with the AIC Obligations shall not relieve the Contractor from its liabilities or other obligations under the Contract;

- b. Acceptance of the Supplies shall not relieve the Contractor from complying with its AIC Obligations; and
- c. the public AIC Plan section of the Approved AIC Plan will be made publicly available on a Commonwealth internet website.

4.2 Essential AIC Obligations (Core)

- 4.2.1 The Contractor shall:
- a. comply with the obligations under the Contract (including in Attachment F and clause 10 of the SOW) in relation to the Australian Industry Activities; and
 - b. in respect of each ACE Measurement Point, ensure that the Achieved ACE Percentage is equal to or greater than the Prescribed ACE Percentage for that ACE Measurement Point.

4.3 Independent AIC Audit Program (Core)

- 4.3.1 Without limiting the Commonwealth's rights under clause 11.7, the Contractor acknowledges and agrees that the Contractor's compliance with its AIC Obligations and an AIC Subcontractor's compliance with its AIC Subcontractor Obligations may be audited as part of the Independent AIC Audit Program.
- 4.3.2 Each person conducting an audit under the Independent AIC Audit Program is a person authorised by the Commonwealth Representative for the purposes of clause 11.7 of the Contract.

4.4 AIC Remediation (Core)

- 4.4.1 Without limiting the Commonwealth's other rights and remedies under the Contract or at law, if, at any time, the Commonwealth Representative considers on reasonable grounds (including having regard to the outcomes of any audit including an audit under the Independent AIC Audit Program) that:
- a. the Contractor has failed to comply with, or is likely to fail to comply with, an AIC Obligation; or
 - b. an AIC Subcontractor has failed to comply with, or is likely to fail to comply with, an AIC Subcontractor Obligation,
- the Commonwealth Representative may, by notice to the Contractor, require the Contractor to develop and deliver an AIC Remediation Plan in accordance with CDRL Line Number AIC-160 ('**AIC Remediation Plan**').
- 4.4.2 The Contractor shall ensure that the Approved AIC Remediation Plan and the steps taken to implement an Approved AIC Remediation Plan:
- a. do not limit or affect the Contractor's ability to perform its obligations under the Contract; and
 - b. are not otherwise inconsistent with the Contract.
- 4.4.3 The date for submission of an AIC Remediation Plan for Approval by the Commonwealth Representative shall be agreed between the parties, or, if the parties cannot agree within 15 Working Days of the Commonwealth Representative's notice under clause 4.4.1, a reasonable period determined by the Commonwealth Representative.
- 4.4.4 Following the Commonwealth's Approval of the AIC Remediation Plan, the Contractor shall comply with the Approved AIC Remediation Plan.
- 4.4.5 The Approved AIC Remediation Plan does not limit or affect the Contractor's obligations under the Contract including the AIC Obligations.

4.5 AIC Remedies (Core)

- 4.5.1 The Contractor acknowledges and agrees that:

- a. the Commonwealth may suffer loss or damage if the Contractor fails to comply with any AIC Obligation, an AIC Subcontractor fails to comply with any AIC Subcontractor Obligation or the Contractor fails to comply with an Approved AIC Remediation Plan;
 - b. damages may not be an adequate remedy for a failure of:
 - (i) the Contractor to comply with any AIC Obligation;
 - (ii) an AIC Subcontractor to comply with any AIC Subcontractor Obligation; or
 - (iii) the Contractor to comply with an Approved AIC Remediation Plan,
 and that remedies such as specific performance or injunctive relief may be sought by the Commonwealth;
 - c. the Essential AIC Obligations are each essential and fundamental terms of the Contract; and
 - d. the rights of the Commonwealth under this clause 4.5 are in addition to, and do not limit or affect, any other rights or remedies under the Contract or at law.
- 4.5.2 Without limiting clause 7.9.1a, the Commonwealth may suspend payment under clause 7.9.1b if:
- a. the Contractor does not develop and deliver an AIC Remediation Plan in accordance with clause 4.4.1 by the date being 15 Working Days after the date for submission determined in accordance with clause 4.4.3, for the period from that date until the AIC Remediation Plan is Approved;
 - b. the Commonwealth Representative does not Approve the AIC Remediation Plan developed and delivered by the Contractor under clause 4.4.1, for the period from the date being 15 Working Days after the date the Commonwealth Representative notifies the Contractor that the AIC Remediation Plan is not Approved until the AIC Remediation Plan is Approved; or
 - c. the Commonwealth Representative considers that the Contractor has not complied with the requirements of an Approved AIC Remediation Plan, for the period from the date being 15 Working Days after the date the Commonwealth Representative notifies the Contractor of the non-compliance until the Commonwealth is satisfied that the Contractor is complying with the requirements of the Approved AIC Remediation Plan.
- 4.5.3 The Commonwealth may give the Contractor a notice of termination for default under clause 13.2.1e if:
- a. an AIC Remediation Plan has not been Approved by the Commonwealth Representative within four months of the date for submission determined in accordance with clause 4.4.3;
 - b. the Contractor has not complied with the requirements of an Approved AIC Remediation Plan within three months of the Contractor being notified by the Commonwealth that the Contractor is not complying with the Approved AIC Remediation Plan; or
 - c. the Contractor commits a breach of an Essential AIC Obligation that, in the Commonwealth's opinion, is not capable of being remedied.

5 TECHNICAL DATA, SOFTWARE AND CONTRACT MATERIAL

Note to drafters: Ensure that the outcomes of the Commonwealth's TD Requirements Analysis (TDRA) align to the PES, OCD / Support Concept and FPS, and are accurately reflected in this clause 5 and the TDSR Schedule. Information for conducting a TDRA can be found in CASG Handbook (E&T) 12-2-003 Technical Data Management Handbook, which can be accessed at: <http://modelpedia.dpe.protected.mil.au/PublishedWebsite/LatestFinal/5E812EBC-90FE-4E4C-9064-3810D9E9C084/Item/AC2783A0-E8CA-4479-BCE7-A1B7A6CF1D9A> Drafters should refer to the ASDEFCON TD / IP Handbook to assist with understanding and tailoring this clause or the TDSR Schedule. These clauses have been drafted following Defence industry consultation and reflect an endorsed Defence position. Changes to the clauses may result in additional risk to

the Commonwealth or a reduction in the Commonwealth's capacity to use TD, Software and Contract Material to operate and support the Capability.

5.1 Ownership of Intellectual Property (Core)

Note to tenderers: The Commonwealth's default position reflected in clause 5.1 is that the Contractor (or its nominee) will own all IP created under the Contract. However, under clause 5.1.3 an exception exists to enable the Commonwealth to own newly created IP in specific items of TD and Software identified in Annex C to the TDSR Schedule (i.e. Commonwealth TD and Commonwealth Software). The Commonwealth may require ownership of this TD and Software for reasons relating to national security and/or strategic interests associated with the program or a Capability's whole-of-life requirements.

Clause 5.1.3 states that the Commonwealth will own any newly-created IP under the Contract in relation to GFM (including new IP in updates or amendments to GFM), unless the Contractor owns all the IP in the GFM. The Commonwealth's default position is that ownership of newly created IP created under a subcontract will be determined by the terms of the relevant Subcontract between the Contractor and Subcontractor. However, clause 5.1.3 states that the Contractor is obliged to ensure that the Commonwealth is assigned any IP created under a Subcontract in Commonwealth TD, Commonwealth Software and GFM, whether the IP is owned by the Subcontractor or the Contractor.

- 5.1.1 Nothing in the Contract affects the ownership of Intellectual Property (IP), except as expressly provided for in this clause 5.
- 5.1.2 Subject to the other provisions of this clause 5.1, the parties agree that all IP created under the Contract in respect of TD, Software or Contract Material, is assigned to the Contractor (or its nominee) immediately upon its creation.
- 5.1.3 The Contractor shall ensure that all IP created under the Contract or a Subcontract in respect of:
 - a. Commonwealth TD or Commonwealth Software that is delivered or required to be delivered to the Commonwealth or any other person under the Contract; and
 - b. GFM (except as provided for in clause 5.1.4),
 is assigned to the Commonwealth (or its nominee) immediately upon its creation.
- 5.1.4 The parties agree that IP created under the Contract or a Subcontract in respect of GFM is not required to be assigned to the Commonwealth under clause 5.1.3 if:
 - a. the Contractor or a Subcontractor owns all of the IP in the GFM to be provided to it under the Contract; or
 - b. Attachment E specifies that the Contractor (or its nominee) is to own any IP created under the Contract or a Subcontract in respect of the GFM.

5.2 TD and Software (Core)

- 5.2.1 This clause 5.2 applies to all TD and Software delivered or required to be delivered to the Commonwealth or any other person under the Contract, other than:
 - a. Commercial TD or Commercial Software to which clause 5.3 applies;
 - b. Commonwealth TD or Commonwealth Software to the extent that clause 5.4 applies to that TD or Software; and
 - c. TD or Software provided as, or as a part of, GFM where clause 5.5 applies to that GFM.
- 5.2.2 The Contractor grants to the Commonwealth (or shall ensure the Commonwealth is granted) a Licence in respect of all TD and all Software to which this clause 5.2 applies, to:
 - a. Use the TD or Software for any Defence Purpose; and
 - b. grant a Sublicence in accordance with clause 5.2.3 and clause 5.8 to Use the TD or Software.
- 5.2.3 The Commonwealth may grant a Sublicence in respect of all TD and all Software to which this clause 5.2 applies, to:

- a. a Commonwealth Service Provider to Use the TD or Software to enable the Commonwealth Service Provider to perform its obligations, functions or duties to the Commonwealth;
- b. any person to Use the TD or Software, or to grant a further sublicense to Use the TD or Software, to do any of the following:
 - (i) installing or configuring the Supplies;
 - (ii) physically integrating the Supplies with other systems;
 - (iii) operating or maintaining the Supplies;
 - (iv) rectifying any Defect in the Supplies where the Contractor has failed to comply with its obligations under clause 8.2 in relation to the Defect;
 - (v) undertaking training in relation to the Supplies;
 - (vi) removing or uninstalling the Supplies;
 - (vii) decommissioning or destroying the Supplies;
 - (viii) for the person to respond to a Request to be engaged for any of the above purposes; and
 - (ix) for any other purpose (including to modify and upgrade the Supplies) but subject to any restrictions specified in Annex A to the TDSR Schedule; and
- c. any person for a purpose referred to in clause 11.4.3.

5.3 Commercial TD and Commercial Software (Core)

- 5.3.1 This clause 5.3 applies to all Commercial TD and Commercial Software delivered or required to be delivered to the Commonwealth or any other person under the Contract.
- 5.3.2 The Contractor shall ensure that each Commercial Item (and related Commercial TD or Commercial Software) delivered or required to be delivered under the Contract is specified as a Key Commercial Item in Annex B to the TDSR Schedule, if the IP in the related Commercial TD or Commercial Software is owned by:
 - a. the Contractor;
 - b. an Approved Subcontractor; or
 - c. a Related Body Corporate of the Contractor,
 unless otherwise agreed by the Commonwealth in writing.
- 5.3.3 The Contractor shall ensure that the Commonwealth is granted a licence in respect of all Commercial TD and all Commercial Software to which this clause 5.3 applies, on the following terms:
 - a. for TD and Software relating to a Key Commercial Item, a licence to Use the TD or Software, or to grant a sublicense to any person to Use the TD or Software, to do any of the following
 - (i) installing or configuring the Supplies;
 - (ii) physically integrating the Supplies with other systems;
 - (iii) operating or maintaining the Supplies;
 - (iv) rectifying any Defect in the Supplies where the Contractor has failed to comply with its obligations under clause 8.2 in relation to the Defect;
 - (v) undertaking training in relation to the Supplies;
 - (vi) removing or uninstalling the Supplies;
 - (vii) decommissioning or destroying the Supplies; and
 - (viii) for the person to respond to a Request to be engaged for any of the above purposes,

- subject to any restrictions specified in Annex B to the TDSR Schedule for that item; and
- b. for all other TD and Software, on the best commercial terms available to the Contractor.
- 5.3.4 The Contractor shall ensure that any licence granted to the Commonwealth in respect of Commercial TD and Commercial Software under this clause 5.3 does not require the Commonwealth to pay a Royalty or other fee (not otherwise included in the Contract Price) unless the Commonwealth has agreed in writing to the payment.

5.4 Commonwealth TD and Commonwealth Software (Core)

Note to tenderers: This clause covers IP relating to Commonwealth TD and Commonwealth Software that is assigned to the Commonwealth under clause 5.1.3. If, in respect of any Commonwealth TD or Commonwealth Software, there also exists IP owned by the Contractor (or a Subcontractor), the Commonwealth's rights with respect to the Use and Sublicensing of that IP are covered under clause 5.2.

- 5.4.1 This clause 5.4 applies to all Commonwealth TD and Commonwealth Software delivered or required to be delivered to the Commonwealth or any other person under the Contract, to the extent that the IP in that TD or Software is assigned to the Commonwealth under clause 5.1.3.
- 5.4.2 The Commonwealth grants to the Contractor a non-exclusive, Royalty-free licence in respect of the Commonwealth TD and Commonwealth Software to the extent that this clause 5.4 applies to:
- Use the TD and Software for the purpose of enabling the Contractor to perform its obligations under the Contract;
 - grant a sublicense to a Subcontractor to Use the TD and Software for the purpose of enabling the Subcontractor to perform its obligations under the Subcontract; and
 - grant a sublicense to a person for a purpose referred to in clause 11.4.3,
- subject to any restrictions specified in Annex C to the TDSR Schedule or as otherwise notified by the Commonwealth.
- 5.4.3 The Contractor shall ensure that any IP in Commonwealth TD or Commonwealth Software not assigned to the Commonwealth under clause 5.1.3 is specified in Annex C to the TDSR Schedule and capable of being clearly distinguished from the IP assigned to the Commonwealth.

5.5 GFM Licence (Core)

- 5.5.1 This clause 5.5 applies to all TD or Software that is:
- provided as, or as a part of, GFM; or
 - created under the Contract or a Subcontract in respect of GFM,
- except to the extent that IP in the TD or Software is owned by the Contractor or a Subcontractor.
- 5.5.2 The Commonwealth grants to the Contractor (or shall ensure the Contractor is granted), a non-exclusive, Royalty-free licence in respect of the TD or Software to the extent that this clause 5.5 applies to:
- Use the TD or Software for the purpose of enabling the Contractor to perform its obligations under the Contract;
 - grant a sublicense to a Subcontractor to Use the TD or Software for the purpose of enabling the Subcontractor to perform its obligations under the Subcontract; and
 - grant a sublicense to a person for a purpose referred to in clause 11.4.3,
- subject to any restrictions specified in Attachment E or as otherwise notified by the Commonwealth.
- 5.5.3 The licence under clause 5.5.2a (and any sublicense granted under clause 5.5.2b) expires upon the expiry or termination (whichever is the earlier) of the Contract or the relevant Subcontract.

- 5.5.4 The Commonwealth shall ensure that any Export Approvals that apply to an item of GFM are specified in Attachment E.

5.6 Contract Material (Core)

- 5.6.1 The Contractor grants to the Commonwealth (or shall ensure the Commonwealth is granted) a Licence in respect of all Contract Material to:
- a. Use the Contract Material for any Defence Purpose;
 - b. grant a Sublicence in accordance with clause 5.8 to:
 - (i) a Commonwealth Service Provider to Use the Contract Material to perform its obligations, functions or duties to the Commonwealth;
 - (ii) any person to Use the Contract Material, or to grant a further sublicence to Contract Material, provided that any related disclosure of Confidential Information in the Contract Material complies with clause 11.4.1d; and
 - (iii) any person for a purpose referred to in clause 11.4.3.

5.7 Contractor Sublicences (Core)

- 5.7.1 Without limiting any restrictions specified in Annex C to the TDSR Schedule, Attachment E or notified by the Commonwealth under clause 5.4.2 or 5.5.2, the Contractor's right to grant a sublicence under clauses 5.4.2b and 5.5.2b is subject to the following conditions:
- a. the sublicence shall include (as a minimum) the same restrictions on Use and sublicensing as are applicable to the Contractor;
 - b. the rights granted under the sublicence shall be limited to the rights that are reasonably necessary to enable the sublicensee to Use the TD or Software to efficiently perform its obligations, functions or duties to the Contractor;
 - c. the rights granted under the sublicence shall expire when no longer required for the purposes referred to in clauses 5.4.2b and 5.5.2b; and
 - d. any right of the sublicensee to grant a further sublicence shall be subject to the same conditions as set out in this clause 5.7.

5.8 Commonwealth Sublicences (Core)

- 5.8.1 The Commonwealth's right to grant a Sublicence to a person ("Sublicensee") in accordance with clauses 5.2 or 5.6 is subject to the following conditions:
- a. the Sublicence shall include (as a minimum) the same restrictions on Use and sublicensing as are applicable to the Commonwealth;
 - b. the rights granted under the Sublicence shall be limited to the rights that are reasonably necessary to enable the Sublicensee to Use the TD, Software and Contract Material (as applicable) to efficiently perform its obligations, functions or duties to the Commonwealth or a Commonwealth Contractor;
 - c. the rights granted under the Sublicence shall expire when no longer required for the purposes referred to in clause 5.8.1b; and
 - d. any right of the Sublicensee to grant a further sublicence shall be subject to the same conditions as set out in this clause 5.8.

5.9 No Commercialisation (Core)

- 5.9.1 A Licence or Sublicence granted in accordance with this clause 5 does not permit the Commonwealth or its Sublicensee to Commercialise any IP in the TD, Software or Contract Material.
- 5.9.2 For the avoidance of doubt, clause 5.9.1 does not prevent the Commonwealth from granting a Sublicence in accordance with the rights granted in this clause 5 to a person for the purpose of the person providing goods or services to the Commonwealth for a Defence Purpose.

5.10 Failure to obtain IP rights (Core)

- 5.10.1 The Contractor shall promptly notify the Commonwealth if the Contractor considers it will be unable to comply with any of its obligations under this clause 5 in respect of IP (an "IP Issue"), including if the Contractor is not able to ensure that the Commonwealth is:
- assigned any IP as required under clause 5.1.3;
 - granted rights to TD, Software or Contract Material as required by this clause 5; or
 - provided with an Approved Subcontractor Deed as required under clause 11.9.13.
- 5.10.2 The Contractor shall ensure that a notice under clause 5.10.1 includes details of:
- the relevant IP Issue, including the steps taken by the Contractor to ensure compliance with this clause 5 or to mitigate the effects of the IP Issue;
 - the Supplies (and related TD, Software or Contract Material) to which the IP Issue relates;
 - the rights that the Contractor is able to ensure are granted to the Commonwealth in respect of the relevant TD, Software or Contract Material; and
 - options available to remedy, or mitigate the effects of, the IP Issue.
- 5.10.3 If the Contractor gives a notice of an IP Issue, or the Commonwealth considers that an IP Issue has occurred, the Commonwealth may by notice to the Contractor, without limiting any of its other rights under the Contract do any one or more of the following:
- require that the Contractor:
 - use alternative goods or services, or obtain the goods or services from another supplier, to ensure that the Contractor complies with the requirements of this clause 5; or
 - modify the Supplies to the extent necessary to ensure that the Contractor complies with the requirements of this clause 5;
 - agree to waive a requirement of this clause 5 on such conditions as the Commonwealth may determine;
 - reduce the scope of the Contract to exclude the Supplies to which the IP Issue relates; or
 - require the Contractor to submit a CCP to amend the Contract to implement any of the actions required under this clause 5.10.3 or any other option to remedy the IP Issue, or mitigate the effects of the IP Issue.
- 5.10.4 The Contractor shall comply with a notice issued by the Commonwealth under clause 5.10.3.
- 5.10.5 Any notice issued by the Commonwealth under clause 5.10.3 is not an event or circumstance beyond the reasonable control of the Contractor for the purposes of clause 6.3.

5.11 TDSR Schedule (Core)

- 5.11.1 The Contractor shall take all reasonable steps (including by submitting a CCP in accordance with clause 11.1) to ensure the TDSR Schedule is up to date and contains an accurate description of all restrictions applicable to the Commonwealth's rights in respect of TD, Software and Contract Material, delivered or required to be delivered under the Contract.
- 5.11.2 The Commonwealth's rights in respect of TD, Software and Contract Material under this clause 5 are not subject to any restrictions, unless such restrictions are permitted under these Conditions of Contract and expressly set out in the TDSR Schedule.

5.12 TD and Software required to be delivered (Core)

- 5.12.1 The Contractor shall deliver all TD and Software required to be delivered under the Contract to the recipients at the times and locations, and in the manner, specified in the Contract.
- 5.12.2 Without limiting the Contractor's obligation under clause 5.12.1 (and subject to clause 5.12.3), if the Commonwealth is not specified as a recipient of any item of TD listed in the Approved

Support System Technical Data List (SSTD L) or CDRL, or any item of Software listed in the Approved Software List, the Commonwealth may by notice to the Contractor require the delivery of the item to the Commonwealth.

- 5.12.3 The Contractor shall comply with a notice given under clause 5.12.2 unless compliance with the notice would be inconsistent with any restricted delivery requirements specified in Annex A to the TDSR Schedule.
- 5.12.4 If the time, location or manner of delivery of any item of TD or Software required to be delivered under the Contract is not specified in the Contract, the Contractor shall deliver the relevant item in accordance with a notice given by the Commonwealth.
- 5.12.5 The Commonwealth shall act reasonably when giving a notice under clause 5.12.2 or clause 5.12.4, including in relation to specifying a time for delivery of the item of TD or Software.
- 5.12.6 If the Contract is terminated (except under clause 13.4), the Contractor shall, within the period set out in the notice of termination (which shall be a reasonable period), deliver to the Commonwealth all TD and Software required to be delivered under the Contract, each in its then current state of development.
- 5.12.7 An obligation under this clause 5.12, or any other provision of the Contract that requires the Contractor to deliver TD or Software (other than under clause 5.12.6), includes an obligation to create, develop or acquire the TD or Software to enable the TD or Software to be delivered to the Commonwealth at the times and in the manner required under the Contract.
- 5.12.8 Any Approved data item derived from the MTDI and the Approved Software List do not operate to restrict the rights of the Commonwealth in respect of IP in any TD or Software under this clause 5 or otherwise under the Contract.
- 5.12.9 For the purposes of this clause 5, an item of TD, Software or Contract Material is not taken to have been delivered under the Contract if, at the time it is provided:
 - a. the Contractor identifies that the item is provided for the information of the Commonwealth only; and
 - b. the item is not otherwise required to be delivered under the Contract.

5.13 Electronic Delivery of TD, Software and Contract Material (Core)

- 5.13.1 If an item of TD, Software or Contract Material is permitted by the Contract to be delivered in electronic form to the Commonwealth, the item is deemed to have been delivered:
 - a. if the item is to be delivered by access to an information system of the Contractor – when all of the following requirements are met:
 - (i) the item is present in the information system;
 - (ii) the Commonwealth has been notified that the item is present in the information system; and
 - (iii) the item is accessible for use by the Commonwealth in accordance with the SOW; or
 - b. if the item is to be delivered by an electronic communication or by transfer into an information system nominated by the Commonwealth – when all of the following requirements are met:
 - (i) the electronic communication or transferred item enters the information system, unless the Contractor receives notification within one Working Day that the electronic communication or transfer has not been successful; and
 - (ii) the Commonwealth has been notified that the item has been successfully sent or transferred to the information system.

5.14 Markings (Core)

- 5.14.1 Where markings are used by the Contractor or a Subcontractor in relation to TD, Software or Contract Material, the Contractor:

- a. shall ensure that those markings accurately reflect the rights and obligations of the Commonwealth, the Contractor or any other person; and
- b. acknowledges that the markings are not determinative as to the rights and obligations of the parties.

5.15 TD and Software Warranties (Core)

5.15.1 The Contractor warrants that:

- a. the TD listed in the Approved SSTDL and the Software listed in the Approved Software List shall include all TD and Software necessary to operate and support the Mission System and Support System Components and Training effectively and economically, in accordance with the operational and support concepts defined in the DOR;
- b. the rights granted to the Commonwealth in accordance with clause 5 (including in relation to Commercial TD and Commercial Software), will not prevent the Materiel System from being used and supported as provided for in the Contract;
- c. the rights granted to the Commonwealth in accordance with clause 5.3.3a in relation to a Key Commercial Item shall be on terms that are no less favourable than the best commercial terms available to the Contractor; and
- d. the TD listed in the MTDI will enable the AIC Obligations to be met.

5.15.2 The Contractor warrants and shall ensure that:

- a. all Software delivered or required to be delivered to the Commonwealth under the Contract or a Subcontract is free from Malware, at the time of delivery to the Commonwealth; and
- b. no Malware will be installed on the Supplies or any other Commonwealth system as a result of an act or omission of any of the Contractor Personnel.

5.16 Intellectual Property Warranties (Core)

5.16.1 The Contractor warrants and shall ensure that, in respect of any IP assigned or licensed to the Commonwealth under or in connection with this Contract, at all times:

- a. the relevant assignor or licensor (as applicable) has the right, title or authority to assign or license, and has been made aware of, the rights granted in respect of IP under this clause 5 or under an Approved Subcontractor Deed; and
- b. the Contractor shall notify the Commonwealth if the Contractor becomes aware of any challenge, claim or proceeding referred to in clause 5.16.3 arising in respect of any IP after the relevant TD, Software or Contract Material is delivered to the Commonwealth.

5.16.2 If the Commonwealth, Commonwealth Personnel or a Sublicensee infringes the IP or any Moral Rights of any third party as a consequence of:

- a. an activity permitted or purportedly permitted by or under a licence or assignment of IP rights under or referred to in the Contract (including in clause 5); or
- b. a failure by the Contractor to grant (or ensure the grant) of a licence or assign (or ensure the assignment) of IP rights under or referred to in the Contract (including in clause 5),
the Contractor shall, without limiting the Contractor's obligations under clause 5, use its best endeavours to:
- c. modify the item in order to avoid continuing infringement and so that the Supplies meet the requirements of the Contract with the modified item;
- d. procure at its own cost the rights or additional rights necessary to ensure that the Commonwealth, Commonwealth Personnel and Sublicensees are entitled to exercise the rights under clause 5 or an Approved Subcontractor Deed in respect of the item; or
- e. remove the item from the Supplies and modify the Supplies to the extent necessary to ensure that the Supplies meet the requirements of the Contract without the item.

5.16.3 The Contractor warrants and shall ensure that, in respect of any IP in any TD, Software or Contract Material delivered or required to be delivered under the Contract, and as at the time

of delivery to the Commonwealth of the relevant TD, Software or Contract Material and after making diligent inquiries:

- a. the IP is licenced to, or owned by, the Commonwealth as required by this clause 5;
- b. the Contractor has no notice of any challenge to the validity or enforceability of any of the IP and has no knowledge of any actual or threatened claim or proceeding in relation to any of the IP;
- c. neither the Contractor, nor any Approved Subcontractor is engaged in litigation, arbitration or other proceedings in relation to any of the IP; and
- d. there are no proceedings threatened by or against the Contractor or any Approved Subcontractor in relation to any of the IP and there is nothing that is likely to give rise to any such proceedings.

5.16.4 The warranty under clause 5.16.1 and the obligations under clause 5.16.2 do not apply to the extent that the infringement arises from a failure by the Commonwealth, Commonwealth Personnel or a Sublicensee to comply with a relevant restriction specified in the TDSR Schedule.

5.17 Patents, Registrable Designs and Circuit Layouts (Core)

5.17.1 The Contractor warrants and shall ensure that a licence is granted or obtained under the Contract for the Commonwealth to exercise any Patent, Registrable Design or Circuit Layout that is necessary to use or support the Supplies for the purposes provided for under the Contract.

5.17.2 The Contractor warrants and shall ensure that any restriction on a right referred to in clause 5.17.1 is specified in Annex E to the TDSR Schedule.

5.18 Export Approvals (Core)

5.18.1 Nothing in this clause 5 affects the obligations of either party to comply with the terms of any Export Approval that is binding on it.

5.19 Existing IP Licences (Core)

5.19.1 The licences, rights and obligations under this clause 5 are in addition to, and do not affect, any other licences, rights or obligations relating to IP under any other contracts between the parties, unless expressly stated otherwise for the purposes of this clause 5.

6 DELIVERY, ACCEPTANCE AND OWNERSHIP

6.1 Delivery (Core)

6.1.1 The Contractor shall deliver Supplies in accordance with the Contract, including the Delivery Schedule at Attachment C and clause 2.2 of the SOW. The Contractor shall achieve the Milestones by the relevant Milestone Dates.

6.1.2 Without limiting the Commonwealth's other rights and remedies under the Contract or at law, if the Contractor does not comply with its obligations under clause 6.1.1, the Commonwealth may be entitled to:

- a. suspend a payment under clause 7.8;
- b. recover liquidated damages or accept compensation under clause 10.6; or
- c. terminate the Contract under clause 13.2.1.

6.1.3 Without limiting the Contractor's obligations in clause 6.1.1, the Contractor shall, for each Milestone, ensure that the Commonwealth is placed in a position where it can perform the Commonwealth's tasks required for achievement of that Milestone, in sufficient time before the Milestone Date.

6.2 Delay (Core)

- 6.2.1 Without affecting the Contractor's obligations under clause 6.1.1, the Contractor shall take all reasonable steps to prevent and minimise delay and to mitigate both parties' Losses due to delay.
- 6.2.2 If the Contractor becomes aware that delivery of Supplies or the achievement of a Milestone will or may be delayed for any reason, the Contractor shall notify the Commonwealth Representative of the following matters, to the extent that the Contractor is aware of them:
- a. the cause and nature of the delay;
 - b. the steps that the Contractor and its Subcontractors are taking and will take to minimise the delay;
 - c. the anticipated duration of the delay; and
 - d. whether the Contractor proposes to claim postponement of a date for delivery of Supplies or the Milestone Date, or seeks any other change to the Contract, on the basis of the delay.
- 6.2.3 A notice under clause 6.2.2 shall be given as soon as practicable after the Contractor becomes aware of the delay or potential delay, but no later than 30 days after the Contractor becomes so aware.
- 6.2.4 The Contractor shall notify the Commonwealth as soon as practicable after the Contractor becomes aware of a material change to information notified under clause 6.2.2.
- 6.2.5 The Contractor shall comply with any request by the Commonwealth Representative for information concerning a delay or potential delay in the delivery of Supplies or the achievement of a Milestone.

6.3 Postponement (Core)

- 6.3.1 Subject to clauses 6.3.2 and 6.3.3, the Contractor shall be entitled to postponement of a date for delivery of Supplies or a Milestone Date to the extent that:
- a. an event or circumstance:
 - (i) delays the Contractor in the performance of its obligations under the Contract;
 - (ii) is beyond the reasonable control of the Contractor and its Subcontractors; and
 - (iii) could not have been reasonably contemplated and allowed for by the Contractor or its Subcontractors before entering the Contract; or
 - b. the Contractor is delayed in the performance of its obligations under the Contract by:
 - (i) a Commonwealth Default;
 - (ii) an Excepted Risk; or

Option: Insert clause 6.3.1b(iii) if GFF is included in the draft Contract.

- (iii) a GFF Delay Event,

but only if:

- c. the Contractor notified the Commonwealth as required by clauses 6.2.2 to 6.2.5 in relation to the relevant event or circumstance;
- d. the work under the Contract cannot be performed in such a way as to meet the date for delivery of Supplies or the Milestone Date as is reasonable having regard to the Contract Price and any other relevant circumstances;
- e. the Contractor has made and will make all reasonable endeavours to minimise delay and mitigate both parties' Losses;
- f. in the case of a delay resulting from an Excepted Risk, the Contractor has taken reasonable steps to prevent the delay occurring; and

- g. the Contractor submits a claim for postponement in accordance with clauses 6.3.4 and 6.3.6.
- 6.3.2 The Contractor shall not be entitled to postponement of a date for delivery of Supplies or a Milestone Date to the extent that the relevant delay resulted from:
 - a. a Contractor Default; or
 - b. compliance with a direction under clause 12.4.10 or
 - c. the Commonwealth's inability to action a data item within the timeframes described in the CDRL in circumstances described in clause 2.4.8.2 of the SOW.
- 6.3.3 The Contractor shall not be entitled to postponement of a date for delivery of Supplies or a Milestone Date for a period longer than the duration of the relevant delay.
- 6.3.4 The Contractor claims postponement of a date for delivery of Supplies or a Milestone Date by submitting to the Commonwealth:
 - a. a notice setting out the details of its claim and the relevant event or circumstance;
 - b. a CCP for the postponement; and
 - c. documentation demonstrating the Contractor's entitlement to postponement.
- 6.3.5 If the delay affects more than one delivery date or Milestone Date, the CCP shall include a revised Attachment B, as appropriate.
- 6.3.6 If the Contractor has notified the Commonwealth that it proposes to claim postponement of a date for delivery of Supplies or a Milestone Date, or to seek some other change to the Contract, on the basis of a delay, the Contractor shall make the claim, or seek the change:
 - a. as soon as it is practicable to do so after that notification; or
 - b. if the Commonwealth directs the Contractor to do so, in accordance with the direction.
- 6.3.7 Whether or not the Contractor has sought, or is entitled to, postponement under this clause 6.3, the Commonwealth Representative may, at any time, by notice to the Contractor, postpone the date for delivery of Supplies or a Milestone Date to a date specified in the notice.
- 6.3.8 The parties acknowledge that:
 - a. a notice under clause 6.3.7 does not affect any rights the Contractor may have to claim under this clause 6.3 for postponement of the date for delivery of Supplies or a Milestone Date to a date that is later than the date specified in the notice;
 - b. the Commonwealth Representative is not required to give a notice under clause 6.3.7 merely because it would benefit the Contractor; and
 - c. giving, or failing to give, a notice under clause 6.3.7 is not capable of being the subject of a dispute for the purposes of clause 13.1 or otherwise subject to review.
- 6.3.9 If the Commonwealth Representative issues a notice under clause 6.3.7 and unless the Contractor proposes to claim for postponement under this clause 6.3, the Contractor shall submit a CCP to give effect to the notice.

6.4 Postponement Costs (Core)

- 6.4.1 Subject to clause 6.4.4 and except to the extent that another provision of the Contract provides to the contrary, the Contractor shall only be entitled to postponement costs in respect of a delay when all of the following are satisfied:

Note to drafters: If GFF is included in the draft Contract include the text in square brackets below, otherwise delete.

- a. the delay resulted from a Commonwealth Default [or GFF Delay Event];
- b. a CCP postponing a date for delivery of Supplies or postponing a Milestone Date in accordance with clause 6.3 in respect of the delay has come into effect;
- c. the Contractor claims the postponement costs by notifying the Commonwealth Representative of the amount of the postponement costs as soon as practicable after

the determination of the amount by the Contractor but no later than six months after the CCP came into effect; and

- d. the Contractor provides substantiating evidence to the satisfaction of the Commonwealth Representative of the costs and steps taken to mitigate the Contractor's Loss.

6.4.2 The Commonwealth Representative shall within 30 days after receiving the claim under clause 6.4.1:

- a. Approve the claim, if it satisfies the requirements of clause 6.4.1 and notify the Contractor of the amount of the postponement costs to be paid; or
- b. reject the claim, if it does not satisfy the requirements of clause 6.4.1, and notify the Contractor of the reason for rejection.

Note to drafters: The option of 5 days should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth does not intend to use the PEPPOL framework, the 5 day option and note to tenderers should be removed prior to RFT release.

Note to tenderers: The selection of 5 or 20 days below will depend on whether the PEPPOL framework has been agreed by the Commonwealth and the Contractor. This will be determined based on the tenderer's response to clause 2.17 of Annex A to Attachment A to the Conditions of Tender.

6.4.3 On notification that the Commonwealth Representative Approves the claim under clause 6.4.2a, the Contractor shall submit to the Commonwealth Representative a claim for payment for the amount of postponement costs that has been Approved by the Commonwealth. The Commonwealth shall pay the claim for postponement costs within **[INSERT 5 or 20]** days after receipt of the claim for payment.

Note to drafters: If GFF is included in the draft Contract include the text in square brackets below, otherwise delete.

6.4.4 The Contractor shall only be entitled to postponement costs equal to the unavoidable additional costs incurred by the Contractor as a direct consequence of the Commonwealth Default **[or GFF Delay Event]** referred to in clause 6.4.1a.

6.4.5 The Contractor shall maintain books, records, documents and other evidence and accounting procedures and practices, sufficient to justify all postponement costs claimed to have been incurred by the Contractor.

6.5 Acceptance (Core)

6.5.1 The Contractor shall, in accordance with Attachment B (including the delivery points and dates specified in that attachment), offer to the Commonwealth Representative, Supplies for Acceptance that conform with the requirements of the Contract except for minor Defects (if any).

6.5.2 The Contractor shall, when offering Supplies for Acceptance:

- a. complete and present a signed SAC, certifying that the Supplies listed on the SAC conform with the requirements of the Contract, except for the minor Defects (if any) detailed on the SAC or on an attachment to the SAC; and
- b. provide any other supporting evidence reasonably required by the Commonwealth Representative, including confirmation of successful completion of any V&V activities or Acceptance testing required by the Contract.

6.5.3 The Commonwealth Representative shall, within 15 Working Days (or such other period as is specified in the Contract) after an offer of Supplies for Acceptance:

- a. Accept the Supplies by signing the SAC; or
- b. if there are minor Defects in the Supplies:
 - (i) Accept the Supplies by signing the SAC on the basis that the Contractor shall, within 10 Working Days after signature of the SAC by the Commonwealth

- Representative, or within such further period as the Commonwealth Representative may allow, rectify the Defects; or
- (ii) notify the Contractor that the Commonwealth Representative proposes to Accept the Supplies on the basis that:
 - 1) an Application for a Deviation in accordance with clause 8.4 of the SOW to reflect the Defects is Approved; and
 - 2) if required by the Commonwealth, a CCP to amend the Contract to either (or both) reduce the Contract Price to reflect the Defects or to provide for additional Supplies or services relating to the Supplies; or
 - c. reject the Supplies, in which case the Commonwealth Representative shall notify the Contractor of the reasons for the rejection.
- 6.5.4 If clause 6.5.3b(i) applies but the Contractor fails to rectify a Defect in accordance with that clause, the Commonwealth may:
- a. without limiting the Contractor's warranties and obligations, rectify the Defect itself or by a third party; and
 - b. elect to recover from the Contractor under clause 13.6 the costs incurred by the Commonwealth in rectifying the Defect. No amount shall be owing to the Commonwealth under this clause 6.5.4 until the Commonwealth elects to recover the amount.
- 6.5.5 If clause 6.5.3b(ii) or 6.5.3c applies, but the parties have not agreed the amendments to the Contract (or the Deviation is not Approved) within 10 Working Days after the Commonwealth's notification (or another period agreed in writing by the Commonwealth), the Commonwealth Representative shall reject the offer of the Supplies for Acceptance.
- 6.5.6 If the Commonwealth Representative rejects an offer of Supplies as not conforming to the requirements of the Contract, the Contractor shall, within 10 Working Days after receipt of the notification of rejection, provide full written details of its proposed remedy to the Commonwealth Representative.
- 6.5.7 The Commonwealth Representative shall, within 10 Working Days after receipt of the Contractor's proposed remedy referred to in clause 6.5.6 either:
- a. direct the Contractor to complete, within a specified period, any course of action proposed by the Contractor; or
 - b. reject the Contractor's proposal and direct the Contractor to submit an alternative proposal within 10 Working Days.
- 6.5.8 A further offer of Supplies for Acceptance shall be subject to the same process as the original.
- 6.5.9 If an alternative proposal is rejected under clause 6.5.7b, clause 6.5.12 shall apply.
- 6.5.10 The Contractor acknowledges and agrees that:
- a. the specification of the requirements for the Supplies in the Contract is the result of resource-intensive Commonwealth definition, approval and procurement processes;
 - b. the Commonwealth has relied on the Contractor's representations about time (including as reflected in the Milestone Dates in the Contract);
 - c. the Commonwealth has determined that the Contract is value for money on the basis that the full Acceptance of those Supplies is achieved by the applicable Milestone Dates; and
 - d. it is reasonable that the Commonwealth at all times during the period of the Contract has current knowledge of:
 - (i) progress under the Contract;
 - (ii) risks to achievement of Acceptance or other Milestones including potential minor Defects;
 - (iii) any other potential or actual non-compliance with the Contract;

- (iv) risk management by the Contractor including of emerging risks; and
- (v) any potential delay in meeting any timing obligation in the Contract, for any reason, and whether or not the delay risk was foreseeable or has been previously identified.

6.5.11 The Contractor shall:

- a. proactively ensure that the Commonwealth is kept informed of matters relevant to the issues set out in clause 6.5.10, using the communication channels and reporting processes in the Contract; and
- b. comply with any directions by the Commonwealth or the exercise of any other Commonwealth powers under or in relation to the Contract in dealing with such matters.

6.5.12 If an offer of Supplies for Acceptance is rejected, the Commonwealth Representative may by notice require the Contractor to retake possession of the Supplies within five Working Days after the date of the notice.

6.5.13 The Contractor shall bear the costs of replacing or rectifying rejected Supplies and of complying with the directions of the Commonwealth Representative.

6.5.14 Any action of the Contractor in correcting or replacing the Supplies and in complying with the directions of the Commonwealth Representative under this clause 6.5 shall not entitle the Contractor to postponement of the date for delivery of the Supplies or the Milestone Date, or relieve the Contractor from performing its obligations under the Contract.

6.6 Final Acceptance (Optional)

Note to drafters: This clause should only be used if Final Acceptance is required.

6.6.1 The Contractor shall, when seeking Final Acceptance:

- a. complete and provide a signed Final Acceptance Certificate (FAC) certifying that the Contractor has fulfilled its obligations under the Contract, except to the extent that the Contractor's obligations expressly, or by implication, survive the Final Acceptance Milestone, including the obligations in clause 13.7; and
- b. provide any other supporting evidence reasonably required by the Commonwealth Representative, including confirmation of successful completion of any Final Acceptance testing required by the Contract.

6.6.2 The Commonwealth Representative shall, within **[INSERT PERIOD]** after the Contractor provides the FAC and other evidence referred to in clause 6.6.1:

- a. endorse the FAC if:
 - (i) the Contractor has achieved all previous Milestones and Acceptance of all Supplies in accordance with clause 6.5; and
 - (ii) the Commonwealth Representative is satisfied that the Contractor has fulfilled all of its obligations under the Contract, except to the extent that the Contractor's obligations (including the obligations in clause 13.7) expressly, or by implication, survive the Final Acceptance Milestone; or
- b. notify the Contractor that it has failed to achieve the requirements of Final Acceptance detailed in clause 6.6.2a, in which case the Commonwealth Representative shall notify the Contractor of the reasons for the failure.

6.6.3 If the Commonwealth Representative notifies the Contractor under clause 6.6.2b that it has failed to achieve Final Acceptance, the Contractor shall, within 10 Working Days after receipt of that notice, provide full written details to the Commonwealth Representative of its proposed remedy.

6.6.4 The Commonwealth Representative shall within 10 Working Days after the Commonwealth receives the details of the proposed remedy as referred to in clause 6.6.3 either:

- a. direct the Contractor to complete, within a specified period, any course of action proposed by the Contractor; or

- b. reject the Contractor's proposal and direct the Contractor to submit an alternative proposal within 10 Working Days.
- 6.6.5 A resubmitted application for Final Acceptance shall be subject to the same process as the original.
- 6.6.6 The Commonwealth Representative may require the Contractor to retake possession of Supplies within five Working Days when a notice of failure to achieve Final Acceptance is issued under clause 6.6.2b. Repossession of Supplies does not affect the obligation of the Contractor to provide conforming Supplies.
- 6.6.7 The Contractor shall bear the costs associated with achieving Final Acceptance and of complying with the directions of the Commonwealth Representative.
- 6.6.8 Any action of the Contractor in achieving Final Acceptance and in complying with the directions of the Commonwealth Representative under clause 6.6 does not relieve the Contractor from performing its obligations under the Contract.

6.7 Approval, Acceptance and Final Acceptance Not to Affect Commonwealth's Other Rights (Core)

- 6.7.1 Approval, Acceptance or Final Acceptance of Supplies does not affect the Commonwealth's continuing rights, or the Contractor's continuing obligations, in relation to Supplies, including under clauses 8 and 10.

6.8 Ownership (Core)

- 6.8.1 Subject to clauses 5 and 13.5.5, ownership of Supplies shall pass to the Commonwealth at the following times:
 - a. for Supplies that are identified in Attachment B as being included in a Milestone, upon payment of a claim for that Milestone in accordance with clause 7.1.1; or
 - b. for all other Supplies:
 - (i) if the Supplies are to be Accepted upon payment of a claim for the Milestone relating to the Acceptance of the Supplies or, if no Milestone applies, upon Acceptance of the Supplies, unless Attachment C states that the Commonwealth shall not obtain ownership of the Supplies; or
 - (ii) if the Supplies are not subject to Acceptance, upon delivery to the Commonwealth (or its nominee as directed by the Commonwealth) under or in accordance with the Contract.
- 6.8.2 The Contractor warrants and shall ensure that, at the time ownership of any item of Supplies passes to the Commonwealth under clause 6.8.1:
 - a. the Contractor has full power and authority to transfer full legal and beneficial ownership in those Supplies to the Commonwealth; and
 - b. the Commonwealth will obtain good title to those Supplies, free from any Security Interest.
- 6.8.3 When ownership of Supplies passes to the Commonwealth in accordance with clause 6.8.1 and those Supplies are subsequently rejected by the Commonwealth Representative in accordance with clause 6.4 or 6.5, the Commonwealth may elect to re-pass ownership of those Supplies to the Contractor by giving the Contractor notice within 10 Working Days after issuing a notice of rejection under clause 6.5.3 or 6.6.4.

7 PRICE AND PAYMENT

7.1 Price (Core)

- 7.1.1 The Contract Price is set out in Attachment B and shall be payable in accordance with the Contract.

7.2 Payment (Core)

Note to tenderers: It is Commonwealth policy to pay its suppliers by direct credit. If it has not done so in the past, the successful tenderer should prior to Contract signature provide the Commonwealth Representative with details of the bank account into which payments should be directed.

7.2.1 If the Contractor submits a claim for payment it shall:

- a. if for a Milestone and the Milestone relates to Acceptance of the Supplies, be accompanied by the SAC signed by both parties for Supplies listed in Attachment B in relation to that Milestone and other Supplies Accepted since the previous Milestone;

Option: For use if clause 6.6 Final Acceptance is used.

- b. if the Milestone relates to Final Acceptance of the Supplies, be accompanied by the FAC signed by both parties;
- c. contain sufficient information to enable the Commonwealth Representative to verify the claim;
- d. be accompanied by any substantiating documentation requested by the Commonwealth Representative; and
- e. contain a statement by the Contractor that the claim is complete, accurate and in accordance with the Contract.

7.2.2 On receipt of a claim for payment the Commonwealth Representative shall either:

- a. Approve the claim if it is submitted in accordance with clause 7.2.1; or
- b. reject the claim if it is not submitted in accordance with clause 7.2.1.

Note to drafters: Option A below should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth and Contractor agree to use the PEPPOL framework, the maximum payment term will be 5 days. However, the Commonwealth Pay On-Time Policy does not apply if the nature of the goods or services being procured, or the structure of the procurement, would make it impractical for the policy to be applied. If this is the case, and the

Commonwealth does not intend to use the PEPPOL framework, Option A and the Note to Tenderers should be removed prior to RFT release.

Note to tenderers: Per the Commonwealth Pay On-Time Policy, maximum payment terms will depend on the applicability of the Pan-European Public Procurement On-Line (PEPPOL) framework. The maximum payment term will be either:

- a. **5 days, where the Commonwealth and the Contractor both have the capability to deliver and receive electronic invoices (e-invoices) through the PEPPOL framework and have agreed to use e-invoicing; or**
- b. **20 days where the PEPPOL framework does not apply.**

Further information on the Pay On-Time Policy is available at:

<https://www.finance.gov.au/publications/resource-management-guides-rmgs/supplier-pay-time-or-pay-interest-policy-rmg-417>.

The option selected below will depend on the tenderer's response to clause 2.17 of Annex A to Attachment A to the Conditions of Tender.

Option A: For when the PEPPOL framework has been agreed by the Commonwealth and the Contractor.

- 7.2.3 The Commonwealth and the Contractor shall use electronic invoices through the Pan-European Public Procurement On-Line (PEPPOL) framework for the purposes of the delivery and receipt of payment claims under the Contract.
- 7.2.4 When a claim is Approved under clause 7.2.2a, the Commonwealth shall make payment within 5 days of Approval of the claim.

Option B: For when the use of the PEPPOL framework has not been agreed by the Commonwealth and the Contractor.

- 7.2.5 When a claim is Approved under clause 7.2.2a, the Commonwealth shall make payment within 20 days of Approval of the claim.

- 7.2.6 If the Commonwealth Representative rejects the claim under clause 7.2.2, the Commonwealth Representative shall, within 10 Working Days after receipt of the claim, notify the Contractor of the need to resubmit the claim and the reasons for rejection and any action to be taken by the Contractor for the claim to be rendered correct for payment.
- 7.2.7 Upon receipt of a notice issued pursuant to clause 7.2.6 the Contractor shall promptly take all necessary steps to make the claim for payment conform to the requirements of the Contract and shall submit a revised claim to the Commonwealth Representative. The resubmitted claim shall be subject to the same conditions as if it were the original claim.

7.3 Adjustments (Core)

Note to tenderers: These clauses may be included in any resultant Contract following receipt of the Tenderer's response and a determination by the Commonwealth as to whether adjustments relating to the cost of labour and materials will be allowed. When the Contract Price will be payable in Australian dollars only, a clause that enables claims to be made for adjustments caused by exchange rate fluctuation shall be included following negotiation with the successful tenderer.

- 7.3.1 Subject to clause 7.3.2, price adjustments shall be applied to:
 - a. Milestone Payments, for fluctuations in the cost of labour and materials occurring between the Base Date and the Milestone Date or achievement by the Contractor of that Milestone, whichever occurs first; and

Option: For when the optional Mobilisation Payment and Security clause is included at clause 7.4.

- b. the Mobilisation Payment, for fluctuations in the cost of labour and materials occurring between the Base Date and the date the Mobilisation Payment is made by the Commonwealth.

7.3.2 Within three months of the Milestone Payment [... or date of Mobilisation Payment ...] referred to in clause 7.3.1, the Contractor shall calculate a price adjustment for fluctuations in the cost of labour and materials:

- a. for the period referred to in clause 7.3.1 ('the relevant period');
- b. using the price adjustment formula in clause 4.2 of Attachment B; and
- c. using the index values, published in the quarter before the end of the relevant period, for the indices identified in Annex C to Attachment B,

if the amount calculated is:

- d. to the credit of the Contractor, submit a separate claim for payment for any amount calculated in accordance with clause 7.3.2; or
- e. to the credit of the Commonwealth, notify the Commonwealth of the amount of the credit.

7.3.3 The Commonwealth shall not be liable for any claims for payment under clause 7.3 submitted after the end of the three month period referred to in clause 7.3.2.

7.3.4 Within 10 Working Days after receipt of a claim for payment under clause 7.3.2d, the Commonwealth Representative shall either:

- a. Approve the claim if it is submitted in accordance with clause 7.3; or
- b. reject the claim, and notify the Contractor of the reasons for the rejection.

Note to drafters: Option A below should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth does not intend to use the PEPPOL framework, Option A and the Note to Tenderers should be removed prior to RFT release.

Note to tenderers: The option selected below will depend on the tenderer's response to clause 2.17 of Annex A to Attachment A to the Conditions of Tender.

Option A: For when the PEPPOL framework has been agreed by the Commonwealth and the Contractor.

7.3.5 When a claim is Approved under clause 7.3.4a, the Commonwealth shall make payment within 5 days of Approval of the claim.

Option B: For when the use of the PEPPOL framework has not been agreed by the Commonwealth and the Contractor.

7.3.6 When a claim is Approved under clause 7.3.4a, the Commonwealth shall make payment within 20 days of Approval of the claim.

7.3.7 If a claim is rejected under clause 7.3.4b, the Contractor may resubmit the claim no later than 30 days after notice of the rejection. The Commonwealth shall deal with the resubmitted claim as if it were the original claim for the purposes of clause 7.3.4. If the Contractor fails to resubmit the claim within 30 days, or the Commonwealth rejects the resubmitted claim, the Commonwealth shall not be liable for any adjustment claims in relation to the relevant period.

7.3.8 If an amount calculated in accordance with this clause 7.3 is to the credit of the Commonwealth, the Commonwealth may elect to recover the amount from the Contractor under clause 13.6. No amount shall be owing to the Commonwealth under this clause 7.3.8 until the Commonwealth elects to recover the amount.

7.4 Bank Guarantee for Mobilisation Payment (RFT Core)

Note to tenderers: If the tenderer proposes a Mobilisation Payment for any resultant Contract (refer to TDR D-2), the Commonwealth will (generally) require a non-reducing Bank Guarantee for 50% of the amount of the Mobilisation Payment, in accordance with this clause 7.4.

- 7.4.1 The Contractor shall provide a bank guarantee equal to the Mobilisation Security Amount specified in the Details Schedule to the Commonwealth no later than the Mobilisation Security Date specified in the Details Schedule. The bank guarantee shall be unconditional and shall be from a bank or financial institution acceptable to the Commonwealth Representative and in the form of the Bank Guarantee Deed set out at Annex D to Attachment I.
- 7.4.2 The Commonwealth shall not be obligated to pay the Mobilisation Payment identified in the Details Schedule until it has received the financial security in accordance with clause 7.4.1.
- 7.4.3 The Mobilisation Payment shall be offset against amounts payable by the Commonwealth to the Contractor under the Contract. The Commonwealth shall be deemed to have paid those claims for payment Approved in accordance with clauses 7.2 and 7.3, until the sum of the Approved claims for payment equals the amount of the Mobilisation Payment.
- 7.4.4 The Commonwealth shall release the bank guarantee provided under clause 7.4.1 within 10 Working Days after the date on which the sum of amounts deemed to have been paid under clause 7.4.3 equals or is greater than the amount of the Mobilisation Payment.
- 7.4.5 The Commonwealth's rights under the bank guarantee provided under clause 7.4.1 shall be exercisable by the Commonwealth for either or both of the following:
- to obtain repayment of an amount equal to the value of any part of the Mobilisation Payment that has not been offset against amounts payable by the Commonwealth to the Contractor under the Contract in the event of termination of the Contract in accordance with clause 13.2; or
 - to recover any debts owing by the Contractor to the Commonwealth in relation to the Contract.

7.5 Bank Guarantee for Performance (RFT Core)

Note to drafters: Drafters must include both clause 7.5 Bank Guarantee for Performance and clause 7.7 Deed of Guarantee and Indemnity in the RFT. Although it is unlikely that both forms of security will be required, it may not be possible to determine the form of that security until the preferred tenderer has been identified and the risk associated with the preferred tenderer has been fully assessed.

Note to tenderers: Tenderers should note that whether the Commonwealth requires both a bank guarantee in respect of the Contractor's performance and a Deed of Guarantee and Indemnity will be determined during negotiations with the preferred tenderer and based on the risk profile associated with the preferred tenderer's provision of the Supplies. The Commonwealth expects that it will only require both types of security where it is assessed as necessary in the circumstances.

Where the Commonwealth determines that it does not require a security, the amount nominated for a security will be deducted from the tendered price and will not be included in any resultant Contract.

If, under the [Master Guarantee Program](#), Defence and the tenderer have pre-agreed amendments to the template Bank Guarantee Deed, the tenderer should indicate which alterations it is seeking that, are pre-agreed.

- 7.5.1 The Contractor shall provide a bank guarantee equal to the Performance Security Amount specified in the Details Schedule to the Commonwealth no later than the relevant date specified in the Details Schedule. The bank guarantee shall be unconditional and shall be from a bank or financial institution acceptable to the Commonwealth Representative and in the form of the Bank Guarantee Deed set out at Annex D to Attachment I.
- 7.5.2 The Commonwealth shall release the bank guarantee provided under clause 7.5.1 within 10 Working Days after the Release Event date specified in the Details Schedule occurs.

- 7.5.3 The Commonwealth's rights under the bank guarantee provided under clause 7.5.1 shall be exercisable by the Commonwealth for either or both of the following:
- to obtain compensation for Loss suffered in the event that the Contractor fails to perform the Contract, including upon termination of the Contract in accordance with clause 13.2; or
 - to recover any debts owing by the Contractor to the Commonwealth in relation to the Contract.

7.6 Exercise of Securities (RFT Core)

- 7.6.1 If the Commonwealth exercises any or all of its rights under the securities provided under clause 7.4 or 7.5, the Commonwealth shall not be liable for, and the Contractor shall release the Commonwealth from liability for, any resultant Loss suffered by the Contractor.
- 7.6.2 The rights of the Commonwealth to recover from the Contractor the balance, after draw down of any securities provided under clause 7.4 or 7.5, of Loss suffered by the Commonwealth shall not be limited by the Commonwealth's exercise of those securities.

7.7 Deed of Guarantee and Indemnity (RFT Core)

Note to tenderers: If the tenderer has a Master Guarantee and Indemnity Deed with Defence that it wished to apply to any resultant Contract and this includes pre-agreed amendments to the template Bank Guarantee, the tenderer is to indicate which alterations it is seeking to apply within the 'Statement of Non-Compliance' tendered in accordance with TDR A-3. Information on the Master Guarantee Program is available at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/master-guarantee-program>.

Option: For use when the Contractor does not have a Master Guarantee and Indemnity Deed with Defence, or elects not to add the Contract to its Master Guarantee and Indemnity Deed.

- 7.7.1 The Contractor shall, on the Effective Date specified in the Details Schedule, provide the Commonwealth Representative with a Deed of Guarantee and Indemnity in the form of Annex E to Attachment I executed by the Guarantor specified in the Details Schedule.

Option: For use when the Contractor has a Master Guarantee and Indemnity Deed with Defence and elects to apply the Master Guarantee and Indemnity to the Contract.

- 7.7.2 The Contractor shall, by the Effective Date specified in the Details Schedule, ensure that the Contract is included as a Guaranteed Agreement at Attachment 1 to the Master Deed of Guarantee and Indemnity.

7.8 Cost Reimbursement (Optional)

- 7.8.1 Cost Reimbursement Payments shall be payable to the Contractor for Supplies specified in [INSERT ANNEX or ANNEXES] to the SOW ('Cost Reimbursement Supplies') in accordance with this clause 7.8.
- 7.8.2 Subject to this clause 7.8, the Cost Reimbursement Payments shall comprise costs that are:
- determined in accordance with Attachment B; and
 - actually and properly incurred by the Contractor in providing the Cost Reimbursement Supplies.
- 7.8.3 The maximum amounts payable to the Contractor as Cost Reimbursement Payments are detailed in Attachment B.
- 7.8.4 Cost Reimbursement Payments shall be payable by the Commonwealth to the Contractor for Cost Reimbursement Supplies on the last day of each month for work completed in that month in accordance with the Contract.
- 7.8.5 The Commonwealth shall only pay Cost Reimbursement Payments when the Contractor has provided evidence of the actual costs incurred to the satisfaction of the Commonwealth Representative.

- 7.8.6 The Contractor is not entitled to claim costs relating to taxes and duties already provided for under the Contract, including GST.
- 7.8.7 The Commonwealth shall not be liable to pay the Contractor the maximum amount of Cost Reimbursement Payments detailed in Attachment B unless that amount has been incurred in accordance with this clause 7.8.
- 7.8.8 The Contractor shall maintain books, records, documents and other evidence and accounting procedures and practices, sufficient to justify all costs claimed to have been incurred in respect of the Cost Reimbursement Supplies.
- 7.8.9 If a Cost Reimbursement Payment claim is received by the Commonwealth Representative, the Commonwealth Representative shall:
- Approve the claim;
 - reject the claim; or
 - conduct a further cost investigation of the claim.

Note to drafters: Option A below should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth does not intend to use the PEPPOL framework, Option A and the note to tenderers should be removed prior to RFT release.

Note to tenderers: The option selected below will depend on the tenderer's response to clause 2.17 of Annex A to Attachment A in to the Conditions of Tender.

Option A: For when the PEPPOL framework has been agreed by the Commonwealth and the Contractor.

- 7.8.10 When a claim is Approved under clause 7.8.9a, the Commonwealth shall make payment within 5 days of Approval of the claim.

Option B: For when the use of the PEPPOL framework has not been agreed by the Commonwealth and the Contractor.

- 7.8.11 When a claim is Approved under clause 7.8.9a, the Commonwealth shall make payment within 20 days of Approval of the claim.

- 7.8.12 If the Commonwealth Representative rejects a claim, the Commonwealth Representative shall, within 10 Working Days after receipt, notify the Contractor of the need to resubmit the claim and the reasons for the rejection.

- 7.8.13 If the Commonwealth Representative requires further cost investigation of a claim, the Commonwealth Representative shall notify the Contractor within 10 Working Days after receipt of the claim. The Commonwealth Representative shall conduct the cost investigation process and Approve or reject the claim within **[INSERT PERIOD]**.

Note to drafters: The option of 5 days should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth does not intend to use the PEPPOL framework, the 5 day option and note to tenderers should be removed prior to RFT release.

Note to tenderers: The selection of 5 or 20 days below will depend on whether the PEPPOL framework has been agreed by the Commonwealth and the Contractor. This will be determined based on the tenderer's response to clause 2.17 of Annex A to Attachment A in to the Conditions of Tender.

- 7.8.14 If a claim is Approved under clause 7.8.13, payment shall be made within **[INSERT 5 or 20]** days after the Approval. If a claim is rejected and resubmitted, processing of the resubmitted claim shall be subject to the same conditions as if it were the original claim.
- 7.8.15 The Commonwealth shall review progress made in the delivery of Cost Reimbursement Supplies when the cumulative amount of claims submitted by the Contractor against a relevant annex to the SOW totals 25%, 50% and 75% of the amount allocated in Attachment B for those Cost Reimbursement Supplies.

7.8.16 At each review point the Commonwealth may:

- a. authorise the Contractor to proceed in accordance with the relevant annex to the SOW; or
- b. require the Contractor to submit a CCP to change the relevant annex to the SOW and any other affected part of the Contract.

7.9 Suspending Payment (Core)

7.9.1 The Commonwealth may suspend some or all payments under the Contract if one or more of the following events occurs:

- a. a Stop Payment Milestone is not achieved by the relevant Milestone Date (and the Commonwealth may continue to suspend payments until the relevant Stop Payment Milestone has been achieved); or
- b. an event referred to in clause 4.5.2 occurs (and the Commonwealth may continue to suspend payments for the periods set out in clause 4.5.2).

7.9.2 The exercise by the Commonwealth of its rights under this clause 7.9 shall not:

- a. entitle the Contractor to claim postponement under clause 6.3
- b. relieve the Contractor from performing any of its obligations under the Contract; or
- c. in the case of a suspended payment which is subsequently made, entitle the Contractor to claim interest in accordance with clause 7.10.

7.9.3 The Commonwealth's rights under this clause 7.9 do not affect the Commonwealth's rights in respect of any Default of the Contractor, including:

- a. to give the Contractor a Default Notice under clause 13.3;
- b. to recover compensation or damages; or
- c. to terminate the Contract for Contractor Default.

7.10 Early and Late Payment (Core)

7.10.1 If payment of an amount due to the Contractor under the Contract is made early, interest shall be payable by the Contractor to the Commonwealth in accordance with the formula at clause 7.10.3.

7.10.2 If payment of an amount due to the Contractor under the Contract is made late, interest shall be payable by the Commonwealth to the Contractor in accordance with the formula at clause 7.10.3. Any payment not made within 60 days after the date it is to be made under the Contract shall be in breach of the Contract.

7.10.3 Interest payments shall be calculated in accordance with the following formula:

$$\text{Interest payment} = \frac{I\% \times P \times n}{365}$$

where:

'I%' for early payments	means the Reserve Bank of Australia cash rate target current at the date of payment expressed as a percentage
'I%' for late payments	means the ATO sourced General Interest Charge rate current at the due date of payment expressed as a percentage
P	means the amount of the early or late payment
n	means the number of days before or after the due date for payment that the payment is made

Note to drafters: The option of 5 days should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant

Contract. If the Commonwealth does not intend to use the PEPPOL framework, the 5 day option and note to tenderers should be removed prior to RFT release.

Note to tenderers: The selection of 5 or 20 days below will depend on whether the PEPPOL framework has been agreed by the Commonwealth and the Contractor. This will be determined based on the tenderer's response to clause 2.17 of Annex A to Attachment A to the Conditions of Tender.

- 7.10.4 If the interest payment is not offset or paid as part of the subject claim, the Commonwealth Representative shall adjust the next Approved payment under the Contract. If there are no further payments, the relevant party shall pay the interest payment within **[INSERT 5 or 20]** days after being provided with notice.

7.11 Incentive Payments (Optional)

- 7.11.1 In addition to the Contract Price, the Commonwealth shall pay the Contractor incentive payments ('**Incentive Payments**') for superior performance as evidenced by the Contractor achieving the key performance indicators set out in Annex F to Attachment B, to the Commonwealth Representative's satisfaction but subject to clause 7.11.2.
- 7.11.2 The Commonwealth shall not pay the Contractor Incentive Payments for any assessment period if during the assessment period:
- a. the Contractor did not achieve a Milestone due to be achieved during the assessment period;

Option: For when Liquidated Damages will be required.

- b. the Commonwealth was entitled to claim liquidated damages in accordance with clause 10.6; or
 - c. the Commonwealth was entitled to terminate the Contract for default under clause 13.2.
- 7.11.3 The maximum amount payable as Incentive Payments under the Contract, to be apportioned over the assessment periods set out in Annex F to Attachment B, shall be the Incentive Payment amount specified in the Details Schedule.
- 7.11.4 The weightings for the key performance indicators for each assessment period are set out in Annex F to Attachment B.
- 7.11.5 At the end of each assessment period the Contractor shall provide the Commonwealth Representative with a written statement of the Contractor's achievement of the key performance indicators and reasonable information as requested by the Commonwealth Representative to evaluate the Contractor's performance. No Incentive Payments shall be awarded until the Contractor has provided the Commonwealth Representative with the written statement and reasonable information as requested.
- 7.11.6 Within 30 days after the completion of the assessment period, the Commonwealth Representative shall assess the information provided under clause 7.11.5 and notify the Contractor of the amount of Incentive Payments awarded, if any.

Note to drafters: The option of 5 days should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth does not intend to use the PEPPOL framework, the 5 day option and note to tenderers should be removed prior to RFT release.

Note to tenderers: The selection of 5 or 20 days below will depend on whether the PEPPOL framework has been agreed by the Commonwealth and the Contractor. This will be determined based on the tenderer's response to clause 2.17 of Annex A to Attachment A to the Conditions of Tender.

- 7.11.7 On receipt of notice as to the amount of the Incentive Payments, the Contractor shall submit to the Commonwealth Representative a claim for the amount detailed in the notice. The Commonwealth shall pay the claim for Incentive Payments within **[INSERT 5 or 20]** days after the Commonwealth's notification under clause 7.12.6.
- 7.11.8 Incentive Payments not awarded for the assessment period to which they apply shall not be payable by the Commonwealth in any subsequent assessment period.

7.12 Taxes and Duties (Core)

- 7.12.1 All Taxes imposed or levied in Australia or overseas in connection with the Contract shall be met by the Contractor and the Contractor agrees that, with the exception of GST, they are included within the Contract Price.
- 7.12.2 Subject to clause 7.12.4, the Commonwealth shall, in addition to the Contract Price, pay the amount of GST imposed on any taxable supply made by the Contractor to the Commonwealth under the Contract.
- 7.12.3 For the purposes of clause 7.12.2, the additional amount is the amount of GST payable on that part of the Contract Price to which the taxable supply relates as if that part of the Contract Price is the value of the taxable supply for the purpose of the GST Act.
- 7.12.4 The Contractor shall submit each claim for payment under clause 7 in the form of a valid tax invoice. The tax invoice shall include the amount and method of calculation of any GST payable by the Contractor in relation to that claim for payment as a separate item.
- 7.12.5 If the Contractor incorrectly states the amount of GST payable, or paid, by the Commonwealth on an otherwise valid tax invoice, the Contractor shall issue to the Commonwealth a valid adjustment note in accordance with the GST Act.
- 7.12.6 If the Commonwealth makes, or is assessed by the ATO as having made, a taxable supply to the Contractor under or in connection with the Contract, the Commonwealth shall be entitled to recover from the Contractor upon presentation of a valid tax invoice, the amount of GST paid or payable by the Commonwealth to the ATO.
- 7.12.7 The Commonwealth may elect to recover from the Contractor under clause 13.6 any amount of GST to be paid by the Contractor under clause 7.12.6. No amount shall be owing to the Commonwealth under this clause 7.12.7 until the Commonwealth elects to recover the amount.

7.13 GST Agent (RFT Core)

Note to tenderers: This clause will only be included if the Contractor appoints a resident agent. Tenderers should make their own inquiries regarding the suitability of proposing an agent to act for them for the purposes of Division 57 of the GST Act. Tenderers should indicate, within the 'Statement of Non-Compliance' tendered in accordance with TDR A-4, the requirement for this clause in any resultant Contract and, if so, their ability to comply with it.

- 7.13.1 The Contractor has appointed the GST Agent specified in the Details Schedule (if any) as its resident agent for the purposes of Division 57 of the GST Act.
- 7.13.2 The Contractor, by appointing a resident agent, shall not be relieved of its liabilities or obligations under the Contract and shall at all times be responsible for ensuring that the resident agent complies with the requirements of this clause 7.13.
- 7.13.3 Without limiting clause 7.13.2, the Contractor shall ensure that its resident agent:
- provides all necessary documentation required by the Commonwealth for a claim for payment to be considered under clause 7.12; and
 - complies with Division 57 of the GST Act.
- 7.13.4 The Commonwealth shall make all payments otherwise due to the Contractor under clause 7 to the resident agent. The Contractor agrees that such payments to the resident agent shall discharge, to the extent of the payment, the Commonwealth's liability to the Contractor for those Supplies.
- 7.13.5 If the Contractor appoints an alternative resident agent, the Contractor shall notify the Commonwealth Representative within 10 Working Days after the change, and provide the information required in the Details Schedule.
- 7.13.6 The Contractor, if requested by the Commonwealth Representative, shall provide the Commonwealth Representative a copy of the resident agency agreement, which copy need not contain prices.

7.14 Cost Principles (Core)

- 7.14.1 Without in any way affecting or overriding the other provisions of the Contract, the Contractor shall apply the Defence Cost Principles when preparing any:
- a. claim for postponement costs under clause 6.4;

Option: For use when Defence Cost Principles are applied

Note to drafters: Use unless not required as per cl 2.31. of the Defence Cost Principles

- b. price for any CCP under clause 11.1; or
- c. claim for costs if the Contract is terminated.

7.15 ACE Measurement Rules (Core)

- 7.15.1 Where the Contractor is required to calculate ACE and ICE under the Contract, ACE and ICE shall be calculated in accordance with the ACE Measurement Rules, and any alternate and/or additional deeming rates that are detailed in Attachment B.
- 7.15.2 The Contractor shall, and shall ensure that AIC Subcontractors maintain books, records, documents and other evidence and accounting procedures and practices, sufficient to justify the calculation of ACE and ICE in accordance with the ACE Measurement Rules.

8 DEFECT NOTIFICATION AND RECTIFICATION**8.1 Notification of Defects (Core)**

- 8.1.1 If during the Defect Notification Period specified in the Details Schedule the Contractor becomes aware of any Defect in the Supplies which adversely affects, or is likely to adversely affect:
- a. the safety of Supplies or the safety of persons, the Contractor shall notify the Commonwealth Representative of the Defect within one Working Day; or
 - b. the operation or capability of the Supplies, the Contractor shall notify the Commonwealth Representative of the Defect within five Working Days.
- 8.1.2 The Contractor shall, within 30 days after a notification under clause 8.1.1, provide the Commonwealth with a report on the nature of the Defect, its cause and effects, and proposed rectification action.

8.2 Defect Rectification Obligations (Core)

- 8.2.1 If the Commonwealth Representative notifies the Contractor of a Defect in Supplies during the Defect Rectification Period (specified in the Details Schedule) applicable to the Supplies, the Contractor shall, within **[INSERT PERIOD]** after the notification, or a longer period agreed in writing by the Commonwealth, by repair, replacement or modification:
- a. rectify the Defect; and
 - b. rectify any damage or other adverse effect to the extent caused by the Defect or the rectification of the Defect,
- whether or not the Defect arises out of or as a consequence of a Contractor Default.
- 8.2.2 The Contractor shall be entitled to claim for an additional amount (calculated in accordance with Attachment B and on the same basis as the Contract Price) for any rectification work performed under clause 8.2.1, but only to the extent that the Contractor demonstrates that:
- a. the Defect arose out of, or as a consequence of:
 - (i) a Commonwealth Default; or
 - (ii) the Commonwealth wilfully damaging the Supplies; or
 - b. if the Defect comprises damage to the Supplies, the damage arose while the risk of loss of or damage to the Supplies resided with the Commonwealth under clause 10.7.1 and the Contractor is not otherwise liable for the damage under clause 10.8.2 and:

- (i) the damage arose out of or as a consequence of:
 - 1) the Supplies not being stored, installed, configured, used, maintained or modified by the Commonwealth or a Commonwealth Contractor in accordance with any specifications, instructions or manuals delivered to the Commonwealth in respect of the relevant Supplies (provided that compliance with the specifications, instructions or manuals would not prevent the relevant Supplies from being fit for purpose in accordance with clause 3.3);
 - 2) an Excepted Risk occurring after the Supplies were delivered to the Commonwealth; or
 - 3) a breach of a general law duty or an applicable law by an Unrelated Party; or
 - (ii) the damage has not arisen out of or as a consequence of a Contractor Default and the damage could not reasonably have been prevented or mitigated by reasonable care on the part of the Contractor or Contractor Personnel.
- 8.2.3 The Contractor's obligations under clause 8.2.1a do not require the Contractor to rectify a Defect in GFM incorporated into Supplies, except to the extent that the Defect:
 - a. arose out of or as a consequence of a Contractor Default; or
 - b. was present in the item when it was provided to the Commonwealth by or through the Contractor or a Related Body Corporate of the Contractor (whether under the Contract or another contract).
- 8.2.4 Subject to clauses 8.2.2 and 8.2.8, the Contractor shall, except to the extent that the Commonwealth Representative otherwise agrees, bear all costs of, and incidental to, any rectification work performed under clause 8.2.1, including the costs of any removal, disassembly, packing, freight (not exceeding the freight cost between the Contract delivery point and the Contractor's nominated repair facility and return), relevant testing, re-assembly and reinstallation.
- 8.2.5 If the Contractor fails to rectify a Defect within the period specified in clause 8.2.1, the Commonwealth may itself or by a third party ensure that the rectification is performed. If the Commonwealth engages a third party to perform the rectification work, the Contractor's warranties and obligations in relation to the Supplies will be reduced to the extent of the warranty given by the third party in relation to the rectification work. The Commonwealth may elect to recover from the Contractor under clause 13.6 the amount of the Commonwealth's costs of the rectification work. No amount shall be owing to the Commonwealth under this clause 8.2.5 until the Commonwealth elects to recover the amount.
- 8.2.6 If a Defect (other than a Latent Defect) in any Supplies is rectified in accordance with clause 8.2.1, the Defect Rectification Period for the affected Supplies shall expire on the later of:
 - a. the end of the original Defect Rectification Period; or
 - b. the date that is half the original Defect Rectification Period after the rectified Supplies are returned to the Commonwealth.
- 8.2.7 If the Contractor has performed rectification work as required by this clause 8.2 and the Commonwealth is not satisfied that the Defect has been rectified, the Contractor shall perform any additional tests that are required by the Commonwealth to determine whether the Defect has been rectified.
- 8.2.8 If tests conducted under clause 8.2.7 show that the Defect has been rectified, the cost of the tests shall be borne by the Commonwealth. If the tests show that the Defect has not been rectified:
 - a. the Contractor shall rectify the Defect as soon as practicable; and
 - b. the costs of the rectification work and the tests shall be borne by the Contractor.
- 8.2.9 Nothing under this clause 8.2 limits or affects:
 - a. the obligations of the Contractor under clause 3.2, 3.3, 10.7 or 10.8; or

- b. any other right of the Commonwealth under the Contract or otherwise arising out of or as a consequence of a Defect.

8.3 Manufacturer and Other Warranties (Optional)

Note to tenderers: This clause may be included if there are warranties that are available from the relevant manufacturer or supplier that will extend beyond the end of the relevant Defect Rectification Period and these warranties represent value for money for the Commonwealth. Tenderers should identify any warranties of this nature in their tenders, including the additional cost (if any) associated with such warranties.

- 8.3.1 The Contractor shall ensure that the Commonwealth obtains the benefit of any manufacturer, supplier or other third party warranty applicable to the Supplies (including after the expiry of the Defect Rectification Period for the relevant Supplies), including by taking all reasonable action to enforce such a warranty, until the expiry of the warranty or clause 8.3.2 applies.

Note to drafters: If Final Acceptance is included in the draft Contract include the text in square brackets below, otherwise delete.

- 8.3.2 Following **[achievement of Final Acceptance or]** the termination or expiry of the Contract, the Contractor shall:
- a. assign the benefit of any remaining third party warranties for those Supplies to the Commonwealth; or
 - b. if the Contractor is not permitted to assign those third party warranties, otherwise ensure that the Commonwealth obtains the benefit of any remaining third party warranties for those Supplies, including by taking all reasonable action to enforce such a third party warranty until the expiry of the warranty.

8.4 Spare Parts and Support Equipment (Optional)

- 8.4.1 The Contractor shall, for the period of **[INSERT PERIOD IN YEARS]** commencing immediately after delivery of the Supplies, maintain facilities or other arrangements for the supply to the Commonwealth or Commonwealth Contractors of sufficient quantities of spare parts and support equipment to enable the Supplies to be maintained.
- 8.4.2 If during the period set out in clause 8.4.1, the Contractor becomes aware that its ability to supply spare parts or support equipment may be adversely affected, it shall give the Commonwealth at least three months prior notice of that event. If there will be a final production run of spare parts or support equipment, the Contractor shall nominate in the notice the date by which the Commonwealth may place final orders.
- 8.4.3 The Contractor shall ensure that provisions corresponding to clauses 8.4.1 and 8.4.2 are included in all Approved Subcontracts under which spare parts or support equipment may be provided.
- 8.4.4 The Commonwealth is not bound to order any, or any particular quantity of, spare parts or support equipment from the Contractor.

9 INSURANCE

9.1 Insurance (Core)

Note to drafters: Drafters are to tailor this clause by selecting only those insurance policies actually required for the draft Contract and by inserting the required limit of indemnity for the relevant insurances in the Details Schedule. (Note: the LRA provides the basis for determining the insurance requirements). As a guide, insurance policy indemnity limits should be based on the Maximum Probable Loss (MPL) determined by the LRA. The MPL represents the financial consequence of a risk event occurring after taking into account any risk treatments that mitigate consequence – it is NOT to be discounted by multiplying consequence x likelihood.

The ACIP Initiative applies to CASG procurements in accordance with Functional Policy (Procurement) - Mandatory Procurement Policy Requirements for the Approved Contractor Insurance Program Initiative. Drafters should refer to the ASDEFCON Insurance Handbook for guidance to assist with understanding and tailoring this clause. In accordance with paragraphs 28 to 31 of Functional Policy (Procurement) – Mandatory Procurement Policy Requirements for

the Approved Contractor Insurance Program Initiative, material changes to this clause must be approved by the ACIP Management Team at ACIP.ManagementTeam@defence.gov.au. Information on the ACIP Initiative is available at

- <http://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/331E4CAE-EEBE-45A0-9DA6-9B2C24E1DE33>.

For non-CASG procurements, drafters may seek approval to apply the ACIP Initiative from the ACIP.ManagementTeam@defence.gov.au.

Drafters using this clause for non-CASG procurements (unless otherwise approved by the ACIP Management Team) or for CASG procurements in which no tenderer with ACIP status will participate, must delete the Note to tenderers below and also delete clause 9.1.28 and its associated Note to tenderers.

Note to tenderers: The operation of clause 9 will vary depending on whether the Contractor has Approved Contractor Insurance Program (ACIP) status and, where a Contractor has ACIP status, to the extent any of the policies required by clause 9 are within the Contractor's ACIP.

As per clause 9.1.28, for Contractors with ACIP status, the Contractor will be deemed compliant with relevant requirements of this clause where the policy is within the scope of the Contractor's ACIP. Information on the ACIP Initiative and the list of companies with current ACIP status is at

<https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/acip-initiative>.

9.1.1 The Contractor shall effect and maintain the insurances (which, for the purposes of this clause 9 will be satisfied where the Contractor causes such insurances to be effected and maintained or where the Contractor is insured under such insurances) for the times and in the manner specified in this clause 9, without requiring insurance to be effected to the extent that a particular risk:

- a. is insured against under other insurance effected in compliance with this clause 9; or
- b. has been expressly retained by the Commonwealth, except to the extent that such retention by the Commonwealth is dependent on the Contractor being liable only to the extent that it is insured for the liability.

For the avoidance of doubt, the terms of this clause 9 do not alter the allocation of risk or liability between the parties as provided for under any other clause of the Contract.

9.1.2 The Contractor shall use its reasonable endeavours to ensure that Subcontractors and their employees, officers and agents are insured as required by this clause 9, as is appropriate (including with respect to the amount of insurance, types of insurance and period of insurance) given the nature of services or work to be performed by them, as if they were the Contractor.

Option: For use if workers compensation insurance is required.

9.1.3 **(workers compensation)** The Contractor shall effect and maintain workers compensation insurance or registrations as required by law, in respect of the Contractor's liability to its employees engaged in the performance of any obligation or the exercise of any right under the Contract. Where permitted under the relevant statutory workers compensation or accident compensation scheme, the insurance or registrations shall extend to cover the vicarious liability of the Commonwealth for the acts or omissions of the Contractor. However, the requirements of this clause 9.1.3 (workers compensation) do not apply to the extent and for such time as the Contractor is a licensed self-insurer or exempt employer in the relevant jurisdiction.

Note to tenderers: Alternative clause 9.1.3 to be used where workers engaged by the Contractor will be performing work outside of Australia. If this alternative clause is used, prior to Contract signature the clause number and cross-references in this clause 9.1.3 will need to be automated and automatic cross-references elsewhere in clause 9.1 to this clause will need to be reinserted.

9.1.3 **(workers compensation)** The Contractor shall effect and maintain:

- a. workers compensation insurance or registrations as required by law, in respect of the Contractor's liability to its employees engaged in the performance of any obligation or the exercise of any right under the Contract. Where permitted under the relevant statutory workers compensation or accident compensation scheme, the insurance or registrations shall extend to cover the vicarious liability of the Commonwealth for the acts or omissions of the Contractor. However, the requirements of this clause 9.1.3 do not apply to the extent and for such time as the Contractor is a licensed self-insurer or exempt employer in the relevant jurisdiction; and
- b. in each jurisdiction where common law claims can be brought outside of the statutory workers compensation or accident compensation scheme referred to in clause 9.1.3, employer's liability insurance with a limit of indemnity of not less than the amount customarily effected by prudent insureds for this risk in each relevant jurisdiction, covering any work-related injury, damage, expense, loss or liability suffered or incurred by any person engaged by the Contractor in the work under the Contract (or their dependants). Such insurance shall extend to cover the vicarious liability of the Commonwealth for the acts or omissions of the Contractor.

Option: For use if public and products liability insurance is required.

- 9.1.4 **(public and products liability)** The Contractor shall effect and maintain public and products liability insurance written on an occurrence basis with a limit of indemnity of not less than:
- a. the amount specified in the Details Schedule each and every occurrence for public liability claims; and
 - b. the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period for products liability claims,
- which covers:
- c. the Contractor, its employees, officers and agents (including for liability to each other); and
 - d. the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor, its employees, officers and agents,
- for their respective liabilities for any:
- e. loss of, damage to, or loss of use of, any tangible property (including GFF, GFE and any other Commonwealth Property in the care, custody or control of the Contractor or its Subcontractors) for a sublimit of not less than the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period, unless that property is insured against the risks of loss and damage under the insurance referred to in clause 9.1.6 (property [or Industrial Special Risks]); and
 - f. the bodily injury, disease, illness or death of any person,

Note to drafters: At the end of clause 9.1.4 (or alternative clause 9.1.4) below, select the appropriate territorial limit:

- a. ***If works under the Contract will occur only in Australia and the acquired items will not be used outside of Australia, then include the second last sentence 'This insurance shall have a territorial limit which includes Australia'; and***
- a. ***If works under the Contract will occur in whole or in part outside of Australian or the acquired items may be used outside of Australia, then include the last sentence "This insurance shall have a worldwide territorial limit".***

caused by, arising out of, or in connection with the negligent performance of any obligation or the exercise of any right under the Contract or under any GFF Licence entered into for the purposes of this Contract by the Contractor or Contractor Personnel, including in respect of the manufacture, processing, alteration, repair, installation, supply, distribution or sale of any product. **[INSERT EITHER 'This insurance shall have a territorial limit which includes Australia.' OR 'This insurance shall have a worldwide territorial limit']**.

Note to drafters: Alternative clause 9.1.4 (products liability) to be used where only products liability insurance is required. If this alternative clause is used, the clause number in this clause 9.1.4 (products liability) will need to be automated and automatic cross-references elsewhere in clause 9 to this clause will need to be reinserted.

- 9.1.4 **(products liability)** The Contractor shall effect and maintain products liability insurance written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period, which covers:
- a. the Contractor, its employees, officers and agents; and
 - b. the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor, its employees, officers and agents.
- for their respective liabilities for any:
- c. loss of, damage to, or loss of use of, any tangible property (including GFF, GFE and any other Commonwealth Property in the care, custody or control of the Contractor or its Subcontractors) for a sub-limit of not less than the amount specified in the

Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period, unless that property is insured against the risks of loss and damage under the insurance referred to in clause 9.1.6 (property **[or Industrial Special Risks]**); and

- d. the bodily injury, disease, illness or death of any person, caused by, arising out of, or in connection with the negligent manufacture, processing, alteration, repair, installation, supply, distribution or sale of any product by the Contractor or Contractor Personnel. **[INSERT EITHER 'This insurance shall have a territorial limit which includes Australia.' OR 'This insurance shall have a worldwide territorial limit']**

Option: For use if professional indemnity insurance is required.

9.1.5 **(professional indemnity)** The Contractor shall effect and maintain professional indemnity insurance with a limit of indemnity of not less than the amount specified in the Details Schedule for any one claim and in the aggregate for all claims in any 12 month policy period, and including a right of reinstatement, which covers the liability of the Contractor at general law arising from a negligent breach of duty owed in a professional capacity, by reason of any act or omission of the Contractor or Contractor Personnel. Such insurance shall:

- a. have a definition of professional services broad enough to include all professional services, activities and duties to be provided or performed by the Contractor and Contractor Personnel under the Contract;

Note to drafters: Paragraphs b, c, d and f are optional depending on the services and risks. Where b or c is selected, f should also be included.

- b. extend to cover claims related to Software and IT risks;
- c. extend to cover claims for unintentional breaches of intellectual property rights;
- d. extend to cover claims for unintentional breaches of trade practices laws;
- e. have a retroactive date of no later than the earlier of the commencement of the work under the Contract or any preparatory work by the Contractor and Contractor Personnel; and
- f. have worldwide territorial and jurisdictional limits.

Option: For use if property or Industrial Special Risks insurance is required.

- 9.1.6 **(property)** The Contractor shall effect and maintain all risks property insurance covering:
- a. the tangible Supplies, unless and to the extent that the liability of the Contractor for the loss or damage of that property is insured under the insurance referred to in clause 9.1.4 (public and products liability [or products liability]);
 - b. GFE, GFF and any other property of the Commonwealth in the care, custody or control of the Contractor or its Subcontractors unless and to the extent that the liability of the Contractor for the loss or damage of that property is insured under the insurance referred to in clause 9.1.4 (public and products liability [or products liability]); and
 - c. all other property, plant and equipment in the care, custody or control of the Contractor or its agents, material to the Contractor's ability to perform its obligations under the Contract,

Note to drafters: The last sentence of clause 9.1.6 below highlighted in grey is optional and should only be used where GFF constitutes a part of a building or facility.

against the risks of loss, damage or destruction by all commercially insurable risks (including earthquake, fire, flood, lightning, storm and tempest, theft, malicious damage and resulting loss or damage arising from faulty material, workmanship or design), for the full replacement or reinstatement value of such insured property and including cover for professional fees, extra costs of reinstatement, and removal of debris. The insurance shall insure the respective interests of the Contractor and the Commonwealth in the property insured. Where the GFF constitutes only a part of a building or facility, the requirement for insurance for GFF under this clause 9.1.6 only applies in respect of the Licensed Fittings (as defined in the GFF Licence).

Note to drafters: Alternative clause 9.1.6 (Industrial Special Risks) is to be used where business interruption insurance is required. If this alternative clause is used, the clause number and cross-references in this clause 9.1.6 will need to be automated and automatic cross-references elsewhere in clause 9 to this clause will need to be reinserted.

- 9.1.6 **(Industrial Special Risks)** The Contractor shall effect and maintain:
- a. all risks property insurance covering:
 - (i) the tangible Supplies, unless and to the extent that the liability of the Contractor for the loss or damage of that property is insured under the insurance referred to in clause 9.1.4 (public and products liability **[or products liability]**);
 - (ii) GFE, GFF and any other property of the Commonwealth in the care, custody or control of the Contractor or its Subcontractors unless and to the extent that the liability of the Contractor for the loss or damage of that property is insured under the insurance referred to in clause 9.1.4 (public and products liability **[or products liability]**); and
 - (iii) all other property, plant and equipment in the care, custody or control of the Contractor or its agents, material to the Contractor's ability to perform its obligations under the Contract,

Note to drafters: The last sentence of clause 9.1.6 below highlighted in grey is optional and should only be used where GFF constitutes a part of a building or facility.

against the risks of loss, damage or destruction by all commercially insurable risks (including earthquake, fire, flood, lightning, storm and tempest, theft, malicious damage and resulting loss or damage arising from faulty material, workmanship or design), for the full replacement or reinstatement value of such insured property and including cover for professional fees, extra costs of reinstatement, and removal of debris. The insurance shall insure the respective interests of the Contractor and the Commonwealth in the property insured. Where the GFF constitutes only a part of a building or facility, the requirement for insurance for GFF under this clause 9.1.6 only applies in respect of the Licensed Fittings (as defined in the GFF Licence); and

- b. business interruption insurance for a period of not less than the period specified in the Details Schedule with a limit sufficient to cover the loss of profit and increased costs of working due to the interruption of the Contractor's operations or activities caused by damage to insured property by a peril required to be insured against under clause 9.1.6a.

Option: For use if transit insurance is required.

- 9.1.7 **(transit)** The Contractor shall effect and maintain insurance covering any tangible property referred to in clause 9.1.6, against the risks of loss, damage or destruction caused by all commercially insurable risks for an amount not less than their full replacement value plus freight and insurance on an indemnity basis during transits of such property by land, sea or air and during loading or unloading and storage during transit, where such transits are at the risk of the Contractor. The insurance shall insure the respective interests of the Contractor and the Commonwealth in the property insured.

Option: For use if motor vehicle insurance is required.

- 9.1.8 **(motor vehicle)** The Contractor shall effect and maintain:
- a. compulsory third party insurance as required by law in respect of all registered plant and motor vehicles used by the Contractor, its employees, officers and agents in connection with the work under the Contract; and
 - b. motor vehicle liability insurance written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule each and every occurrence covering:
 - (i) third party property loss or damage arising out of the use by the Contractor and Contractor Personnel of any registered or unregistered plant or vehicles; and
 - (ii) third party bodily injury, disease, illness or death arising out of the use by the Contractor, its employees, officers and agents of any unregistered plant or vehicles and, any registered vehicles not required to be insured under compulsory third party insurance in a foreign jurisdiction,
- in connection with the work under the Contract or on or around any GFF by the Contractor or Contractor Personnel.

Option: For use if aircraft hull insurance is required.

- 9.1.9 **(aircraft hull)** The Contractor shall effect and maintain aircraft hull insurance for the full replacement value (or, where it is the practice for such property to be insured for its market or agreed value by prudent insureds in accordance with insurance market practice for this type of risk, then for such market or agreed value) of each aircraft to be used in the performance of the work under the Contract against the risks of loss, damage or destruction by all commercially insurable risks (including hull war cover as provided by LSW555D and spares all risks cover) whilst each aircraft is at the risk of the Contractor and which insures the respective interests of the Contractor and the Commonwealth in the property insured.

Option: For use if aviation liability insurance is required.

9.1.10 **(aviation liability)** The Contractor shall effect and maintain aviation and aviation products liability insurance written on an occurrence basis with a limit of indemnity of not less than:

- a. the amount specified in the Details Schedule each and every occurrence for aviation liability claims; and
- b. the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period for aviation products liability claims,

which covers:

- c. the Contractor, its employees, officers and agents (including for liability to each other); and
- d. the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor and Contractor Personnel,

for their respective liabilities for any:

- e. loss of, damage to, or loss of use of, any tangible property (including GFE, GFF and any other property of the Commonwealth in the care, custody or control of the Contractor or its Subcontractors) for a sublimit of not less than the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period, unless that property is insured against the risks of loss and damage under the insurance referred to in clause 9.1.6 **[INSERT EITHER 'property' OR 'Industrial Special Risks' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.6]** or 9.1.9 (aircraft hull); and

- f. bodily injury, disease, illness or death of any person,

caused by, arising out of, or in connection with, the manufacture, processing, alteration, supply, distribution, sale, use, operation, repair, maintenance or ownership of any aircraft or aviation products in the performance of the Contract by the Contractor or Contractor Personnel. Such insurance shall:

- g. cover all aviation activities and services to be provided by the Contractor, its employees, officers and agents under the Contract;
- h. not exclude claims related to the effects of noise or wind produced as a result of the use, operation or ownership of any aircraft;
- i. not exclude claims arising from an alleged breach of duty owed in a professional capacity;
- j. cover war risks as provided by AVN52E;
- k. cover third party passenger liability;
- l. cover claims by pilots and operational crew as provided by AVN73; and
- m. include confirmation that the insurance is compliant with requirements of the *Civil Aviation (Carriers Liability) Act 1959* (Cth) as provided by AVN57A.

Option: For use if hangarkeepers insurance is required.

- 9.1.11 **(hangarkeepers)** The Contractor shall effect and maintain hangarkeepers liability insurance written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule each and every occurrence which covers the liability (including premises liability and airside liability) of:
- a. the Contractor, its employees, officers and agents (including for liability to each other); and
 - b. the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor, its employees, officers and agents,
- caused by, arising out of, or in connection with, the occupation, use or ownership of any hangar, runways or related infrastructure and facilities used in the performance of the work under the Contract by the Contractor or Contractor Personnel.

Option: For use if marine hull insurance is required.

- 9.1.12 **(marine hull)** The Contractor shall effect and maintain marine hull insurance for the full replacement value (or, where it is the practice for such property to be insured for its market or agreed value by prudent insureds in accordance with insurance market practice for this type of risk, then for such market or agreed value) of each vessel to be used in the performance of the work under the Contract against the risks of loss, damage or destruction by all commercially insurable risks (including war risks) whilst each vessel is at the risk of the Contractor and which insures the respective interests of the Contractor and the Commonwealth in the property insured.

Option: For use if marine liability insurance is required.

- 9.1.13 **(marine liability)** The Contractor shall effect and maintain marine liability (or protection and indemnity) insurance written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule each and every occurrence which covers:
- a. the Contractor, its employees, officers and agents (including for liability to each other); and
 - b. the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor, its employees, officers and agents,
- for their respective liabilities for any:
- c. loss of, damage to, or loss of use of, any tangible property (including GFE, GFF and any other property of the Commonwealth in the care, custody or control of the Contractor or its Subcontractors for a sublimit of not less than the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period, unless that property is insured against the risks of loss and damage under the insurance referred to in clause 9.1.6 **[INSERT EITHER 'property' OR 'Industrial Special Risks' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.6]** or 9.1.12 (marine hull)); and
 - d. bodily injury, disease, illness or death of any person,
- caused by, arising out of, or in connection with, the use, operation or ownership of any vessel by the Contractor or Contractor Personnel in the performance of the Contract, including cover for war risks.

Option: For use if ship builders insurance is required.

9.1.14 **(ship builders)** The Contractor shall effect and maintain ship builders insurance written on an occurrence basis:

- a. which covers the hull under construction and any plant and equipment used in the construction of the hull (including GFF, GFE and any other property of the Commonwealth in the care, custody or control of the Contractor or its Subcontractors) against the risks of loss, damage or destruction by all commercially insurable risks for their full replacement or reinstatement value (or, where it is the practice for such property to be insured for its market or agreed value by prudent insureds in accordance with insurance market practice for this type of risk, then for such market or agreed value), which insures the respective interests of the Contractor and the Commonwealth in the property insured; and
- b. which covers:
 - (i) the Contractor, its employees, officers and agents (including for liability to each other); and
 - (ii) the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor, its employees, officers and agents,

for their respective liabilities for any:

- (iii) loss of, damage to, or loss of use of, any tangible property; and
- (iv) the bodily injury, disease, illness or death of any person,

caused by, arising out of, or in connection with the negligent performance of ship building work under the Contract by the Contractor or Contractor Personnel, with a limit of indemnity of not less than the amount specified in the Details Schedule each and every occurrence. The insurance referred to in clause 9.1.14b shall include war risks cover. The insurance referred to in clause 9.1.14a and 9.1.14b shall include:

- c. Institute Clauses for Builders Risks (1/6/88) subject to the following amendments:
 - (i) clause 5.1 (perils) amended to include cover for the cost of renewing faulty welds;
 - (ii) clause 6 (earthquake and volcanic eruption exclusion) deleted;
 - (iii) clause 10 (deductible) amended in respect of claims for total loss or constructive total loss, the deductible should not apply to clause 17, 18, 19 or 20 if claim arising from same incident;
 - (iv) clauses 17.4.5 and 19.3.10 (pollution exclusion) deleted;
 - (v) clause 19.3.4 (cargo exclusion) deleted;
 - (vi) clauses 22 (strikes exclusion) and 23 (malicious acts exclusion) deleted;
- d. seepage and pollution buy back clause;
- e. leased equipment clause; and
- f. consequential loss following insured loss (but excluding delay due to lack of performance).

Option: For use if Cyber insurance is required.

9.1.15 **(cyber)** The Contractor shall effect and maintain cyber insurance which covers the Contractor for:

- a. liability arising from the alleged or actual theft or unauthorised dissemination, or unauthorised use of, or unauthorised access to personal, confidential, security classified or proprietary information;
- b. "network security liability" being a liability arising from unauthorised access to, unauthorised use of, or unauthorised modification of computer systems or

applications (other than the Defence Protected Network), including hacker attacks, the inability of an authorised party to access, use or modify the systems or applications including because of "denial of service" attacks, except to the extent caused by a mechanical or electrical failure not in the direct operational control of the insured;

- c. liability arising from Malware included in the Supplies, or introduced into equipment, networks or existing applications or systems (other than the Defence Protected Network), or data relating thereto, belonging to or used by the Commonwealth, the Contractor, a Subcontractor, a Commonwealth Contractor or a third party;
- d. costs and expenses of government investigations into events of the kind described in clauses 9.1.15a to 9.1.15c;
- e. fines and penalties imposed in relation to events of the kind described in clauses 9.1.15a to 9.1.15c;
- f. mitigation (including web clean-up) costs, crisis management costs and investigation (including forensic) costs in relation to events of the kind described in clauses 9.1.15a to 9.1.15c;
- g. cyber ransom and extortion; and
- h. data recovery costs incurred in relation to events of the kind described in clauses 9.1.15a to 9.1.15c;

Option: For use where business interruption insurance is required.

Note to drafters: Alternative clause 9.1.6 (Industrial Special Risks) is to be used where business interruption insurance is required. If this alternative clause is used, the clause number and cross-references in that clause 9.1.6 will need to be automated and automatic cross-references elsewhere in clause 9 to this clause will need to be reinserted.

- i. non-physical business interruption;

written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule any one occurrence and in the aggregate for all occurrences in any 12 month policy period. The insurance shall:

- j. cover the liability of the Contractor by reason of any act or omission of the Contractor, its employees, officers, Subcontractors and agents;
- k. cover the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor;
- l. have a retroactive date of no later than 36 months before the commencement of the work under the Contract; and
- m. have worldwide territorial and jurisdictional limits.

Option: For use if contract works insurance is required.

Note to drafters: 'Construction works', 'site' and 'defects correction period' are in square brackets in case there is a more appropriate defined or undefined term.

9.1.16 **(contract works)** The Contractor shall effect and maintain all risks insurance covering the whole of the [construction works] (including any temporary works), plant and equipment and any other property on [site] (including while in storage off [site] and while in transit to or from the [site]) for use in performing or incorporation into the [construction works] against the risks of loss, damage or destruction by all commercially insurable risks (including earthquake, fire, flood, lightning, storm and tempest, theft, malicious damage and resulting loss or damage arising from faulty material, workmanship or design), for the full replacement or reinstatement value of such insured property and including cover for professional fees, extra costs of reinstatement, and removal of debris and insuring the respective interests of the Contractor, its employees, officers and agents and the Commonwealth in the property insured.

Note to drafters: Alternative clause 9.1.16 to be used where advanced consequential loss insurance is required. If this alternative clause is used, the clause number and cross-references in this clause 9.1.16 will need to be automated and automatic cross-references elsewhere in clause 9 to this clause will need to be reinserted.

9.1.16 **(contract works)** The Contractor shall effect and maintain:

- a. all risks insurance covering the whole of the [construction works] (including any temporary works), plant and equipment and any other property on [site] (including while in storage off [site] and while in transit to or from the [site]) for use in performing or incorporation into the [construction works] against the risks of loss, damage or destruction by all commercially insurable risks (including earthquake, fire, flood, lightning, storm and tempest, theft, malicious damage and resulting loss or damage arising from faulty material, workmanship or design), for the full replacement or reinstatement value of such insured property and including cover for professional fees, extra costs of reinstatement, and removal of debris and insuring the respective interests of the Contractor, its employees and agents and the Commonwealth in the property insured; and
- b. advanced consequential loss insurance for a period of not less than the period specified in the Details Schedule with a limit sufficient to cover the increased costs of working and other costs and expenses incurred by the Contractor due to a delay in the progression of the [construction works] due to the occurrence of a peril required to be insured against under clause 9.1.16a.

9.1.17 The insurances and registrations referred to in:

Note to drafters: 'Defects correction period' is in square brackets in case there is a more appropriate defined or undefined term.

In clause 9.1.17a below, include the words highlighted in grey only if contract works insurance has been selected.

- a. the following clauses shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until all work under the Contract is completed (and all applicable [defects corrections periods] in respect of any works have expired):
 - (i) clause 9.1.3 (workers compensation);
 - (ii) clause 9.1.6 ([INSERT EITHER 'property' OR 'Industrial Special Risks' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.6]);
 - (iii) clause 9.1.9 (aircraft hull);
 - (iv) clause 9.1.11 (hangarkeepers liability);
 - (v) clause 9.1.12 (marine hull);
 - (vi) clause 9.1.13 (marine liability);
 - (vii) clause 9.1.14 (ship builders); and

(viii) clause 9.1.15 (cyber);

Note to drafters: If the products supplied have a life which exceeds the Contract Term, then:

- include the whole sentence at clause 9.1.17b below, and
- insert a period sufficient to cover the life of the product. If that period is commercially too long, insert a reasonable period, eg. 7 or 10 years.

If the products supplied have a life which does not exceed the Contract Term, then at clause 9.1.17b below, delete the words at the end of the clause highlighted in grey.

- b. clause 9.1.4 ([INSERT EITHER 'public and products liability' OR 'products liability' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.4]) shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until all work under the Contract is completed and, in respect of products liability for [INSERT PERIOD] years following completion of the work under the Contract;

Note to drafters: If the aviation products supplied have a life which exceeds the Contract Term, then:

- include the whole sentence at clause 9.1.17c below, and
- insert a period sufficient to cover the life of the product. If that period is commercially too long, insert a reasonable period, eg. 7 or 10 years.

If the aviation products supplied have a life which does not exceed the Contract Term, then at clause 9.1.17c below, delete the words at the end of the clause highlighted in grey.

- c. clause 9.1.10 (aviation liability) shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until all work under the Contract is completed and, in respect of products liability for [INSERT PERIOD] years following completion of the work under the Contract;
- d. clause 9.1.5 (professional indemnity) shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until the earlier of:
- (i) [7/10] years following completion of the work under the Contract; or
 - (ii) [7/10] years following an earlier termination of the Contract;
- e. clause 9.1.7 (transit) shall be effected on or before the start of each conveyance and maintained until the end of each conveyance by delivery at the [site];
- f. clauses 9.1.8 (motor vehicle) shall be effected on or before the date the plant or vehicle is used in connection with the work under the Contract or on or around the GFF (whichever is the earlier) and maintained until such plant or vehicle ceases to be so used; and
- g. clause 9.1.16 (contract works) shall be effected on or before the [construction works] commence and maintained until the expiry of any [defects correction period] in relation to the [construction works] to which the insurance relates.
- 9.1.18 To the extent that the Contractor's insurances and registrations required by clause 9 of this Contract are in fact written on a claims made basis (notwithstanding any requirements of this Contract for such insurances to be written on an occurrence basis) then the Contractor shall maintain those insurances and registrations until the earlier of:
- a. [7/10] years following completion of the work under the Contract; or
 - b. [7/10] years following an earlier termination of the Contract.
- 9.1.19 With the exception of statutory insurances, the insurances referred to in this clause 9 shall:
- a. be effected with an insurer with a financial security rating of 'A-' or better by Standard & Poors (or the equivalent rating with another recognised rating agency), or an insurer approved by the Commonwealth, acting reasonably; and
 - b. provide that the insurer agrees:

- (i) to provide at least 30 days written notice of cancellation to the policyholder;
- (ii) that the policy operates (with the exception of limits of indemnity) as if there was a separate policy of insurance covering each party comprising the insured;
- (iii) that a failure by any insured to observe and fulfil the terms of the policy or to comply with the pre-contractual duty of disclosure does not prejudice the insurance of any other insured;
- (iv) that the state of mind and knowledge of one insured will not be imputed to any other insured for the purposes of determining the availability of cover under the policy;
- (v) to waive all rights of salvage in respect of property of the Commonwealth which the Commonwealth notifies to the Contractor at or before the time of loss is of a sensitive nature from a national security perspective. Where the Commonwealth obtains proceeds from the salvage sale from any such property of the Commonwealth insured under the Contractor's insurance, the insurer may deduct the actual payment of such salvage sale proceeds obtained by the Commonwealth from the amount of claim payment. Where the Commonwealth does not sell but instead reuses such property, the insurer may deduct a reasonable amount from the amount of the claim payment to reflect the value the Commonwealth has obtained from the reuse of the property. However, this clause 9.1.19b(v) only applies to the insurances referred to in the following clauses:
 - 1) clause 9.1.4 (**[INSERT EITHER 'public and products liability' OR 'products liability' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.4]**);
 - 2) clause 9.1.6 (**[INSERT EITHER 'property' OR 'Industrial Special Risks' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.6]**);
 - 3) clause 9.1.7 (transit);
 - 4) clause 9.1.9 (aircraft hull);
 - 5) clause 9.1.11 (hangarkeepers liability);
 - 6) clause 9.1.12 (marine hull); and
 - 7) clause 9.1.14 (ship builders liability);
- (vi) that a notice of a claim by any insured will be accepted as notice by all insureds; and
- (vii) that in respect of the liability insurances required by this clause 9.1 (except statutory insurances), the policies will cover the Contractor for liabilities assumed by it under the provisions of clause 10.12.

9.1.20 The Contractor shall, on request, produce evidence satisfactory to the Commonwealth Representative of the currency and terms of the insurances referred to in this clause 9, including:

- a. certificates of currency issued by the insurer or by the Contractor's insurance broker which contains sufficient detail to enable the Commonwealth to ascertain whether the insurances are in compliance with this clause 9;
- b. copies of all policies (except for statutory insurances and provided that, in relation to commercially sensitive policies only, for the purpose of complying with this clause 9.1.20b, such policies may be made available for inspection by the Commonwealth or the Commonwealth's advisers, at a place and time reasonably convenient to the Commonwealth or the Commonwealth's advisers); and
- c. other evidence of the insurances which the Commonwealth reasonably requires.

9.1.21 If the Contractor fails to comply with clause 9.1.20, the Commonwealth may, but is not obliged to, effect and maintain the relevant insurances and may:

- a. elect to recover from the Contractor under clause 13.6 the cost of effecting and maintaining the insurance; or
- b. deduct the premiums payable for the relevant insurances from amounts payable to the Contractor under the Contract.

No amount shall be owing to the Commonwealth under this clause 9.1.21 until the Commonwealth elects to recover the amount.

9.1.22 In the event the Commonwealth elects to exercise its rights under clause 9.1.21, the Contractor shall provide the Commonwealth with all reasonable assistance to allow the Commonwealth to exercise those rights, including by executing documents and providing insurance proposal information to the Commonwealth's insurance broker and proposed insurers.

9.1.23 In respect of each insurance referred to in this clause 9, the Contractor shall:

- a. pay (or cause to be paid) all premiums and deductibles as and when they are due;
- b. not do anything or fail to do anything or (insofar as it is reasonably within its power) permit anything to occur which prejudices any insurance;
- c. if necessary, rectify anything which might prejudice any insurance;
- d. reinstate an insurance policy if it lapses;
- e. not cancel, materially adversely vary or allow an insurance policy to lapse without the prior written consent of the Commonwealth;
- f. promptly notify the Commonwealth of any event (including the issue of a notice of intention to cancel by the insurer to the policyholder) which may result in an insurance policy lapsing or being cancelled;
- g. promptly inform the Commonwealth if it becomes aware of any actual, threatened or likely claims (with the exception of claims or potential claims by the Commonwealth against the Contractor) which could materially reduce the available limits of indemnity or which may involve the Commonwealth, and shall reinstate or replace any depleted aggregate limit of indemnity resulting from claims that are unrelated to the work under the Contract, if requested to do so in writing by the Commonwealth;
- h. give full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any policy or the payment of any claims under the insurance; and
- i. do everything reasonably required by the Commonwealth in order to allow the Commonwealth or any other person for whose benefit the policy is effected to claim and to collect or recover monies due under any insurance policy.

9.1.24 The Contractor shall not do anything which has been notified to the Contractor in writing by the Commonwealth that may invalidate or prejudice any insurance policy held by the Commonwealth or any indemnity to which the Commonwealth may be entitled.

Note to drafters: The following clauses 9.1.25, 9.1.26 and 9.1.27 are only appropriate to include where the term of the Contract exceeds 3 years.

9.1.25 The Commonwealth may increase or decrease the limits of indemnity required for the insurances referred to in, or change the types of insurances required by, this clause 9 at each renewal date of the relevant insurance by providing three months prior written notice to the Contractor. The Commonwealth shall only increase the limits of indemnity required for the insurances referred to in, or require additional insurances under, this clause 9 where it has obtained an opinion from a reputable insurance broker or otherwise appropriately qualified consultant that an increase is required in order to conform with current prudent insurance practice for a company with a risk profile comparable to the Contractor. The Contractor shall, within 30 days of receipt of a notice from the Commonwealth to increase or decrease the limits of indemnity required for the insurances referred to in, or change the types of insurances required by, this clause 9, submit a CCP to effect a change to the Contract.

9.1.26 If the Contractor becomes aware that a risk to be covered by an insurance policy referred to in this clause 9 has or is to become Uninsurable then:

- a. the Contractor shall promptly notify the Commonwealth together with all details available to the Contractor as to the reason why the risk is Uninsurable, steps taken by the Contractor to obtain insurance for the risk, the date on which the risk became or will become Uninsurable, and details as to what the Contractor suggests is appropriate to mitigate, manage or control the risk while it remains Uninsurable;
- b. the parties shall meet as soon as reasonably practicable, but (unless otherwise agreed in writing between the parties) no later than five Working Days after the notification in clause 9.1.26a to discuss all practical means by which the risk shall be managed (including, if the risk is material, the option of the Commonwealth providing an indemnity to the Contractor covering substantially the risks which have become Uninsurable or varying the Contract);
- c. if the parties cannot agree as to how an Uninsurable risk is to be managed then, if the Uninsurable risk is material, either party (provided that the party is adversely affected by the Uninsurable risk), acting reasonably and in good faith, may terminate the Contract by notice with the exception that the Contractor shall not terminate the Contract if the Commonwealth offers an indemnity in substitution for insurance for the Uninsurable risk and that indemnity is no less broad than the insurance held by the Contractor for that risk immediately before the risk became Uninsurable. For the avoidance of doubt, termination pursuant to this clause is not to be treated under any circumstances as the exercise of a termination right under any other provision of this Contract, even if such a right may otherwise exist;
- d. the Contractor shall, in respect of any risk that has become Uninsurable:
 - (i) monitor the insurance industry on a regular basis (and not less than twice a year) and attempt to obtain insurance for the risk which is Uninsurable;
 - (ii) provide the Commonwealth with details of attempts made by the Contractor to obtain insurance for the Uninsurable risk; and
 - (iii) as soon as it is able to do so, obtain insurance for the Uninsurable risk;
- e. the Contractor acknowledges that the Commonwealth may undertake its own enquiries as to the availability of insurance for Uninsurable risks and as to the terms and conditions, including price, on which it is available. If the Commonwealth's own enquiries show that the insurance for Uninsurable risks is available on terms and conditions that are commercially reasonable in all of the circumstances, the Contractor shall obtain that insurance without unreasonable delay; and
- f. the Contractor is relieved of its obligations under this clause 9 to effect insurance for any risk that is Uninsurable for the period that the risk remains Uninsurable.

9.1.27 For the purposes of clause 9.1.26, 'Uninsurable' means, in relation to a risk, either that:

- a. insurance required pursuant to this clause 9 is not available in the international insurance markets with insurers with a financial security rating of 'A-' or better by Standard & Poors (or the equivalent rating with another reputable rating agency); or
- b. the insurance premium for insuring that risk is at such a level or the terms and conditions are such that the risk is not generally being insured against in the international insurance market with reputable insurers by prudent corporates with a risk profile comparable to the Contractor.

Note to drafters: When using this clause for non-CASG procurements (unless otherwise approved by the ACIP Management Team) or for CASG procurements in which no tenderer with ACIP status will participate, delete clause 9.1.28 and its associated Note to tenderers.

Note to tenderers: Clause 9.1.28 will only be included if the Contractor has an ACIP and may require amendment to only apply to those insurances to be covered by the ACIP.

9.1.28 The Contractor shall be:

- a. deemed compliant with the requirements of the following clauses:
 - (i) clause 9.1.1;
 - (ii) clause 9.1.3 (workers compensation);

- (iii) clause 9.1.4 (**[INSERT EITHER 'public and products liability' OR 'products liability' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.4]**);
 - (iv) clause 9.1.5 (professional indemnity);
 - (v) clause 9.1.6 (**[INSERT EITHER 'property' OR 'Industrial Special Risks' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.6]**);
 - (vi) clause 9.1.7 (transit);
 - (vii) clause 9.1.8 (motor vehicle);
 - (viii) clause 9.1.9 (aircraft hull);
 - (ix) clause 9.1.10 (aviation liability);
 - (x) clause 9.1.11 (hangarkeepers liability);
 - (xi) clause 9.1.12 (marine hull);
 - (xii) clause 9.1.13 (marine liability);
 - (xiii) clause 9.1.14 (ship builders);
 - (xiv) clause 9.1.15 (cyber);
 - (xv) clause 9.1.16 (contract works); and
 - (xvi) clauses 9.1.17, 9.1.18 and 9.1.19; and
- b. relieved of its obligations under clauses 9.1.20 and 9.1.23,

in respect of a particular insurance listed in clause 9.1.28a for any period during which the Contractor's insurance program holds Approved Contractor Insurance Program (ACIP) status under CASG's centralised process for monitoring the compliance of contractors with contractual insurance requirements, subject to any limitations on or conditions of that approval (including whether the Contractor's ACIP status extends to that type of insurance). The Contractor shall advise the Commonwealth Representative within five Working Days if its ACIP status is withdrawn or suspended by the Commonwealth.

10 INDEMNITIES, DAMAGES, RISK AND LIABILITY

10.1 Contractor's Employees and Officers (Core)

- 10.1.1 The Contractor shall indemnify the Commonwealth and Commonwealth Officers in respect of any Loss in connection with the death, personal injury, disease or illness of any employee or officer of the Contractor in relation to the Contract.
- 10.1.2 The liability of the Contractor under clause 10.1.1 shall be reduced to the extent that the Contractor demonstrates that the Loss arose out of or as a consequence of a Commonwealth Default.
- 10.1.3 The Contractor shall release the Commonwealth and Commonwealth Officers in respect of any liability for Loss referred to in clause 10.1.1, except to the extent that the Contractor demonstrates that the Loss arose out of or as a consequence of a Commonwealth Default.

10.2 Intellectual Property and Confidentiality (Core)

- 10.2.1 The Contractor shall indemnify the Commonwealth and Commonwealth Officers in respect of any Loss in connection with a Claim by a third party in respect of the following:
 - a. an infringement or alleged infringement of the third party's IP rights (including Moral Rights) arising out of or as a consequence of:
 - (i) an activity permitted or purportedly permitted by or under a licence or assignment of IP rights under or referred to in the Contract (including in clause 5); and
 - (ii) a failure by the Contractor to grant (or ensure the grant) of a licence or assign (or ensure the assignment) of IP rights under or referred to in the Contract (including in clause 5); and

- b. breach or alleged breach of any obligation of confidentiality owed to that third party arising out of or as a consequence of any act or omission of the Contractor or Contractor Personnel.
- 10.2.2 The liability of the Contractor under clause 10.2.1 shall be reduced to the extent that the Contractor demonstrates that the Loss arose out of or as a consequence of a Commonwealth Default.
- 10.2.3 In this clause 10.2:
 'infringement' of a right includes an act or omission that would, but for the operation of section 163 of the *Patents Act 1990* (Cth), sections 96 and 96A of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth), or section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement of the right.

10.3 Other Third Party Claims (Core)

- 10.3.1 The Contractor shall indemnify the Commonwealth and Commonwealth Officers in respect of any Loss in connection with a Claim by a third party arising out of or as a consequence of a Contractor Default, including a Claim in respect of:
 - a. the death, personal injury, disease or illness of any person; or
 - b. loss of or damage to any third party property.
- 10.3.2 The liability of the Contractor under clause 10.3.1 shall be reduced to the extent that the Contractor demonstrates that the Loss arose out of or as a consequence of:
 - a. a Commonwealth Default;
 - b. an Excepted Risk; or
 - c. a breach of a general law duty or an applicable law by an Unrelated Party.

10.4 Proceedings Relating to Indemnities (Core)

- 10.4.1 If:
 - a. a Claim is brought or threatened against the Commonwealth; and
 - b. the Claim is one that is or may be the subject of an indemnity given by the Contractor under the Contract,
 the Commonwealth shall give the Contractor notice of the Claim, which shall include particulars of the Claim so far as known to the Commonwealth Representative.
- 10.4.2 The Commonwealth shall, for any proceedings relating to a Claim of the type referred to in clause 10.4.1:
 - a. keep the Contractor informed of all developments in relation to the proceedings;
 - b. conduct the proceedings in accordance with any reasonable directions of the Contractor, subject to the *Legal Services Directions 2017* and other relevant Commonwealth policies; and
 - c. not agree to a settlement in relation to the Claim without the prior consent of the Contractor, unless a failure to agree the settlement would be contrary to the *Legal Services Directions 2017* and other relevant Commonwealth policies.
- 10.4.3 The Commonwealth may, following a request from the Contractor, agree to apply for leave to withdraw from proceedings relating to a Claim. If the Commonwealth is granted leave to withdraw from the proceedings:
 - a. the Commonwealth shall withdraw from the proceedings;
 - b. the Contractor shall comply with any conditions imposed by the court in relation to the grant of such leave; and
 - c. the Contractor shall, in its own name and at its own expense, conduct the proceedings.

10.5 Other Provisions Relating to Indemnities (Core)

- 10.5.1 The Commonwealth holds the benefit of each indemnity given in favour of a Commonwealth Officer (each a 'protected person') under clauses 10.1, 10.2 or 10.3 on trust for the protected person.
- 10.5.2 The Commonwealth may recover from the Contractor an amount under an indemnity given by the Contractor under the Contract before the Commonwealth makes a payment in respect of such amount.

10.6 Liquidated Damages and Other Compensation (Optional)

- 10.6.1 The parties acknowledge that, if the Contractor fails to achieve a Milestone listed in Attachment D by the applicable Milestone Date:
- a. the Commonwealth will suffer loss and damage; and
 - b. such loss and damage will, having regard to the governmental and non-commercial nature of the Supplies and their significance to the defence of Australia, be impossible, complex or expensive to quantify accurately in financial terms,
- and therefore, the parties agree that the applicable LD Amount is:
- c. a genuine pre-estimate of the Loss that would be suffered by the Commonwealth resulting from a Contractor delay in achievement of the Milestone; and
 - d. an appropriate protection of the Commonwealth's legitimate interests in relation to the performance of the Contract.
- 10.6.2 If a Milestone listed in Attachment D is not achieved by the Milestone Date for the Milestone, the Commonwealth shall be entitled to recover from the Contractor, as liquidated damages and not as a penalty, the LD Amount for the Milestone.
- 10.6.3 No amount shall be owing to the Commonwealth under this clause 10.6 until the Commonwealth elects, in accordance with this clause 10.6, to recover the amount.
- 10.6.4 The Commonwealth may elect:
- a. to recover an LD Amount in one amount;
 - b. to recover an LD Amount in two or more amounts;
 - c. to accept compensation (instead of the LD Amount) as agreed in writing between the parties; or
 - d. to accept compensation as agreed between the parties and to recover part of the LD Amount as agreed in writing between the parties in one or more amounts.
- 10.6.5 If the Commonwealth makes an election under clause 10.6.4b or 10.6.4d in respect of a failure to achieve a Milestone, the Commonwealth may make one or more further elections in relation to the failure (up to any applicable cap on the LD Amount).
- 10.6.6 An election by the Commonwealth under this clause 10.6 in respect of a failure to achieve a Milestone shall, unless otherwise agreed in writing between the parties, be made and notified to the Contractor no later than:
- a. if an applicable cap on the LD Amount is reached before the Milestone is achieved, the end of four months after the Commonwealth receives notice from the Contractor that the cap has been reached; or
 - b. if the Milestone is achieved before the Commonwealth receives a notice under clause 10.6.6a the end of four months after the Milestone is achieved.
- 10.6.7 If the Commonwealth does not elect before the end of the period determined in accordance with clause 10.6.6 in respect of all or some of the LD Amount for a Milestone listed in Attachment D, the Commonwealth will be taken to have elected and notified the Contractor at that time to recover the whole or the balance of the LD Amount (as relevant).
- 10.6.8 Unless the Commonwealth expressly agrees otherwise, a change to a Milestone Date effected by a CCP does not affect the Commonwealth's entitlement to liquidated damages already

accrued in respect of the period from the original Milestone Date to the date when the CCP takes effect to change the Milestone Date.

- 10.6.9 If the Commonwealth elects to accept compensation instead of liquidated damages (whether in the form of further supplies or services or otherwise), the Contractor shall prepare a CCP to effect a change to the Contract and any other contract between the Commonwealth and the Contractor that may be affected.
- 10.6.10 The Commonwealth's rights under this clause 10.6 in respect of a delay in the achievement of a Milestone listed in Attachment D are the Commonwealth's only entitlement to recover compensation or damages in respect of Loss of the Commonwealth resulting from that delay. To avoid doubt, no Commonwealth rights other than to compensation or damages in respect of that delay (for example, termination rights or rights in respect of a misrepresentation) are affected.

10.7 Loss of or Damage to the Supplies (Core)

- 10.7.1 Risk in relation to any loss of, or damage to, the Supplies resides with the Contractor:
- a. until the Supplies are delivered to the Commonwealth in accordance with the Contract; and
 - b. at any time after delivery (but prior to Acceptance of the Supplies) where the Contractor retakes possession of the Supplies in accordance with the Contract.
- 10.7.2 The Contractor shall replace or reinstate any Supplies that are lost and repair any Supplies that are damaged while the risk resides with the Contractor under clause 10.7.1, except to the extent that the loss or damage to the Supplies arose out of or as a consequence of a Commonwealth Default.
- 10.7.3 The Commonwealth shall take reasonable care to prevent loss, of or damage to, Supplies that have been delivered to it in accordance with the Contract but which have not yet been Accepted.
- 10.7.4 Nothing in this clause 10.7 limits or affects the Contractor's obligations under clause 3.2, 3.3, 8.2 or 10.8.

10.8 Loss of or Damage to Commonwealth Property (Core)

- 10.8.1 The Contractor shall (and shall ensure that all Contractor Personnel) take reasonable care to prevent loss of, or damage to, Commonwealth Property in connection with:
- a. the work under the Contract; and

Option: Insert clause 10.8.1b if GFF is included in the draft Contract.

- b. the use or occupation of any GFF.

- 10.8.2 The Contractor shall be liable for any Loss incurred by the Commonwealth in connection with any loss of, or damage to:
- a. any Commonwealth Property (other than GFF) while it is:
 - (i) on any Contractor Premises; or
 - (ii) being stored or transported by or on behalf of the Contractor, a Related Body Corporate of the Contractor, or a Subcontractor; or
 - b. any GFF (other than fair wear and tear) in respect of which the Contractor or the Subcontractor is responsible for controlling physical access,
- in connection with the Contract, whether or not the loss or damage arises out of or as a consequence of a Contractor Default.
- 10.8.3 The liability of the Contractor under clause 10.8.2 shall be reduced to the extent that the Contractor demonstrates that the loss or damage arose out of or as a consequence of:
- a. a Commonwealth Default; or
 - b. an Excepted Risk.

- 10.8.4 Without limiting clause 10.8.2, the Contractor shall be liable for any Loss incurred by the Commonwealth in connection with any loss of, or damage to, Commonwealth Property arising out of or as a consequence of a Contractor Default.
- 10.8.5 The liability of the Contractor under clause 10.8.4 shall be reduced to the extent that the Contractor demonstrates that the loss or damage arose out of or as a consequence of:
- a Commonwealth Default;
 - an Excepted Risk; or
 - a breach of a general law duty or an applicable law by an Unrelated Party.
- 10.8.6 Nothing in this clause 10.8 limits or affects the Contractor's obligations under clause 3.2, 3.3, 8.2 or 10.7.

10.9 Exclusions of Certain Losses (Core)

- 10.9.1 Subject to clause 10.10.4, the Contractor is not liable to:
- pay compensation or damages under or in relation to this Contract; and
 - make a payment under an indemnity in this Contract,
- for Loss incurred by the Commonwealth resulting from:
- damage to reputation or exemplary or punitive damages incurred by the Commonwealth; or
 - diminished revenue, profits or business opportunity suffered by the Commonwealth.
- 10.9.2 The Commonwealth is not liable to pay compensation or damages under or in relation to this Contract for Loss resulting from damage to reputation or for exemplary or punitive damages incurred by the Contractor.

Option: Insert clause 10.9.3 if a GFF Licence is included in the draft Contract.

- 10.9.3 The Commonwealth has no liability to the Contractor for any Loss resulting from loss of revenue or profits or loss of business opportunity suffered or incurred by the Contractor in connection with any occupation or use of the GFF by the Contractor for a purpose that is not related to the performance of the Contract.

10.10 Liability Caps (Core)

Note to drafters: A liability risk assessment is to be undertaken by the Commonwealth in accordance with the Defence Liability Principles and the standard Defence methodology described in the Liability Risk Assessment template, both of which can be accessed at <http://drnet.defence.gov.au/casg/commercial/UndertakingProcurementinDefence/Pages/Liability-Risk-Management.aspx>. The liability risk assessment provides the basis for determining the liability caps in this clause 10.10 and the insurance requirements in clause 9.

Note to tenderers: The liability caps were determined by the Commonwealth based on a liability risk assessment conducted in accordance with the Defence Liability Principles and the standard Defence methodology described in the Liability Risk Assessment template, both of which can be accessed at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/liability-risk-management>.

- 10.10.1 The liability of the Contractor to the Commonwealth in connection with the Contract (including at general law, in negligence or in equity) in respect of the following is limited (in each case) in aggregate to the relevant Limitation Amount specified in the Details Schedule:
- loss of or damage to Defence Property (other than Supplies);
 - liquidated damages (including the value of any agreed compensation provided by the Contractor instead of an LD Amount that would otherwise be payable); and
 - loss of or damage to Supplies (including loss of use of Supplies), and Losses suffered by the Commonwealth other than those referred to in clauses 10.10.1a and 10.10.1b.

10.10.2 Each of the liability caps referred to in clause 10.10.1 is mutually exclusive and is to be applied separately.

Option: For use if an overall liability cap, as well as the individual caps in clause 10.10.1, are used.

10.10.3 In addition to clause 10.10.1, the maximum amount that the Contractor is liable to pay as compensation or damages under the Contract (including at general law, in negligence or in equity) in respect of Loss suffered by the Commonwealth of any kind, is limited in aggregate to the Overall Limitation Amount specified in the Details Schedule.

10.10.4 The liability caps in this clause 10.10 and exclusions of liability under clause 10.9 do not apply to a liability of the Contractor under or arising out of the Contract in relation to:

- a. **(third party claims)** a Claim by a third party in respect of:
 - (i) the death, personal injury, disease or illness of any person; or
 - (ii) loss of or damage to property of a third party;
- b. **(IP)** an infringement of an intellectual property right (including a Moral Right) of any person;
- c. **(confidentiality)** a breach of an obligation of confidence;
- d. **(death of or personal injury to Commonwealth Officers)** the death, personal injury, disease or illness of a Commonwealth Officer;
- e. **(non-Defence Commonwealth Property)** the loss of, or damage to, Commonwealth Property (other than Defence Property);
- f. **(Defence security)** a breach of the Contractor's obligations in relation to Defence security;
- g. **(privacy)** a breach of a written law with respect to privacy;
- h. **(criminal offences)** an act or omission of the Contractor or Contractor Personnel, where the person concerned has been convicted or found guilty of an offence comprised in the act or omission;
- i. **(Wilful Default)** a Wilful Default of the Contractor or Contractor Personnel;
- j. **(repudiation)** a repudiation of the Contract by the Contractor where the Contractor has intentionally abandoned the Contract; or
- k. **(restitution)** restitution of amounts paid under a mistake of fact or law in relation to the Contract.

10.10.5 Each paragraph of clause 10.10.4 is independent of, and its application is not affected by, any of the other paragraphs.

Note to drafters: Choose either 'clause 10.10.1' or 'clauses 10.10.1 and 10.10.3' depending on whether or not the optional clause 10.10.3 is selected.

10.10.6 The amount of a liability cap in [clause 10.10.1] [clauses 10.10.1 and 10.10.3] shall be adjusted in accordance with the formula:

$$\text{new amount} = \left(\frac{\text{most recent CPI}}{\text{Base Date CPI}} \right) \times \text{existing amount}$$

where:

'Base Date CPI' means the CPI most recently published before the Base Date;

'CPI' means the Consumer Price Index, All Groups, Weighted Average of Eight Capital Cities published by the ABS in Catalogue number 6401.0, Table 7, Series ID A2325846C or, if that Index is no longer published by the ABS, the index published by the ABS that most closely corresponds to that Index; and

'most recent CPI' means the CPI most recently published before the question whether a liability cap has been reached is determined.

10.11 Renegotiation of Liquidated Damage and Liability Cap Amounts (Core)

10.11.1 If:

- a. a party proposes a change to the Contract Price by a CCP; and
- b. the change, together with other changes to the Contract Price since this clause 10.11 was last applied, increases or decreases the Contract Price by more than the Renegotiation Threshold specified in the Details Schedule,

the parties shall negotiate in good faith, taking into account any increased risk relating to the Contract, to make amendments to the liability caps and to the LD Amounts.

Note to Drafters: If clause 10.6 is not included, drafters are to remove the words 'Liquidated Damage and' from the clause heading and remove 'and to the LD Amounts' from the end of this clause.

10.12 Proportionate Liability Laws (Core)

10.12.1 The parties agree that, to the extent permitted by law, the provisions of the Contract:

- a. are express provisions for their rights, obligations and liabilities with respect to matters to which a Proportionate Liability Law applies; and
- b. exclude, modify and restrict the provisions of a Proportionate Liability Law to the extent of their inconsistency with the Proportionate Liability Law.

11 CONTRACT MANAGEMENT**11.1 Change to the Contract (Core)**

11.1.1 Except as expressly permitted in the Contract, the Contract shall be changed only in accordance with this clause 11.1. The parties shall not be liable to each other for any additional work undertaken or expenditure incurred unless the change has been Approved under clause 11.1.5 and taken and taken effect in accordance with clause 11.1.5.

11.1.2 Either party may propose a change to the Contract. CCPs shall:

- a. be in the format set out at Annex C to Attachment I; and
- b. if the proposal is a change to the SOW, and except where otherwise directed by the Commonwealth Representative, be accompanied by an ECP in the form of DID-CM-MGT-ECP.

11.1.3 If the Commonwealth Representative proposes a change to the Contract it shall:

- a. notify the Contractor and the Contractor shall submit a CCP to the Commonwealth within 30 days after receipt of such notice or such other period as agreed in writing; or
- b. provide a CCP to the Contractor and the Contractor shall, within 30 days after receipt, notify the Commonwealth Representative of any changes it requires to the CCP.

11.1.4 Prior to the Contractor preparing a CCP, the Commonwealth may require the Contractor to provide a NTE quote for the preparation of a CCP. If the Commonwealth requests a NTE quote under this clause, the amount payable under clause 11.1.7 shall not exceed the NTE quote provided.

11.1.5 Unless otherwise agreed in writing, the Commonwealth Representative shall:

- a. within such period as specified in clause 2.3 of the SOW; or
- b. if no such period is specified, within 30 days after receipt,

either Approve the CCP or reject the CCP giving reasons for such rejection. A CCP that has been Approved takes effect when executed by both parties unless otherwise set out in the CCP.

Note to drafters: The list included in clause 11.1.6 needs to be validated against the contract and the SOW to ensure that it is both accurate and complete.

- 11.1.6 The cost of preparing the following CCPs shall be borne by the Contractor, including where the CCP is required by the Commonwealth for:
- a CCP under clauses 1.8.2, 3.7.4, 6.3.4, 6.3.9, 10.6.9 or 0;
 - a CCP under clause 2.4.6 of the SOW; and
 - any other CCP which is proposed or required to address any non-performance of the Contractor under the Contract.
- 11.1.7 Subject to clauses 11.1.4 and 11.1.6, for a CCP required by the Commonwealth, the Commonwealth shall meet the reasonable cost of preparation of the CCP whether or not the CCP is agreed by the Contractor.
- 11.1.8 The Commonwealth Representative may issue an amendment to the Contract to incorporate CCPs that have taken effect. The amendment does not affect the legal status of the CCP as determined under clause 11.1.5.

11.2 Conflicts of Interest and Other Disclosures by the Contractor (Core)

- 11.2.1 The Contractor warrants that, to the best of its knowledge after making diligent inquiries, as at the Effective Date specified in the Details Schedule no conflict of interest exists or is likely to arise in connection with the performance of its obligations under the Contract by the Contractor, an Approved Subcontractor or the employees and officers of either of them.
- 11.2.2 The Contractor shall promptly notify and fully disclose to the Commonwealth any event or occurrence actual or threatened during the performance of the Contract which may materially adversely affect the Contractor's ability to perform any of its obligations under the Contract.
- 11.2.3 Without limiting clause 11.2.2, the Contractor shall promptly notify the Commonwealth if a conflict or risk of such a conflict of interest arises.
- 11.2.4 Within five Working Days after giving notice under clause 11.2.2 or 11.2.3, the Contractor shall notify the Commonwealth of the steps the Contractor will take to resolve the issue. If the Commonwealth considers those steps are inadequate, it may direct the Contractor to resolve the issue in a manner proposed by the Commonwealth.
- 11.2.5 If the Contractor fails to notify the Commonwealth in accordance with clauses 11.2.2, 11.2.3 or 11.2.4 or fails to resolve the issue in the required manner, the Commonwealth may give the Contractor a notice of termination for default under clause 13.2.1e;
- 11.2.6 The Contractor shall include rights of the Commonwealth equivalent to those set out in this clause 11.2 in all Approved Subcontracts.

11.3 Waiver (Core)

- 11.3.1 Failure by either party to enforce a condition of the Contract shall not be construed as in any way affecting the enforceability of that term or the Contract as a whole.
- 11.3.2 The exercise of the Commonwealth's rights under the Contract does not affect any other rights of the Commonwealth under the Contract or otherwise, and does not constitute:
- an election to exercise those rights instead of other rights; or
 - a representation that the Commonwealth will not exercise other rights.

11.4 Confidential Information (Core)

Note to tenderers: Completion of Attachment N will be undertaken with the preferred tenderer(s) prior to / during negotiations for any resultant Contract. The preferred tenderer(s) will need to justify how each clause and other information that is contained or generated under any resultant Contract, which is proposed to be treated as Confidential Information, meets all four of the criteria listed in Attachment N.

- 11.4.1 Each party shall ensure that Confidential Information provided by the other party under or in connection with the Contract or identified in Attachment N is not disclosed, except to the extent that:
- the disclosure is permitted under clause 11.4.3;
 - the Confidential Information is in TD or Software and the disclosure is in connection with the exercise of the rights provided for in clause 5;
 - the Confidential Information is in the Contract Material and the disclosure is to a Commonwealth Service Provider in connection with the exercise of the rights provided for in clause 5.6.1b(i); or
 - the other party provides its prior written consent to the disclosure (and such consent may be subject to conditions).
- 11.4.2 Each party shall ensure that, before disclosing Confidential Information under clause 11.4.1b or 11.4.1c, the recipient:
- executes a confidentiality deed poll substantially in the form of Annex F of Attachment I; or
 - is otherwise subject to an obligation not to disclose the Confidential Information to any other person on terms substantially equivalent to those in Annex F of Attachment I.
- 11.4.3 Clause 11.4.1 does not apply to a disclosure of Confidential Information to the extent that the disclosure is:
- required or authorised by law;
 - necessary for the conduct of any legal proceedings arising in connection with the Contract;
 - made by the Commonwealth, a Minister or Parliament in accordance with statutory or portfolio duties or functions or for public accountability reasons, including following a request by Parliament or a parliamentary committee, or a Minister; or
 - made to any of the following persons:
 - a legal adviser, insurer, financier, auditor or accountant of a party to the extent required to enable them to perform those roles;
 - a Related Body Corporate for internal management purposes;
 - any Commonwealth Personnel who needs to know the information in order to undertake their duties or functions; and
 - an employee, officer or agent of the Contractor who needs to know the information to enable the Contractor to perform its obligations under the Contract.
- 11.4.4 The Contractor shall not, in marking information supplied to the Commonwealth, misuse the term 'Confidential Information' or equivalent terms.
- 11.4.5 Subject to clause 11.4.6, the Contractor shall deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control which contain or relate to any information that is Confidential Information of the Commonwealth on the earlier of:
- the date specified in a notice given by the Commonwealth (acting reasonably); or
 - the time the documents and other material are no longer required for the purposes of the Contract.
- 11.4.6 The Contractor may retain, and will not be required to return or destroy, any documents containing or relating to Confidential Information of the Commonwealth, where such documents are:
- retained in order to comply with any legal, professional or insurance obligations; or
 - stored in electronic backups or records that are produced in the normal course where it is not reasonably practicable to destroy such backups or records.

- 11.4.7 If the Commonwealth gives a notice under clause 11.4.5 and the Contractor has placed or is aware that documents containing the Confidential Information of the Commonwealth are beyond its possession or control, the Contractor shall provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.
- 11.4.8 Subject to clause 11.4.6 the Contractor, when directed by the Commonwealth in writing, agrees to destroy any document in its possession, power or control which contain or relate to any Confidential Information of the Commonwealth.
- 11.4.9 Return or destruction of the documents referred to in this clause 11.4 does not release the Contractor from its obligations under the Contract.

11.5 Assignment and Novation (Core)

Note to drafters: This clause only requires the Contractor to obtain the Commonwealth's consent if it proposes to novate the Contract or assign its rights to a third party.

- 11.5.1 Neither party may, without the written consent of the other, assign its rights under the Contract or novate its rights or obligations under the Contract.
- 11.5.2 If the Contractor proposes to enter into any arrangement which will require the novation of the Contract, it shall notify and seek the consent of the Commonwealth Representative within a reasonable period prior to the proposed novation.
- 11.5.3 The Commonwealth may refuse to consent to an arrangement proposed by the Contractor under clause 11.5.2.

11.6 Negation of Employment and Agency (Core)

- 11.6.1 The Contractor shall not represent itself, and shall ensure that the Contractor Personnel do not represent themselves, as being employees, partners or agents of the Commonwealth.
- 11.6.2 None of the Contractor or Contractor Personnel shall, by virtue of the Contract, be, or for any purpose be taken to be, an employee, partner or agent of the Commonwealth.

11.7 Commonwealth Access (Core)

- 11.7.1 During the performance of the Contract, the Contractor shall, subject to the Commonwealth giving five Working Days' prior notice to the Contractor, provide the Commonwealth Representative, and any person authorised by the Commonwealth Representative, with access to its premises, records and accounts for any purpose related to the Contract. However, in the event of an emergency, an accident or incident investigation, a threat to WHS or the Environment, the Commonwealth may require, and the Contractor shall provide, immediate access to the premises, records or accounts for any purpose related to such emergency, investigation or threat. The Commonwealth may copy any records or accounts for such purposes.
- 11.7.2 The Contractor shall ensure that Approved Subcontracts require Approved Subcontractors to give the Commonwealth Representative and any person authorised by the Commonwealth Representative, access to Approved Subcontractors' premises, and to records and accounts in connection with the performance of work under the Subcontract, including the right to copy. However, in the event of an emergency, an accident or incident investigation, a threat to WHS or the Environment, the Commonwealth may require, and the Contractor shall ensure that the Approved Subcontractor provides, immediate access to the premises, records or accounts for any purpose related to such emergency, investigation or threat. The Contractor shall ensure that the Commonwealth may copy any records or accounts for such purposes.
- 11.7.3 Without limiting clauses 11.7.1, 11.7.2 and 11.7.4, the Contractor acknowledges and agrees that:
- the Auditor-General has the power under the *Auditor-General Act 1997* (Cth) to conduct audits (including performance audits) of the Contractor and Subcontractors in relation to the Contract;
 - the Auditor-General may give a copy of, or an extract from, a report on an audit in relation to the Contract to any person (including a Minister) who, in the Auditor-General's opinion, has a special interest in the report or the content of the extract; and

- c. the Commonwealth Representative may authorise the Auditor-General, or member of the staff of the Australian National Audit Office, to access premises, records and accounts under clause 11.7.1 and 11.7.2.
- 11.7.4 Without limiting the generality of clause 11.7.1 and 11.7.2, the purposes for which the Commonwealth Representative or any person authorised by the Commonwealth Representative may require access include:
- a. inspecting CMCA, attending, checking or conducting stocktakes of CMCA, including viewing and assessing the Contractor's inventory control and stocktaking systems, and removing CMCA that are no longer required for the performance of the Contract;
 - b. performing Audit and Surveillance activities in relation to Quality in accordance with clause 8 of the SOW;
 - c. auditing the Contractor's compliance with the AIC Obligations and each AIC Subcontractor's compliance with the respective AIC Subcontractor Obligations, including validating progress in meeting the Approved AIC Plan or Subcontractor AIC Plans (as applicable);
 - d. investigating the reasonableness of proposed prices or costs in any CCP submitted in accordance with clause 11.1;
 - e. investigating:
 - (i) postponement costs claimed under clause 6.4;
 - (ii) Defect rectification costs claimed under clause 8.2.2; and
 - (iii) any other claims made by the Contractor under the Contract;
 - f. determining whether and to what extent steps should be taken to register or otherwise protect Commonwealth IP;
 - g. validating the Contractor's compliance with clause 5 and the TDSR Schedule;
 - h. auditing raw data, Software Design Data, Software, and Source Code for the purpose of validating the Contractor's performance under the Contract;

Option: For when an EVMS is used.

- i. performing reviews of the EVMS in accordance with clause 3.2.4 of the SOW;
 - j. without being under any obligation to do so, monitoring the Contractor's compliance with any applicable laws or Approved plans in connection with the protection of WHS or the Environment, including the development and implementation of any systems, policies or procedures related to WHS and environmental compliance as required under the Contract;
 - k. assessing the financial viability of the Contractor to perform and complete the Contract; and
 - l. monitoring and assessing compliance with the Commonwealth Supplier Code of Conduct in accordance with clause 12.10.1.
- 11.7.5 The Contractor shall permit the Commonwealth to, and shall facilitate the Commonwealth being able to, exercise its rights in this clause 11.7 to access Related Bodies' Corporate records (including subsidiary and parent company records) relating to transfer pricing, cross-subsidisation with Related Bodies Corporate and the allocation of overheads between the Contractor and the Related Bodies Corporate in connection with any investigation, audit or review referred to in clause 11.7.4.

Note to drafters: When significant Software management activities may be performed by Approved Subcontractors, the project should consider including a tripartite deed (ideally in the RFT or otherwise in the draft Contract for negotiation) to capture the obligations in clause 11.7.4h and 11.7.2 (as an annex to Attachment I to the Contract) within the context of a direct relationship between the Contractor, Approved Subcontractor and Commonwealth. An additional clause would need to be included in clause 11.7 requiring the Contractor to obtain and provide to the

Commonwealth an executed deed substantially in accordance with the relevant annex to Attachment I from all Approved Subcontractors performing Software management activities.

- 11.7.6 The Commonwealth shall comply with, and shall require any delegate or person authorised by the Commonwealth Representative to comply with, any reasonable Contractor or Approved Subcontractor safety and security requirements or codes of behaviour for the premises.

11.8 Contractor Access (Core)

- 11.8.1 The Commonwealth shall, during the period of the Contract, provide access to any Commonwealth Premises for persons Approved under this clause 11.8 as necessary for the Contractor's performance of the Contract.
- 11.8.2 Subject to clause 3.8 and unless otherwise agreed in writing, the Contractor shall seek written permission from the Commonwealth Representative, at least five Working Days prior to entry being required, for each person the Contractor wishes to have access to Commonwealth Premises.
- 11.8.3 The Commonwealth Representative may grant or refuse to grant a person access to the Commonwealth Premises. If access to any person specified by the Contractor is refused, the Contractor may request access for another person if necessary for the performance of the Contract.
- 11.8.4 The Commonwealth Representative may by notice to the Contractor withdraw access rights to Commonwealth Premises at any time for any period.
- 11.8.5 The Contractor shall comply with, and require persons afforded access under this clause 11.8 to comply with, any relevant Commonwealth safety and security requirements, regulations, standing orders, or codes of behaviour for the Commonwealth Premises.
- 11.8.6 The Commonwealth Representative may notify the Contractor of, and the Contractor shall comply with, any special security or access provisions that apply to a particular Commonwealth Premises relevant to the Contract.

Option: For when the Contractor is to be given a GFF Licence.

- 11.8.7 This clause 11.8 does not apply in relation to the GFF.

11.9 Subcontracts (Core)

- 11.9.1 The Contractor shall not Subcontract the whole of the work under the Contract.
- 11.9.2 The Contractor may, but shall not be required to, Subcontract with one or more of the Approved Subcontractors.

Note to drafters: Exceptions identified in accordance with clause 11.9.3 may be defined in terms of specific Subcontractors, classes of Subcontractors, or levels in the WBS, etc. For instance, SMEs who become relevant only because they perform installation services might be exempted from requirements that are not in any way relevant to their Subcontract, such as measurement activities pertaining to Software management.

- 11.9.3 The Contractor shall not Subcontract work under the Contract to a Subcontractor if:
- a. the total value of all work with the Subcontractor is expected to exceed the Approved Subcontractor Threshold specified in the Details Schedule; or
 - b. the work involves:
 - (i) design and development activities;
 - (ii) modification of systems or equipment, such as Deviations;
 - (iii) systems installation or integration; or
 - (iv) **[INSERT OTHER SPECIFIC TYPE OF WORK OR TASK(S) TO BE PERFORMED];**
 - c. the work involves bringing in or creating IP in significant items of TD or Software; or

Note to drafters: If the requirement for one or more Defence-Required Australian Industrial Capabilities (DRAICs) is to be incorporated into the Contract (eg, in Attachment F), the following clause 11.9.3d should be replaced with the equivalent clause from ASDEFCON (Strategic Materiel).

- d. the Subcontract is expected to exceed the Approved Subcontractor Threshold and the work involves establishing, enhancing or maintaining an Industrial Capability within an Australian Entity that is, or forms part of, an ANZ Industry Capability (identified as a required activity under clause 3.2 of Attachment F), including:
 - (i) transfer of technology, TD, IP rights, knowhow and/or know-why to an Australian Entity for the purposes of creating or enhancing an Industrial Capability in Australia or New Zealand;
 - (ii) providing work to an Australian Entity that materially supports the maintenance of an Industrial Capability in Australia or New Zealand; and/or
 - (iii) where the Approved Subcontractor is establishing, enhancing or maintaining an Industrial Capability within itself,

unless that Subcontractor is an Approved Subcontractor or unless otherwise Approved by the Commonwealth in writing pursuant to clause 11.9.5.

Note to drafters: Clause 11.9.4 sets out the criteria for when an Approved Subcontractor is also required to be an AIC Subcontractor, which includes the development of Industry Capability under clause 11.9.3d. Clause 11.9.4c recognises that, even when there are no Industry Capability considerations, there is greater scope to pursue the AIC Objectives as the percentage of ACE for an Approved Subcontractor increases. As such, drafters need to insert a threshold ACE percentage that, in the context of the Approved Subcontractor Threshold and the nature and scope of the contract, will facilitate the pursuit of the AIC Objectives. Refer to the AIC Guide for ASDEFCON for further guidance on this issue.

11.9.4 If:

- a. an Approved Subcontractor performs work referred to in clause 11.9.3d;
- b. an Approved Subcontractor is undertaking procurement of systems or equipment for which Industrial Capabilities need to be established in an Australian Entity to support achieving Sovereignty for the Mission System; or
- c. the percentage of ACE for an Approved Subcontract is expected to be equal to or greater than [... **INSERT EG, 30%** ...] of the Approved Subcontract price,

that Approved Subcontractor shall also be an AIC Subcontractor.

11.9.5 Where clause 11.9.3 or clause 11.9.4 applies in respect of a Subcontractor, the Contractor may seek the Commonwealth's Approval by written request to the Commonwealth Representative (such request to include a detailed justification) for the relevant Subcontractor not to be treated as an:

- a. Approved Subcontractor for the purposes of the Contract;
- b. AIC Subcontractor for the purposes of the Contract; and/or
- c. Approved Subcontractor or an AIC Subcontractor for the purposes of the application of specific provisions of the Contract.

11.9.6 The Contractor may request the inclusion of additional Approved Subcontractors in Attachment H by submitting a CCP in accordance with clause 11.1. The CCP shall include full particulars of the work to be Subcontracted, the name and address of each proposed Subcontractor and any other information about the Subcontractor required by the Commonwealth Representative.

11.9.7 The Commonwealth Representative shall Approve or reject the CCP in accordance with clause 11.1.6. The Commonwealth Representative's Approval shall not be unreasonably withheld.

11.9.8 None of the following reduce or limit the Contractor's obligations or liabilities under or in relation to the Contract:

- a. the Contractor's subcontracting any part of the work under the Contract;
 - b. the Commonwealth's Approval of a Subcontractor or a Subcontract; or
 - c. an act or omission of Contractor Personnel,
- and the Contractor shall be responsible for all Subcontractors.
- 11.9.9 The Contractor shall not enter into a Subcontract if the terms of the Subcontract will result in the Contractor not complying with a requirement in clause 5, unless the Contractor has complied with clause 5.10.3b.
- 11.9.10 If a Subcontract is terminated, repudiated or rescinded, whether in relation to its terms or as a result of any legislation relating to bankruptcy, liquidation or official management, the Contractor shall promptly notify the Commonwealth Representative and shall complete the work under the Contract either itself or by engaging another Subcontractor.
- 11.9.11 The Contractor acknowledges and shall inform its Subcontractors that the Commonwealth may be required to publicly disclose the Subcontractors' participation in the performance of the Contract. If requested by the Commonwealth Representative, the Contractor shall provide the Commonwealth Representative with names of Subcontractors and copies of Subcontracts (which need not contain prices) for this purpose.
- 11.9.12 The Contractor shall not enter into a Subcontract with a proposed Subcontractor named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).
- 11.9.13 The Contractor shall obtain and provide to the Commonwealth an Approved Subcontractor Deed duly executed by a relevant Approved Subcontractor before any goods or services are provided by that Approved Subcontractor and no later than 20 Working Days after executing the relevant Subcontract.
- 11.9.14 For the purposes of clause 11.9.13, "a relevant Approved Subcontractor" means:
- a. an Approved Subcontractor who performs work referred to in clause 11.9.3c;
 - b. an AIC Subcontractor; and
 - c. an Approved Subcontractor identified in Attachment H as being required to provide an Approved Subcontractor Deed to the Commonwealth.

Note to drafters: *These clauses 11.9.15 to 11.9.18 must be included in the draft RFT in accordance with the Payment Times Procurement Connected Policy (PT PCP) if the procurement will be valued at over \$4 million (inc GST). If the value of the procurement is not known, it should be assumed for the purposes of the PT PCP, that the procurement is valued above \$4 million (inc GST), unless it is reasonable to assume otherwise.*

It is not mandatory to include this clause if any of the limitations at 2.1 of the PT PCP apply. For example, this clause is not required to be included if the procurement is exempt from Division 2 of the CPRs under paragraph 2.6 of the CPRs (i.e. a Defence Exempt Procurement).

Note to tenderers: *The Payment Times Procurement Connected Policy (PT PCP) imposes obligations on large businesses who enter into a contract with the Commonwealth to pay invoices under their new Subcontracts (up to \$1 million (inc GST)) within 20 days. Late payments of invoices in scope will incur interest. Further information about the Payment Times Procurement Connected Policy is available from the Department of Treasury at <https://treasury.gov.au/small-business/payment-times-procurement-connected-policy>. The PT PCP complements the Government Supplier Pay on Time or Pay Interest Policy.*

The following clauses will be included in the Contract if:

- **the Tenderer is a Reporting Entity as at the date of its tender response; and**
- **the value of the Contract is above \$4 million (inc GST) as at contract execution.**

- 11.9.15 The Contractor shall comply with the Payment Times Procurement Connected Policy (PT PCP), including the obligation to provide and comply with a PT PCP Remediation Plan (as defined in the PT PCP) when required to do so by the PT PCP Policy Team.

- 11.9.16 If the Contractor enters into a PT PCP Subcontract, the Contractor shall include in that subcontract:
- a. a requirement for the Contractor to pay the PT PCP Subcontractor:
 - (i) within 20 days after the acknowledgement of the satisfactory delivery of the goods or services and receipt of a Correctly Rendered Invoice, provided that this does not affect any other obligation to comply with applicable legislation that provides for a shorter payment period; and
 - (ii) subject to clause 11.9.18, for payments made by the Contractor after the payment is due, the unpaid amount plus interest on the unpaid amount calculated in accordance with the formula for late payments at clause 7.10 ;
 - b. a statement that the PT PCP applies to that subcontract;
 - c. a statement that the subcontractor may make a complaint to the PT PCP Policy Team in accordance with the PT PCP if there has been non-compliance with the requirements of this clause 11.9.16;
 - d. a statement that the Contractor must respond to any complaint of non-compliance made by the subcontractor under clause 11.9.16c;
 - e. a statement that, if requested by the PT PCP Policy Team, the Contractor must complete a questionnaire in the form of Appendix C to the PT PCP.
- 11.9.17 If the Contractor enters into a Reporting Entity Subcontract, the Contractor shall use reasonable endeavours to include in that subcontract:
- a. obligations equivalent to those in clause 11.9.16; and
 - b. a requirement that if the Reporting Entity Subcontractor in turn enters into a Reporting Entity Subcontract, then that subcontract shall include:
 - (i) obligations equivalent to those in clause 11.9.16; and
 - (ii) obligations equivalent to this clause 11.9.17b (such that the obligations in this clause 11.9.17b are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).
- 11.9.18 The Contractor is not required to pay interest in accordance with clause 11.9.16a(ii) if either:
- a. the Commonwealth has failed to pay the Contractor in accordance with the timeframes and requirements under this Contract; or
 - b. the amount of the interest that would otherwise be payable is less than \$100 (inc GST).
- 11.9.19 If the Contractor agrees that if it is the subject of a complaint in relation to its compliance with clauses 11.9.15 to 11.9.19, or the associated payment provisions of a PT PCP Subcontract, the Contractor shall:
- a. not take any prejudicial action against the complainant due to the complaint or any investigation or inquiry in relation to the complaint; and
 - b. co-operate in good faith with the PT PCP Policy Team in connection with any investigation or inquiry and any attempt to resolve the complaint.

11.10 Defence Security (Core)

Note to drafters: Where the procurement involves weapons or explosive ordnance, drafters must obtain the DSVS's approval for the security-related aspects of the request documentation prior to release.

- 11.10.1 If the Contractor or Contractor Personnel require access to any Commonwealth Premises under the control or responsibility of Defence, the Contractor shall:
- a. comply with any security requirements (including those contained in the DSPF) notified to the Contractor by the Commonwealth Representative from time to time; and
 - b. ensure that Contractor Personnel are aware of and comply with the Commonwealth's security requirements.

11.10.2 The Contractor shall:

- a. ensure that Contractor Personnel undertake any security checks, clearances or accreditations as required by the Commonwealth;
- b. promptly notify the Commonwealth of any changes to circumstances which may affect the Contractor's capacity to provide the Supplies in accordance with the Commonwealth's security requirements; and
- c. provide a written undertaking in respect of security or access to the Commonwealth Premises in the form required by the Commonwealth.

Note to drafters: For further information on personnel security clearances and types of accreditation, refer to Principles 23, 73 and 40 of the DSPF. Facility accreditations will be required for certain Business Impact Levels. For information on the types of Business Impact Levels and required accreditations, refer to the Australian Government's Protective Security Principles Framework at:

<https://www.protectivesecurity.gov.au/physical/physical-security-entity-resources/Pages/default.aspx> or contact the relevant Regional DSVS Office.

Where the procurement involves complex security arrangements or a range of personnel security clearances, details should be set out in the Security Classification and Categorisation Guide at Attachment J. In this event, reference to that attachment should be made in the relevant section of the Details Schedule.

Note to tenderers: For information on security classification, and required facility accreditations refer to the Security Classification and Categorisation Guide (SCCG) at Attachment J (if applicable), Principles 10 and 73 of the DSPF, and the Australian Government's Protective Security Principles Framework Business Impact Levels Guidelines at:

- <https://www.protectivesecurity.gov.au/physical/physical-security-entity-resources/Pages/default.aspx>.

11.10.3 The security classification of the information and assets accessible to the Contractor and work to be performed under the Contract will be up to and including the level specified in the Details Schedule. The Contractor shall:

- a. comply with the classification and protection of official information requirements of Principle 10 of the DSPF; and
- b. ensure that all required personnel (if any) possess a personnel security clearance at the level specified in the Details Schedule, and comply with the requirements and procedures of Principle 40 of the DSPF.

Note to drafters: DISP membership in accordance with Control 16.1 of the DSPF is required in various circumstances, including but not limited to where:

- a contractor is working on classified information or assets, storing or transporting Defence weapons or explosive ordnance, providing security services for Defence bases and facilities;
- the procurement involves weapons or explosive ordnance; or
- as a result of a Defence business requirement. DISP memberships is required.

For further assistance and guidance in relation to determining whether DISP membership is required, refer to DISP Factsheet here:

<http://drnet/casg/commercial/CommercialPolicyFramework/Pages/Factsheets-and-Guidance.aspx>

Note to tenderers: For information on the DISP (and equivalent international agreements or arrangements for overseas tenderers) refer to Control 16.1 of the DSPF. For access to the DSPF tenderers should contact the Contact Officer listed in the Tender Details Schedule.

Option A: If the Contractor will require DISP membership in accordance with Control 16.1 of the DSPF.

- 11.10.4 The Contractor shall obtain and maintain all elements of DISP membership at the levels specified in the Details Schedule (or an equivalent international agreement or arrangement) in accordance with Control 16.1 of the DSPF for the purposes of the Contract.

Option B: If the Contractor will not require DISP membership in accordance with Control 16.1 of the DSPF.

- 11.10.5 The Contractor is not required to hold DISP membership within the meaning of Control 16.1 of the DSPF for the purposes of the Contract.

Note to drafters: Where work to be performed overseas will involve security classified information and/or assets, the following option is to be included. Otherwise the option should be deleted.

If, at the time of drafting, it is not clear that this clause will be required, the option is to be included in the draft Contract. Otherwise, the option should be deleted.

Note to tenderers: If the tenderer proposes to perform work at an overseas location and that work involves information and/or assets that is subject to a security classification, and that aspect proposal is agreed in any resultant contract, the following clauses will be included.

Option: If work is to be performed overseas and will involve security classified information and/or equipment (as identified in the Details Schedule).

- 11.10.6 Where work under the Contract is performed overseas, the Contractor shall hold a Facility Security Clearance at the relevant level verified by DS&VS through a bilateral security instrument in accordance with Principle 16 of the DSPF.

Option: For when the procurement involves classified information or security-protected assets (as identified in the Details Schedule).

- 11.10.7 The Contractor shall classify all information in its possession relating to the performance of the Contract according to the Security Classification and Categorisation Guide at Attachment J and shall ensure that such information is safeguarded and protected according to its level of security classification.

11.10.8 With respect to security classified information, the Contractor shall:

- a. ensure that no security classified information furnished or generated under the Contract shall be released to a third party, including a representative of another country, without prior written approval of the originator through the Commonwealth Representative;
- b. promptly report to the Commonwealth Representative any security incident, as defined by the DSPF, including instances in which it is known or suspected that security classified information furnished or generated under the Contract has been lost or disclosed to unauthorised parties, including a representative of another country; and
- c. ensure that all security classified information transmitted between the parties or a party and a Subcontractor, in Australia, whether generated in Australia or overseas, shall be subject to the terms of Principle 71 of the DSPF.

Note to drafters: If, at the time of drafting, it is not clear that COMSEC material will be required to be transmitted within Australia, the following option is to be included in the draft Contract. Otherwise, the option should be deleted.

Option: For when COMSEC material is transmitted in Australia (as identified in the Details Schedule).

11.10.9 Where COMSEC material is transmitted in Australia, the Contractor shall ensure that:

- a. without limiting clause 11.10.8c, all COMSEC material transmitted between the parties or a party and a Subcontractor in Australia shall be subject to the special security provisions of Principle 13 of the DSPF; and
- b. all security classified information transmitted between the parties or a party and a Subcontractor located overseas whether generated in Australia or by another country shall be subject to the laws of the overseas country regarding the custody and protection of security classified information and to any bilateral security instrument between Australia and the overseas country.

Note to drafters: If, at the time of drafting, it is not clear that COMSEC material will be required to be transmitted overseas, the following option is to be included in the draft Contract. Otherwise, the option should be deleted.

Option: For when COMSEC material is transmitted overseas.

11.10.10 Where COMSEC material is transmitted overseas, the Contractor shall ensure that:

- a. all COMSEC material transmitted between the parties or a party and Subcontractor located overseas shall be subject to approval in the first instance by the Director ASD, in respect of Australian COMSEC material, and by the respective COMSEC authorities in other countries in respect of COMSEC material originating from those countries; and
- b. once approved for release, the material shall be subject to the laws of the overseas country regarding the custody and protection of COMSEC material as determined by the Director ASD and to any bilateral security instrument between Australia and the overseas country.

11.10.11 If there has been a breach by the Contractor or Contractor Personnel of this clause 11.10, the Commonwealth Representative may give the Contractor a notice of termination for default under clause 13.2.1e.

11.10.12 The Contractor shall ensure the requirements of clause 11.10 are included in all Subcontracts where the Subcontractor requires access to any Commonwealth Premises, or to any security classified information or assets, in order to perform the obligations of the Subcontract.

11.11 Post Defence Separation Employment (Core)

11.11.1 Except with the prior written Approval of the Commonwealth Representative, the Contractor shall not permit (and shall ensure that each Approved Subcontractor does not permit) any Defence Personnel or Defence Service Provider who, at any time during the preceding 12 month period was engaged or involved in:

- a. the preparation or management of the Contract;
- b. the assessment or selection of the Contractor; or
- c. the planning or performance of the procurement or any activity relevant or related to the Contract,

to perform, contribute to or advise on the performance of the Contract (or Approved Subcontract).

11.11.2 To avoid doubt, the 12 month period referred to in clause 11.11.1 applies from the date which is 12 months before the date on which the Contractor (or Approved Subcontractor) proposes that the person start performing or contributing to the performance of the Contract (or Approved Subcontract).

- 11.11.3 The Commonwealth Representative shall not unreasonably withhold Approval of a person under clause 11.11.1 and, in making a decision, shall consider:
- the character and duration of the engagement, services or work that was performed by the person during the relevant 12 month period;
 - any information provided by the Contractor about the character and duration of the services proposed to be performed by the person under the Contract (or Approved Subcontract);
 - the potential for real or perceived conflicts of interest or probity concerns to arise if the person performs or contributes to the performance of the Contract (or Approved Subcontract) in the manner proposed under 11.11.3b, and the arrangements which the Contractor (or Approved Subcontractor) proposes to put in place to manage or reduce those conflicts of interest or probity concerns;
 - any information provided by the Contractor concerning any significant effect that withholding Approval will have on the person's employment or remuneration opportunities or the performance of the Contract (or Approved Subcontract); and
 - the policy requirements set out in DI ADMINPOL Annex C AG5 and *Integrity Policy Manual*, as applicable.
- 11.11.4 The Contractor shall include rights of the Commonwealth equivalent to those contained in clause 11.11 in all Approved Subcontracts.

11.12 Change of Control of the Contractor or the Guarantor (Core)

- 11.12.1 Subject to clause 11.12.2, the Contractor shall seek the Commonwealth Representative's prior written consent to any proposed Change of Control by providing notice to the Commonwealth at least 15 Working Days before the proposed Change of Control is to occur.
- 11.12.2 If a Change of Control occurs as a result of a transfer of shares or other interests listed on a recognised stock exchange and the consent of the Commonwealth Representative could not have been obtained in accordance with clause 11.12.1, the Contractor shall seek that consent by providing notice to the Commonwealth within five Working Days after the Change of Control.
- 11.12.3 In any notice given to the Commonwealth seeking consent to a Change of Control, the Contractor shall include the following details:
- the ownership and management arrangements of the Contractor or the Guarantor that were in place immediately before the change or, if the change has yet to occur, that were in place at the time the Contractor became aware of the prospective change;
 - the ownership and management arrangements of the Contractor or the Guarantor that have been or will be put in place as a consequence of the change or, if the change has yet to occur, that the Contractor reasonably expects to be put in place if the change occurs;
 - the impact (if any) that the change has had on the Contractor's or the Guarantor's ability to meet its obligations under the Contract or, if the change has yet to occur, that the Contractor reasonably expects the change to have on that ability; and
 - the steps the Contractor has taken or proposes to take to minimise the impact of the change or prospective change.
- 11.12.4 If there is a Change of Control and the Commonwealth Representative does not consent to the Change of Control, then the Commonwealth may:
- give the Contractor a notice of termination under clause 13.2.1e; or
 - agree not to give the Contractor a notice of termination under clause 13.2.1e, subject to the Contractor providing further information, giving specified undertakings, or executing further agreements (including a CCP), as may be required by the Commonwealth.
- 11.12.5 Nothing in this clause 11.12 requires the Contractor or the Guarantor to act in a manner inconsistent with its obligations under the *Corporations Act 2001* (Cth) or equivalent laws and regulations in a foreign jurisdiction.

12 POLICY AND LAW**12.1 Governing Law (Core)**

- 12.1.1 The laws of the State or Territory specified in the Details Schedule shall apply to the Contract. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of the Contract.
- 12.1.2 The *United Nations Convention on Contracts for the International Sale of Goods* shall not apply to the Contract.

12.2 Compliance With Laws (Core)

- 12.2.1 The Contractor shall, in the performance of the Contract, comply with and ensure that Contractor Personnel comply with, the laws from time to time in force in the State, Territory, or other jurisdictions (including overseas) in which any part of the Contract is to be carried out.
- 12.2.2 The Contractor shall provide to the Commonwealth Representative within 10 Working Days after a request by the Commonwealth written confirmation that, to the best of the Contractor's knowledge and based on reasonable enquiries undertaken by the Contractor and Contractor Personnel are compliant with all laws (including foreign anti-corruption legislation) regarding the offering of unlawful inducements whether in Australia or otherwise in connection with the performance of the Contract and the Subcontracts.
- 12.2.3 The Contractor:
- a. shall take all reasonable measures to prevent, detect and investigate any fraud that may occur, is occurring or has occurred under the Contract or any Subcontract; and
 - b. acknowledges and agrees that its obligation in clause 12.2.3a extends to taking all reasonable measures to prevent, detect and investigate any fraud which has or may be committed by Contractor Personnel.
- 12.2.4 If the Contractor knows that any fraud is occurring or has occurred, it shall, as soon as practicable, provide written details to the Commonwealth, and provide such further information and assistance as the Commonwealth, or any person authorised by the Commonwealth, reasonably requires in relation to the fraud.

12.3 Policy Requirements (Core)

Note to drafters: Prior to RFT release and prior to the execution of any resultant Contract, the Glossary should be updated to reflect the version of the following documents and policies current at the time of RFT release and signature of any resultant Contract, as applicable.

If there are other Commonwealth or Defence policies relevant to the procurement activity that are not otherwise referenced in the draft Contract, they can be listed below.

- 12.3.1 Subject to clause 12.3.2, the Contractor shall comply with, and shall ensure that Contractor Personnel comply with, the following Commonwealth policies of general application relevant or applicable to the Contract:
- a. DI and in particular:
 - (i) Administration and Governance Provision 4 AG4 – Incident reporting and management and the Incident Reporting and Management Manual;
 - (ii) Administration and Governance Provision 5, AG5 – Conflicts of interest and declarations of interest and the Integrity Policy Manual; and
 - (iii) People Provision 7, PPL 7 – Required behaviours in Defence and Chapter 3 of the Complaints and Alternative Resolutions Manual;
 - b. Financial Policy Gifts and Benefits;
 - c. Financial Policy Sponsorship;
 - d. Australian Defence Force alcohol policy as detailed in MILPERSMAN Part 4 Chapter 1;
 - e. Public Interest Disclosure policy as detailed at:
<https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>; and

f. **[DRAFTERS TO INSERT ANY OTHER RELEVANT COMMONWEALTH AND DEFENCE POLICIES THAT REGULATE DELIVERY OF THE SUPPLIES].**

- 12.3.2 Notwithstanding clause 1.6, if the SOW is inconsistent with a policy referred to in clause 12.3.1, the Contractor shall comply with the SOW to the extent of the inconsistency and provided that compliance with the SOW does not result in a breach of any laws.

Option: For when a procurement is at or above the relevant procurement threshold, and does not meet the exemptions set out at Appendix A to the CPRs.

Note to drafters: If the procurement is specifically exempt from the additional rules detailed in Division 2 of the CPRs as a result of a Defence specific exemption (a list of Defence specific exemptions is found in the factsheet 'Exemptions from Division 2 of the Commonwealth Procurement Rules' which is available here:

<http://drnet/casq/commercial/CommercialPolicyFramework/Pages/Factsheets-and-Guidance.aspx>.

The procurement will still be subject to the Workplace Gender Equality Procurement Principles and the following clauses must be used.

Note to tenderers: These clauses 12.3.3 and 12.3.4 apply only to the extent that the tenderer has identified itself as a Relevant Employer for the purposes of the Workplace Gender Equality Procurement Principles. The Workplace Gender Equality Procurement Principles will only apply to overseas based contractors to the extent that they have 100 or more employees in Australia.

- 12.3.3 The Contractor shall comply with its obligations under the *Workplace Gender Equality Act 2012* (Cth) (WGE Act).

- 12.3.4 If the Contractor becomes non-compliant with the WGE Act during the period of the Contract, the Contractor shall notify the Commonwealth Representative.

Option: For when a procurement is subject to the Shadow Economy Procurement Connected Policy.

Note to drafters: A procurement will be subject to the Shadow Economy Procurement Connected Policy where the procurement is conducted by open tender, subject to the CPRs and is valued at over \$4 million (inc GST).

Note to tenderers: The Shadow Economy Procurement Connected Policy imposes obligations on the Commonwealth to obtain from contractors satisfactory and valid STRs and to require contractors to obtain and hold STRs in respect of certain Subcontractors. Further information about the requirements arising under the Shadow Economy Procurement Connected Policy is available from the Department of Treasury at:

<https://treasury.gov.au/publication/p2019-t369466>.

The Contractor will be required to obtain and hold copies of satisfactory and valid STRs for any Subcontractors that the Contractor directly engages (i.e. first tier Subcontractors) where the contract value will be over \$4 million (inc GST). Any STRs obtained from these Subcontractors must be provided to the Commonwealth upon request.

- 12.3.5 The Contractor shall not enter into a Subcontract with a proposed direct Subcontractor (or agree to a novation of a direct Subcontract) if the total value of all work under the Subcontract is expected to exceed \$4 million (inc GST), unless the Contractor has obtained and holds any the following STRs, as applicable to the proposed direct Subcontractor:

If the proposed Subcontractor to enter into the Subcontract is:	STRs required:
(a)	(b)
a. a body corporate or natural person;	a satisfactory and valid STR in respect of that body corporate or person;

	b. a partner acting for and on behalf of a partnership;	a satisfactory and valid STR: (i) on behalf of the partnership; and (ii) in respect of each partner in the partnership that will be directly involved in the delivery of the Subcontract;
	c. a trustee acting in its capacity as trustee of a trust;	a satisfactory and valid STR in respect of the: (i) trustee; and (ii) the trust;
	d. a joint venture participant;	a satisfactory and valid STR in respect of: (i) each participant in the joint venture; and (ii) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator;
	e. a member of a Consolidated Group;	a satisfactory and valid STR in respect of: (i) the relevant member of the Consolidated Group; and (ii) the head company in the Consolidated Group;
	f. a member of a GST Group;	a satisfactory and valid STR in respect of the: (i) the GST Group member; and (ii) the GST Group representative.
12.3.6	The Contractor shall obtain and hold additional STRs in the following circumstances within 10 Working Days of the Contractor becoming aware of the circumstances arising:	
	If the Contractor or Subcontractor is:	Additional STRs required:
	(a)	(b)
	a. a partner acting for and on behalf of a partnership;	a satisfactory and valid STR in respect of any additional partner that becomes directly involved in the delivery of the Contract or Subcontract (as applicable);
	b. a trustee acting in its capacity as trustee of a trust;	a satisfactory and valid STR in respect of any new trustee appointed to the trust;
	c. a joint venture participant;	a satisfactory and valid STR in respect of: (i) any new participant in the joint venture; and (ii) any new joint venture operator if the new operator is not already a participant in the joint venture;

	d. a member of a Consolidated Group;	a satisfactory and valid STR in respect of any new head company of the Consolidated Group; and
	e. a member of a GST Group;	a satisfactory and valid STR in respect of any new representative for the GST Group.
12.3.7	The Contractor shall provide the Commonwealth with copies of the STRs referred to in clause 12.3.5 or 12.3.6 within 5 Working Days after a written request by the Commonwealth.	
12.3.8	For the purposes of the Contract, an STR is taken to be:	
	a.	satisfactory if the STR states that the entity has met the conditions, as set out in the Shadow Economy Procurement Connected Policy, of having a satisfactory engagement with the Australian tax system; and
	b.	valid if the STR has not expired as at the date on which the STR is required to be held.

12.4 Work Health and Safety (Core)

12.4.1 The Commonwealth and the Contractor:

- a. shall, where applicable, comply with, and the Contractor shall ensure that all Subcontractors comply with, the obligation under the WHS Legislation to, so far as is reasonably practicable, consult, co-operate and co-ordinate activities with the Commonwealth, the Contractor or the Subcontractors (as the case may be) and any other person who, concurrently with the Commonwealth, the Contractor or the Subcontractor (as the case may be), has a WHS duty under the WHS Legislation in relation to the same matter; and
- b. acknowledge that they have a duty under the applicable WHS Legislation to ensure, so far as is reasonably practicable, the health and safety of:
 - (i) Commonwealth Personnel;
 - (ii) Contractor Personnel; and
 - (iii) other persons,
 in connection with the Supplies or work performed under the Contract.

12.4.2 Without limiting the application of the WHS Legislation, the Contractor acknowledges that to the extent that any Commonwealth Personnel:

- a. are located on Contractor Premises in relation to the Contract; and
- b. whose activities in carrying out work in relation to the Contract are influenced or directed by the Contractor,

such Commonwealth Personnel will be taken to be workers for the purposes of the applicable WHS Legislation.

12.4.3 The Contractor represents and warrants that:

- a. it has given careful, prudent and comprehensive consideration to the WHS implications of the work to be performed by it under the Contract; and
- b. the proposed method of performance of that work complies with, and includes a system for identifying and managing WHS risks which complies with, all applicable legislation relating to WHS including the WHS Legislation.

12.4.4 The Contractor shall:

- a. provide the Supplies in such a way that the Commonwealth and Commonwealth Personnel are able to undertake any roles or obligations in connection with the Supplies (such as in relation to testing or auditing); and

- b. ensure that the Commonwealth and Commonwealth Personnel are able to make full use of the Supplies for the purposes referred to in clause 3.3.1, and to maintain, support and develop the Supplies,

without the Commonwealth or Commonwealth Personnel contravening any legislation relating to WHS including the WHS Legislation, any applicable standards relating to WHS or any policy relating to WHS identified in the Contract.

- 12.4.5 Without limiting the application of the WHS Legislation (and subject to any relevant foreign government restrictions), the Contractor shall, in connection with or related to the Supplies or the work performed under the Contract, provide, and shall:

- a. ensure that an Approved Subcontractor provides;
- b. and use its reasonable endeavours to ensure that any other Subcontractor engaged in any Prescribed Activities provides in respect of those Prescribed Activities,

to the Commonwealth Representative:

- c. within 10 Working Days (or another period agreed in writing by the Commonwealth) of a request by the Commonwealth Representative any information or copies of documentation requested by the Commonwealth Representative and held by the Contractor or Subcontractor (as the case may be) to enable the Commonwealth to comply with its obligations under the WHS Legislation;
- d. in respect of:
 - (i) the Contractor or an Approved Subcontractor, within 10 Working Days after receipt or submission of the notice, written communication or written undertaking by the Contractor or Approved Subcontractor (as the case may be); or
 - (ii) any other Subcontractor engaged in any Prescribed Activities, within 10 Working Days of a request by the Commonwealth,

copies of:

- (iii) all formal notices and written communications issued by a regulator or agent of the regulator under or in compliance with the applicable WHS Legislation to the Contractor or Subcontractor (as the case may be) relating to WHS matters;
- (iv) all formal notices issued by a health and safety representative of the Contractor or Subcontractor (as the case may be), under or in compliance with the applicable WHS Legislation; and
- (v) all formal notices, written communications and written undertakings given by the Contractor or Subcontractor (as the case may be), to the regulator or agent of the regulator under or in compliance with the applicable WHS Legislation; and
- e. within 10 Working Days of a request by the Commonwealth Representative written assurances specifying that to the best of the Contractor's or the Subcontractor's (as the case may be) knowledge that the Contractor and the Contractor Personnel are compliant with:
 - (i) the applicable WHS Legislation; and
 - (ii) any relevant or applicable approved codes of practice under the *Work Health and Safety Act 2011* (Cth) except where the Contractor complies with the WHS Legislation in a manner that is different from the relevant code of practice but provides a standard of WHS that is equivalent to or higher than the standard required in the code of practice,

and that the Contractor or Subcontractor (as the case may be) has made reasonable enquiries before providing the written assurances.

- 12.4.6 Subject to clause 10.10 and any relevant foreign government restrictions, the Commonwealth shall provide to the Contractor in a timely manner any information or copies of documentation reasonably requested by the Contractor and held by the Commonwealth to enable the Contractor to comply with its obligations under the applicable WHS Legislation in relation to the Contract.

- 12.4.7 The Contractor shall ensure that if the WHS Legislation requires that:
- a. a person (including a Subcontractor):
 - (i) be authorised or licensed (in accordance with the WHS Legislation) to carry out any works at the workplace, that person is so authorised or licensed and complies with any conditions of such Authorisation; and/or
 - (ii) has prescribed qualifications or experience, or if not, is to be supervised by a person who has prescribed qualifications or experience (as defined in the WHS Legislation), that person has the required qualifications or experience or is so supervised; or
 - b. a workplace, plant or substance (or design), or work (or class of work) be authorised or licensed, that workplace, plant or substance (or design), or work (or class of work) is so authorised or licensed.
- 12.4.8 If the Contractor becomes aware of any intention on the part of a regulatory authority to cancel, revoke, suspend or amend an Authorisation relating to WHS, it shall immediately notify the Commonwealth giving full particulars (so far as they are known to it).
- 12.4.9 Without limiting clause 11.7, the Contractor shall give and ensure that an Approved Subcontractor gives the Commonwealth Representative and any person authorised by the Commonwealth Representative access to:
- a. premises to conduct site inspections for the purpose of monitoring the Contractor's or the Approved Subcontractor's (as the case may be) compliance with any applicable laws, Authorisations or Approved plans in connection with WHS in relation to the Contract; and
 - b. all internal and third party audit results in relation to WHS in relation to the Supplies or the work performed under the Contract.
- 12.4.10 To the extent not inconsistent with the express requirements of the Contract, the Commonwealth Representative may direct the Contractor to take specified measures that the Commonwealth Representative considers reasonably necessary to comply with applicable legislation relating to WHS including the WHS Legislation in relation to the Supplies or the work performed under the Contract. The Contractor shall comply with the direction unless the Contractor demonstrates to the reasonable satisfaction of the Commonwealth Representative that it is already complying with the WHS Legislation in relation to the matter to which the direction relates or the direction goes beyond what is reasonably necessary to achieve compliance with the WHS Legislation.
- 12.4.11 The Contractor shall comply with clause 9 of the SOW.
- 12.4.12 The Contractor shall not provide Supplies containing ACM and shall not take ACM onto any Commonwealth Premises in connection with providing the Supplies.
- 12.4.13 The Contractor shall ensure, so far as is reasonably practicable, that the Supplies are without risk to the health and safety of persons who:
- a. use the Supplies for a purpose for which they were designed or manufactured;
 - b. handle or store the Supplies;
 - c. carry out any reasonably foreseeable activity in relation to the assembly or use of the Supplies for a purpose for which they were designed or manufactured, or the proper storage, decommissioning, dismantling, demolition or disposal of the Supplies; or
 - d. may be exposed to the Supplies or whose health or safety may be affected by a use or activity referred to in this clause 12.4.13a to 12.4.13c.
- 12.4.14 The Contractor shall carry out, or arrange the carrying out of, any calculations, analysis, testing or examination that may be necessary to comply with clause 12.4.13.
- 12.4.15 The Contractor shall give adequate information to the Commonwealth concerning:
- a. each purpose for which the Supplies were designed or manufactured;

- b. the results of any calculations, analysis, testing or examination referred to in clause 12.4.14, including any hazardous properties identified by testing; and
 - c. any conditions necessary to ensure that the Supplies are without risks to health and safety when used for a purpose for which they were designed or manufactured or when carrying out any activity referred to in clauses 12.4.13a to 12.4.13c.
- 12.4.16 The Contractor shall, on request, so far as is reasonably practicable, give current relevant information on the matters referred to in clause 12.4.15 to the Commonwealth.
- 12.4.17 Subject to clause 12.4.17b and without limiting the Contractor's obligations under the Contract:
- a. the Contractor shall ensure that all Approved Subcontracts contain equivalent provisions to those set out in this clause 12.4 [(other than clause 12.4.18)]; and

Note to drafters: Where the option at clause 12.4.18 below is adopted, insert the additional words in square brackets in clause 12.4.17a above.

- b. where in relation to an Approved Subcontract:
 - (i) the WHS Legislation does not apply in respect of any work performed under that Approved Subcontract; and
 - (ii) the Commonwealth does not have any duties or obligations under the WHS Legislation in respect of the workers engaged or caused to be engaged by the relevant Approved Subcontractor,

the Contractor shall only be required to ensure that an Approved Subcontract contains equivalent provisions to those set out in clauses 12.4.3, 12.4.4, and 12.4.12 to 12.4.16 in respect of that Approved Subcontract.

Option: The following clause must be included except where, following receipt of advice from CASG Legal, it is determined that the Commonwealth should be the principal contractor (refer to DPPI NO 4/2012 Engagement of Principal Contractors under the WHS Legislation).

- 12.4.18 To the extent that work to be performed by the Contractor under the Contract is construction work for the purposes of the:
- a. WHS Legislation, in accordance with regulation 293 of the *Work Health and Safety Regulations 2011* (Cth) (in respect of the Commonwealth and the harmonised WHS Legislation of each of the States or Territories in which the construction work is carried out), the Contractor is engaged as the principal contractor for the construction work the subject of the Contract and is authorised to have management or control of the workplace and discharge the duties imposed on a principal contractor for the purpose of the WHS Legislation;
 - b. Occupational Health and Safety Regulations 2007 (Vic), in accordance with regulation 5.1.14 of the *Occupational Health and Safety Regulations 2007* (Vic), the Contractor is appointed as the principal contractor for the construction work the subject of the Contract and is authorised to have management or control of the workplace and discharge the duties imposed on a principal contractor for the purpose of the *Occupational Health and Safety Regulations 2007* (Vic); and
 - c. Occupational Safety and Health Regulations 1996 (WA), in accordance with regulation 1.3 of the *Occupational Health and Safety Regulations 1996* (WA), the Contractor is the main contractor for the construction work the subject of the Contract and is taken to have control of the site and the workplace and is required to discharge the duties imposed on a main contractor for the purpose of the *Occupational Health and Safety Regulations 1996* (WA).

12.5 Environmental Obligations (Core)

- 12.5.1 The Contractor shall perform its obligations under the Contract in such a way that:
- a. the Commonwealth is not placed in breach of; and
 - b. the Commonwealth is able to support and to make full use of the Supplies for the purposes for which they are intended without being in breach of,

any applicable environmental legislation including the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

12.6 Severability (Core)

- 12.6.1 If any part of the Contract is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Contract shall not be affected and shall be read as if that part had been severed.

12.7 Privacy (Core)

- 12.7.1 The Contractor shall:
- a. if it obtains Personal Information in the course of performing the Contract, use or disclose that Personal Information only for the purposes of the Contract subject to any applicable exceptions in the *Privacy Act 1988* (Cth);
 - b. comply with its obligations under the *Privacy Act 1988* (Cth); and
 - c. as a contracted service provider, not do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of the Australian Privacy Principles.
- 12.7.2 The Contractor shall notify the Commonwealth as soon as reasonably practicable if:
- a. it becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 12.7, whether by the Contractor, Contractor Personnel or any other person to whom the Personal Information has been disclosed for the purposes of the Contract; or
 - b. in relation to Personal Information obtained in the course of performing the Contract:
 - (i) it becomes aware that a disclosure of such Personal Information may be required by law; or
 - (ii) it is approached by the Privacy Commissioner.
- 12.7.3 The Contractor shall ensure that Contractor Personnel who deal with Personal Information for the purposes of the Contract are aware of, and comply with, this clause 12.7.
- 12.7.4 The Contractor shall ensure that any Subcontract entered into for the purposes of fulfilling its obligations under the Contract, contains provisions that are functionally equivalent to clauses 12.7.1, 12.7.2a and 12.7.4.

12.8 Child Safety (Optional)

Option: For when the Commonwealth Child Safe Framework applies

Note to drafters: The Department of Prime Minister and Cabinet) has developed the [Commonwealth Child Safe Framework \(CCSF\)](#) to protect children and young people who may have contact with Commonwealth entities. The CCSF sets out the minimum standards for Commonwealth entities to protect children.

Defence and all Defence officials have an obligation under the [Child Protection legislation](#) and the Work Health Safety Act 2011 (Cth) to ensure the health and safety of youth when they engage or interact with Defence. This obligation also extends to Defence contractors. Youth special care provisions also extend to over 18 year olds participating in a Defence Youth Program.

Defence policy relating to Child Safety is contained in [YOUTHPOLMAN](#).

Defence has developed relevant clauses, for use with ASDEFCON based approaches to market, which address the requirements of the CCSF and YOUTHPOLMAN. These clauses are adapted from model clauses included in Department of Finance's ClauseBank and must be inserted into Defence procurements using the [ASDEFCON Suite of Tendering and Contracting Templates](#), where the Contractor will engage with or interact with youth in performing its obligations under the Contract

The clauses can be found here:

<http://drnet/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>

If you have any questions relating to the clauses please email:

procurement.asdefcon@defence.gov.au.

For information in relation to CCSF and policy related questions please email:

procurement.policy@defence.gov.au.

For further assistance and guidance in relation to the application of the CCSF please refer to the Child Safety Framework Factsheet here:

<http://drnet/casg/commercial/CommercialPolicyFramework/Pages/Factsheets-and-Guidance.aspx>

12.9 Modern Slavery (Optional)

Option: For when a potential contractor has a consolidated revenue of at least AU\$100 million over its 12 month reporting period and is either an Australian entity at any time in that reporting period or a foreign entity carrying business in Australia at any time in that reporting period (as set out in the Modern Slavery Act 2018 (Cth)).

Note to drafters: If the procurement is subject to the Modern Slavery Act 2018 (Cth), drafters must use the model clauses to be inserted into relevant Defence procurements using the ASDEFCON Suite of Tendering and Contracting Templates, the model clauses can be found here:

<http://drnet/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>

If you have any questions relating to the clauses please email:

procurement.asdefcon@defence.gov.au.

For further assistance and guidance in relation to the application of the Modern Slavery clauses please refer to the Modern Slavery Factsheet here:

<http://drnet/casg/commercial/CommercialPolicyFramework/Pages/Factsheets-and-Guidance.aspx>

12.10 Commonwealth Supplier Code of Conduct (Core)

Note to drafters: A procurement must incorporate the Commonwealth Supplier Code of Conduct in accordance with paragraph 6.11 of the CPRs.

Drafters must consider the interaction and alignment of this clause with clauses 3.4, 3.6, 11.2, 11.4, 11.7, 12.2, 12.3, 12.4, 13.2 prior to RFT release and prior to any resultant Contract.

- 12.10.1 The Contractor shall (and shall ensure that all Contractor Personnel) comply with the Commonwealth Supplier Code of Conduct in the performance of the Contract.
- 12.10.2 The Contractor shall notify the Commonwealth Representative immediately after becoming aware of any potential or actual non-compliance with the Commonwealth Supplier Code of Conduct, including:
- a description of the non-compliance,
 - the date that the non-compliance occurred, and
 - whether any Contractor Personnel engaged in the performance of the Contract were or may have been involved in the non-compliance.
- 12.10.3 If the Commonwealth considers that a potential or actual non-compliance with the Commonwealth Supplier Code of Conduct has occurred, the Commonwealth may by notice to the Contractor, without limiting any of its other rights under the Contract, require that the Contractor:
- provide a response to the Commonwealth Representative within 3 Working Days on whether a potential or actual non-compliance has occurred; and
 - comply with its obligations under clause 12.10.
- 12.10.4 The Commonwealth Representative may request, and the Contractor shall provide, further information on any matter relating to:
- the policies, frameworks, or systems the Contractor has established to monitor and assess compliance with the Commonwealth Supplier Code of Conduct;
 - the Contractor's compliance with the Commonwealth Supplier Code of Conduct; or
 - an actual or potential non-compliance with the Commonwealth Supplier Code of Conduct, including its obligations under clauses 12.10.1 or 12.10.3a.
- The Contractor shall provide such information within the timeframes and in the manner specified by the Commonwealth Representative at the time of request.
- 12.10.5 The Contractor acknowledges and agrees that compliance with the Commonwealth Supplier Code of Conduct and the obligations under clause 12.10 shall not relieve the Contractor from its liabilities or other obligations under the Contract or at law.
- 12.10.6 The Contractor's performance of its obligations under this clause will be at no additional cost to the Commonwealth.
- 12.10.7 If the Contractor fails to comply with the Commonwealth Supplier Code of Conduct in accordance with clause 12.10.1, the Commonwealth may give the Contractor a notice of termination for default under clause 13.2.1e.

12.11 Environmentally Sustainable Procurement Policy (Optional)

Option: For when a procurement is subject to the Environmentally Sustainable Procurement Policy.

Note to drafters: A procurement will be subject to the Environmental Sustainable Procurement Policy (ESPP) where the procurement includes construction services (where the procurement value is over \$7.5million AUD inc GST) or furniture, fittings and equipment, ICT goods and textiles (where the procurement value is over \$1 million AUD inc GST)

If a procurement is subject to the ESPP, drafters must include the model clauses for Defence procurements subject to the requirements ESPP. These model clauses are based on the Department of Climate Change, Energy, the Environment and Water (DCCEEW)'s model clauses and have been developed for use with ASDEFCON-based contracts. They are contained in the ASDEFCON Clausebank which can be found here:

- <http://drnet/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>.

If you have any questions relating to the clauses please email the ASDEFCON and Contracting Initiatives team at:

- procurement.asdefcon@defence.gov.au.

For information in relation to ESPP and policy related questions please email the Commercial Policy team at:

- procurement.policy@defence.gov.au.

Or the Commonwealth Sustainable Procurement Advocacy and Resource Centre at:

- sustainable.procurement@dcceew.gov.au.

12.12 Australian Skills Guarantee (Optional)

Option: For inclusion when a procurement is subject to the Australian Skills Guarantee Policy.

Note to drafters: A procurement will be subject to the Australian Skills Guarantee (ASG) Procurement Connected Policy (PCP) within ICT and Construction as follows:

- Major construction projects (projects with a total contract value of \$10 million (GST Inclusive) or more;
- Direct Commonwealth procurements in the ICT sector, with a total contract value of \$10 million (GST Inclusive) or more; and
- Flagship construction projects (projects with a total contract value of \$100 million or more in the construction sector).

Information relating to the ASG PCP can be found at the Department of Employment and Workplace Relations (DEWR) website here:

- <https://www.dewr.gov.au/australian-skills-guarantee>.

If a procurement is subject to the ASG PCP drafters must include the model clauses for Defence procurements subject to the requirements of the ASG. These model clauses are

based on the DEWR model clauses and have been developed for use with ASDEFCON-based contracts. They are contained in the ASDEFCON Clausebank which can be found here:

- <http://drnet/casq/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>.

If you have any questions relating to the clauses please email the ASDEFCON and Contracting Initiatives team at:

- procurement.asdefcon@defence.gov.au.

If you have any questions relating to the ASG PCP or policy related questions, please email the Commercial Policy team at:

- procurement.policy@defence.gov.au.

Or DEWR at:

- ASG@dewr.gov.au.

13 DISPUTES AND TERMINATION

13.1 Resolution of Disputes (Core)

- 13.1.1 A party shall not commence court proceedings relating to any Dispute unless that party has complied with the procedure for resolving Disputes set out in this clause 13.1.
- 13.1.2 The parties acknowledge and agree that the intent of:
- this clause 13.1 is that the parties will seek to resolve Disputes in a non-adversarial manner, and at the lowest reasonably practicable level within their respective organisations; and
 - the Contract Governance Framework set out in Attachment P includes facilitating problem solving and the resolution of Disputes.
- 13.1.3 The parties shall negotiate in good faith and use all reasonable efforts to resolve Disputes, and matters that may give rise to a Dispute, as quickly as practicable.
- 13.1.4 If the parties are unable to resolve a Dispute through the reasonable efforts of the Commonwealth Representative and the Contractor Representative, either party may give a notice ('Dispute Notice') to the other party setting out the nature of the Dispute and the Dispute shall then be referred to the Management Representatives specified in the Details Schedule.

Note to drafters: For clauses 13.1.5 and 13.1.6 drafters should amend the period if circumstances require.

- 13.1.5 If, despite using all reasonable efforts, the Management Representatives are unable to resolve the Dispute within 30 days (or such longer period agreed by the parties in writing) after the referral under clause 13.1.4, the parties may refer the Dispute to the Senior Representatives specified in the Details Schedule.
- 13.1.6 If, despite using all reasonable efforts, the Senior Representatives are unable to resolve the Dispute within 30 days (or such longer period agreed by the parties in writing) after the referral under clause 13.1.5 and the parties have not been unable to agree on an alternative dispute resolution process during that period, either party may commence legal proceedings in respect of the Dispute.

Option: For use if access to arbitration is required.

Note to drafters: The following optional clauses may be used if access to alternative dispute resolution under the Australian Centre for International Commercial Arbitration (ACICA) Arbitration Rules is to be sought. Further information on the Arbitration Rules is available from <https://acica.org.au/>. Because accessing arbitration can have significant cost implications drafters should carefully consider the requirements of their project before including the clause. If the clause is included, drafters should delete 13.1.6 above and replace it with the following:

13.1.7 If, despite using all reasonable efforts, the Senior Representatives are unable to resolve the Dispute within 30 days (or such longer period agreed by the parties in writing) after the referral under clause 13.1.5, the parties shall resolve the Dispute by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Sydney, Australia **[OR INSERT ANOTHER CITY]**. The language of the arbitration shall be English. The number of arbitrators shall be **[INSERT NUMBER OR DELETE THIS SENTENCE AND RELY ON ARTICLE 8 OF THE ACICA ARBITRATION RULES, WHICH AUTHORISES ACICA TO DETERMINE THE NUMBER OF ARBITRATORS]**

13.1.8 The parties shall, despite any Dispute occurring, continue to perform their respective obligations under the Contract.

13.1.9 Nothing in this clause 13.1, or the Contract Governance Framework set out in Attachment P, prevents either party from seeking urgent interlocutory relief in relation to a Dispute.

13.2 Termination Without Notice for Contractor Default (Core)

13.2.1 The Commonwealth may terminate the Contract by notice to the Contractor if any of the following occurs:

- a. an Insolvency Event occurs in relation to the Contractor, except to the extent the exercise of a right under this clause 13.2.1a is prevented by law;
- b. an Insolvency Event occurs in relation to the Guarantor and the Commonwealth does not receive a replacement Deed of Guarantee and Indemnity from another guarantor acceptable to the Commonwealth within 10 Working Days (or another period agreed in writing by the Commonwealth), except to the extent the exercise of a right under this clause 13.2.1b is prevented by law;
- c. the Contractor has failed to remedy a Default specified in a Default Notice within the period specified in the Default Notice;
- d. the Contractor commits a breach of the Contract that, in the Commonwealth's opinion, is not capable of being remedied;
- e. an event occurs in respect of which the Contract provides that a notice of termination may be given under this clause 13.2.1e;
- f. the Contractor assigns its rights under the Contract otherwise than in accordance with the requirements of the Contract; and
- g. the Contractor would have, except for the operation of any limitation of liability under clause 10.10, been liable to the Commonwealth for Loss in aggregate for an amount greater than the Limitation Amount.

13.2.2 To avoid doubt, the Commonwealth is not required to provide prior notice of an exercise of its rights under clause 13.2.1.

13.3 Default Notices (Core)

13.3.1 If the Commonwealth considers that a Contractor Default has been committed, the Commonwealth may give the Contractor a notice (**'Default Notice'**) specifying the Default and requiring the Contractor to remedy the Default within a reasonable period, if the Default is capable of being remedied.

13.3.2 If the Commonwealth gives the Contractor a Default Notice, the Contractor shall:

- a. remedy the Default within the period specified in the Default Notice;

- b. comply with any directions given to the Contractor by the Commonwealth in relation to the Default; and
- c. mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the Default, including those arising from affected Subcontracts.

13.4 Termination or Reduction for Convenience (Core)

- 13.4.1 In addition to any other rights it has in relation to the Contract, the Commonwealth may at any time terminate the Contract or reduce the scope of the Contract by notifying the Contractor.
- 13.4.2 None of the other provisions of the Contract limit the Commonwealth's ability to terminate or reduce the scope of the Contract under this clause 13.4.
- 13.4.3 If the Contract is terminated or reduced under this clause 13.4, the Commonwealth's liability in respect of the termination or reduction is limited to:
 - a. payments under the payment provisions of the Contract in respect of work performed before the date the termination or reduction takes effect; and
 - b. any reasonable costs incurred by the Contractor that are directly attributable to the termination or reduction,

and then only when the Contractor substantiates these amounts to the satisfaction of the Commonwealth Representative. In particular, the Contractor shall not be entitled to profit calculated by reference to any period after the date the termination or reduction takes effect.
- 13.4.4 The Contractor, in each Approved Subcontract, shall secure a right of termination and reduction and provisions for compensation functionally equivalent to this clause 13.4.

13.5 General Termination Provisions (Core)

- 13.5.1 If the Contract is terminated under clause 13.2 or otherwise:
 - a. the termination takes effect on:
 - (i) the date of the notice of termination; or
 - (ii) if the notice of termination specifies a later date, the later date;
 - b. the Contractor shall:
 - (i) stop work in accordance with the notice of termination;
 - (ii) comply with any directions given to the Contractor by the Commonwealth; and
 - (iii) mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination, including those arising from affected Subcontracts;
 - c. the Contractor shall deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control or in the possession, power or control of Contractor Personnel that contain or relate to any Confidential Information or which are security classified;

Option: For when a Mobilisation Payment is used.

- d. the Contractor shall repay the Mobilisation Payment or any portion of the Mobilisation Payment that has not been offset in accordance with clause 7.4;
- e. subject to clause 13.7, the parties shall be relieved from future performance, without prejudice to:
 - (i) any right or cause of action that has accrued at the date of termination; or
 - (ii) any amount owing under or in connection with the Contract as at the date of termination;
- f. subject to clauses 10.9, 10.10, and 13.4, the right to recover damages, including full contractual damages, shall not be affected;

- g. the Contractor shall, within 30 days after receipt of the notice of termination, or other period agreed in writing by the parties, deliver the Technical Data (in its then current state of development) for Supplies produced prior to the date of termination; and
 - h. the Contractor shall deliver to the Commonwealth all Commonwealth Property that the Contractor or Contractor Personnel have in their possession in connection with the Contract.
- 13.5.2 To avoid doubt, and despite anything else in the Contract, if the Contractor delays in meeting a Milestone, delivering Supplies or complying with any other obligation in accordance with the Contract, each day of delay is a new breach of the Contract for which the Commonwealth may exercise its rights under clause 13.2 or at law, despite any conduct by the Commonwealth or any election not to terminate the Contract for a previous breach of the Contract.
- 13.5.3 Upon termination of the Contract:
- a. subject to clause 13.5.4, the Commonwealth shall retain ownership of any Supplies in respect of which title has passed to the Commonwealth under clause 6.8;
 - b. all Supplies that have been Accepted by the Commonwealth shall be deemed to be owned by the Commonwealth (whether or not ownership has passed under clause 6.8); and
 - c. the Contractor shall be entitled to payment of that part of the Contract Price attributable to the Supplies referred to in clause 13.5.3b, having regard to the amounts already paid or payable in respect of the Supplies and the condition of the Supplies at that time.
- 13.5.4 The Commonwealth may, in a termination notice under clause 13.2.1 or 13.4, require Supplies not owned by the Commonwealth in the possession of the Contractor or a Subcontractor (whether completed or not) to be delivered to the Commonwealth and:
- a. the Contractor shall deliver the Supplies (in their current state of development) in accordance with the notice;
 - b. ownership in the Supplies shall pass to the Commonwealth upon delivery, free of any Security Interest; and
 - c. the Contractor shall be entitled to payment of that part of the Contract Price attributable to the Supplies, having regard to the amounts already paid or payable in respect of the Supplies and the condition of the Supplies at that time.
- 13.5.5 The Commonwealth may, in a termination notice under clause 13.2.1, require the Contractor to retake possession of Supplies previously delivered to the Commonwealth under the Contract and:
- (i) the Contractor shall retake possession of the Supplies in accordance with the notice;
 - (ii) ownership in the Supplies shall pass to the Contractor upon delivery, free of any Security Interest; and
 - (iii) the Commonwealth shall be entitled to repayment of that part of the Contract Price attributable to the Supplies, having regard to the amounts already paid or payable in respect of the Supplies.
- 13.5.6 The rights of the Commonwealth to terminate or reduce the scope of the Contract under clauses 13.2 and 13.4 are in addition to any other right or remedy the Commonwealth may have in relation to the Contract.

13.6 Right of Commonwealth to Recover Money (Core)

- 13.6.1 Without limiting the Commonwealth's other rights or remedies under the Contract, if the Commonwealth elects, in accordance with the Contract, to recover an amount from the Contractor or the Contractor otherwise owes any debt to the Commonwealth in relation to the Contract, the Commonwealth may:
- a. deduct the amount from payment of any claim; or

- b. give the Contractor notice of the existence of a debt recoverable which shall be paid by the Contractor within 30 days after receipt of notice.
- 13.6.2 The Commonwealth may exercise any or all of its rights in respect of any security provided in accordance with clauses 7.4 or 7.5 to recover any debt owing by the Contractor, except to the extent otherwise recovered by the Commonwealth under clause 13.6.1.
- 13.6.3 If the Commonwealth deducts the amount of a debt from any payment or security, it shall notify the Contractor that it has done so.
- 13.6.4 If any sum of money owed to the Commonwealth is not received by its due date for payment, the Contractor shall pay to the Commonwealth interest at the ATO sourced General Interest Charge rate current at the date the payment was due for each day the payment is late.

13.7 Survivorship (Core)

- 13.7.1 Any provision of the Contract which expressly or by implication from its nature is intended to survive the termination or expiration of the Contract and any rights arising on termination or expiration shall survive the termination or expiration of the Contract on its terms.
- 13.7.2 Without limiting clause 13.7.1, any provision dealing with Confidential Information, IP, Defence Security, Privacy, Spare Parts and Support Equipment and any warranties, guarantees, licences (other than the licence given under clause 3.8), indemnities, liability caps, rights to recover money or financial and performance securities given under the Contract shall survive the termination or expiration of the Contract on its terms.

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA:

(signature)

(print name and position)

(date)

In the presence of:

(signature)

(print name)

(date)

SIGNED for and on behalf of

THE CONTRACTOR:

Note for Contract Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Commercial Division intranet page at:

<http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/Factsheets-and-Guidance.aspx>

This guidance is developed for Commonwealth Personnel and should be used to assess the Contractor's execution of the Contract. The Contractor should seek its own independent legal advice on its execution of the Contract.

(INSERT APPROPRIATE CONTRACTOR'S EXECUTION CLAUSE)

ATTACHMENT A

STATEMENT OF WORK (CORE)

Note to tenderers: Attachment A will consist of an amalgamation of the draft SOW at Part 3 and the successful tenderer's response

ATTACHMENT B

PRICE AND PAYMENTS (CORE)

Note to tenderers: Attachment B will consist of an amalgamation of information contained in TDR D, this draft Attachment, the successful tenderer's response, including the details tendered within the 'Acquisition Pricing Workbook' (ACQPW), and any negotiated adjustments. Further guidance on completing the ACQPW can be found in the ACQPW Guide and the [ACE Guide for ASDEFCON](#).

1. PRICING STRUCTURE

1.1 Attachment B has the following structure:

Clause		page
2	Price Schedule (CORE)	2
3	Schedule of Payments (CORE)	2
4	Adjustments (CORE)	3
5	Schedule of Specific Prices and Not-To-Exceed Prices (CORE)	5
6	Schedule of Rates (CORE)	5
7	Australian Contract Expenditure (CORE)	5
8	Schedule of Further Quantities and Optional Extras (OPTIONAL)	7
9	Cost Reimbursement (OPTIONAL)	7
10	Incentive Payments (OPTIONAL).....	7

Note to drafters: Some Annexes will include a file with the appropriate pricing table, such as a PDF copy of a spreadsheet from the 'Acquisition Pricing Workbook' (ACQPW). Update the following table for the Annexes to be included in the Contract. File names may be added when known, the examples below are based on the tabs in the workbook.

Annex	Title	File Names
A	Price Schedule (Core)	Price Schedule
B	Schedule of Payments (Core)	Milestone Payment Schedule
C	Adjustments (Core)	Adjustments
D	Schedule of Specific Prices and Not-To-Exceed Prices (Core)	Specific Prices and Not-To-Exceed Prices
E	Schedule of Rates (Core)	Schedule 1: Labour Rates; and Schedule 2: Schedule of Margins
F	Schedule of Further Quantities and Optional Extras (Optional)	Further Quantities

- 1.1.1 For clarity, Attachment B includes the Annexes listed in clause 1.1, including electronic files (eg, PDF files of tables / spreadsheets) that are controlled documents and managed as part of the Contract.
- 1.1.2 The obligations of the Commonwealth under this Attachment B are subject to the:
- Contractor making a claim for payment in accordance with clause 7.2 of the COC; and
 - other provisions of the Contract.
- 1.1.3 Except where expressly indicated to the contrary, the amounts set out in this Attachment B are inclusive of all costs and other payments associated with providing the Supplies (including achieving the Milestones) and carrying out all matters and doing all things necessary for the due and proper performance and completion of the Contract. This includes all licence fees, royalty payments, overseas taxes, duties and charges, Australian (Federal, State and Local

ATTACHMENT B

Government) taxes including GST, customs and other duties and charges and arranging customs clearance and services of representatives.

- 1.1.4 In the event of any inconsistency, the dates specified in the Delivery Schedule at Attachment C shall have precedence over any dates specified in this Attachment B.

Note to drafters: The ACQPW (in MS Excel®) provided as part of TDR D is designed to collect information suitable for the financial assessment of tendered responses, and population of the Annexes to this Attachment for the successful tender. If the project chooses to rename the ACQPW, for example to reflect the name of the project, drafters will need to amend references in the following clauses, and notes to tenderers, accordingly. Guidance should be included in this draft Attachment or TDR D, as appropriate, to assist tenderers when responding.

2 PRICE SCHEDULE (CORE)

2.1 Price Schedule

- 2.1.1 The Price Schedule details an indentured Contract Work Breakdown Structure (CWBS) of prices for the Contract.

Note to drafters: Prior to RFT release, drafters need to provide high-level CWBS details to enable tenderers to complete the 'Price Schedule' in the ACQPW. Refer to TDR D-2 for further details.

Note to tenderers: Annex A will consist of an amalgamation of the ACQPW 'Price Schedule' worksheet for the successful tenderer's response to TDR D-2, and any negotiated adjustments.

- 2.1.2 The Price Schedule is detailed in the file: (...INSERT the file name for the 'Price Schedule' tab from the workbook...), and forms Annex A to this Attachment.

3 SCHEDULE OF PAYMENTS (CORE)

3.1 Introduction

- 3.1.1 The Schedule of Payments describes the amounts payable by the Commonwealth to the Contractor for the achievement of Milestones (**INSERT THE FOLLOWING WHERE A MOBILISATION PAYMENT HAS BEEN AGREED, "and as a Mobilisation Payment"**) in accordance with the Contract.

3.2 Mobilisation Payment (RFT CORE)

Note to drafters: Drafters should insert a maximum percentage of the Contract Price against the Mobilisation Payment in TDR D-3.

- 3.2.1 The amount of the Mobilisation Payment is (**INSERT AMOUNT**).
- 3.2.2 The Commonwealth shall pay to the Contractor the Mobilisation Payment upon (**INSERT CRITERIA FOR MOBILISATION PAYMENT**).

3.3 Milestone Payment Schedule

- 3.3.1 The Milestone Payment Schedule sets out the Milestones and the Milestone Payments for the Contract.

Note to drafters: Prior to RFT release drafters need to populate the 'Milestone Payment Schedule' worksheet of the ACQPW. Refer to TDR D-3 for details.

Note to tenderers: Annex B will consist of an amalgamation of the ACQPW 'Milestone Payment Schedule' worksheet for the successful tenderer's response to TDR D-3, and any negotiated adjustments.

- 3.3.2 The Milestone Payment Schedule is detailed in the file: (...INSERT the file name for the "Milestone Payment Schedule" tab from the workbook...), and forms Annex B to this Attachment.
- 3.3.3 The Commonwealth shall, for achievement of a Milestone, pay to the Contractor the relevant Milestone Payment as specified in the 'Milestone Payment Schedule'.
- 3.3.4 The Contractor is taken to have achieved a Milestone only if all of the Milestone criteria set out in Attachment C have been satisfied.

ATTACHMENT B

4 ADJUSTMENTS (CORE)

Note to tenderers: Clause 4, including Annex C, will consist of an amalgamation of the successful tenderer's response to TDR D-4, including the ACQPW 'Adjustments' worksheet, and any negotiated adjustments. Agreements reached as a result of workplace enterprise bargaining are not considered to be awards for the purposes of the formula set out below.

4.1 General

4.1.1 In this clause 4, the following interpretations apply:

- a. for the purposes of calculating adjustments, the Milestone Date is the date specified in Attachment C for the achievement of the relevant Milestone or such earlier date upon which the Milestone is achieved;
- b. references to a quarter are to a calendar quarter (January-March, April-June, July-September, and October-December);
- c. a reference to the quarter preceding the quarter containing a Milestone Date (or other event for which payment is applicable):
 - (i) is premised on the understanding that Contract costs are largely incurred in the prior quarter;
 - (ii) avoids the delay (eg, of several months) for indices to be published, and the subsequent calculation and payment of the price adjustment;
 - (iii) ensures that the Commonwealth does not pay an adjustment for a quarter in which limited or no work has been undertaken;
- d. if the due date of the previous Milestone and the due date of the current Milestone fall within the same quarter, then the index value for the preceding quarter shall be used;
- e. subject to paragraph g and h, references to an index value for a quarter are to the index number(s) published at any time in respect of that quarter;
- f. if a source of an index series publishes provisional and final index values, index values designated as provisional shall not be used;
- g. subject to paragraph f, if a quarterly index is published more than once, for the purposes of the formulae, the index value for that quarter shall be taken to be the first index value officially published in the quarter following that quarter; and
- h. if an index is discontinued, rebased or modified and the entity publishing that index provides official guidance on the replacement, bridging or re-baselining methodology to be applied, that guidance should be used as one of the inputs for determining any required update to the index, as set out in this clause 4.

4.2 Adjustment Process

4.2.1 For each currency identified in this Attachment B, the following price adjustment formula shall be applied in accordance with clause 7.3 of the conditions of contract:

$$PA = P * \left(X + \sum_{i=1}^q \left(Y_i * \frac{L_n}{L_0} \right) + \sum_{k=1}^r \left(Z_k * \frac{M_n}{M_0} \right) \right) - P$$

Where, for a particular source currency:

Ref	Description
PA	the price adjustment, for a price in the Price and Payment schedule.
P	the price in the Price and Payments schedule, as applicable at the Base Date.
X	if applicable, a fixed or non-variable component of the price (expressed as a decimal), in a particular currency.
Y _i	the component of the price (expressed as a decimal) that is attributed to a labour index series (L _i). A labour index series tracks price variations for a labour category in a particular currency.

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L_n	<p>Note to drafters: If Cost Reimbursement is not used, remove the subparagraph b below and/or if a Mobilisation Payment will not be considered for the Contract, remove subparagraph c below. In either case, amend the description as appropriate.</p> <p>the labour index value (number) for a specific labour index series (L_i), which (as required by clause 4.1.1b above) is published for the quarter preceding the quarter in which:</p> <ol style="list-style-type: none"> if related to a Milestone Payment, the Milestone was scheduled to occur; (OPTIONAL) if related to a Cost Reimbursement Payment, the due date by which the Cost Reimbursement Supplies were scheduled to be provided; or (OPTIONAL) if related to the Mobilisation Payment, the date on which the Mobilisation Payment is made by the Commonwealth.
L_o	the labour index value (number) for a specific labour index series (L_i) for the quarter preceding the quarter containing the Base Date.
Z_k	the component of the price (expressed as a decimal) that is attributed to a materials index series (M_k). A materials index series tracks price variations for a category of materials in a particular currency.
M_n	<p>Note to drafters: If Cost Reimbursement is not used, remove the subparagraph b below and/or if a Mobilisation Payment will not be considered for the Contract, remove subparagraph c below. In either case, amend the description as appropriate.</p> <p>the materials index value (number) for a materials index series (M_k), which (as required by clause 4.1.1b above) is published for the quarter preceding the quarter in which:</p> <ol style="list-style-type: none"> if related to a Milestone Payment, the Milestone was scheduled to occur; (OPTIONAL) if related to a Cost Reimbursement Payment, the due date by which the Cost Reimbursement Supplies were scheduled to be provided; or (OPTIONAL) if related to the Mobilisation Payment, the date on which the Mobilisation Payment is made by the Commonwealth.
M_o	the materials index value (number) for a materials index series (M_k), as published for the quarter preceding the quarter containing the Base Date.
i	is a number that identifies the labour component (Y_i) and the associated labour index series (L_i) in Annex C (eg, if $i=1$, $Y_i=Y_1$ and $L_i=L_1$).
q	is the number of labour indices in a price adjustment formula (eg, if $q=3$, there are three labour index series (L_i) with three related component weightings (Y_n) identified in Annex C).
k	is a number that identifies the materials component (Z_k) and the associated materials index series (M_k) in Annex C (eg, if $k=2$, $Z_k=Z_2$ and $M_k=M_2$).
r	is the number of materials indices in a price adjustment formula (eg, if $r=2$, there are two materials indices (M_k) with two related component weightings (Z_k) identified in Annex C).

and where, for each price adjustment, the sum of all components (weightings) attributed to fixed amount, labour and materials components, equals one, ie:

$$X + \sum_{i=1}^q Y_i + \sum_{k=1}^r Z_k = 1$$

4.3 Indices

- 4.3.1 The Australian and international indices for the labour and materials components of the prices for the Contract are detailed in the file: (...**INSERT the file name for the “Adjustments” tab from the workbook...**), and forms Annex C to this Attachment.

Note to tenderers:

Note 1: For labour costs incurred in Australia, the only input based (cost of labour) index acceptable to the Commonwealth is ABS catalogue ‘Wage Price Index’ Table 9B.

Note 2: For labour costs incurred overseas, the labour index must be an appropriate index published by an agency of the relevant Government.

Note 3: For the Australian materials component, ABS catalogue ‘Producer Price Indexes, Australia’ – Table 12 should be utilised.

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Note 4: For the imported materials component, the index must be appropriate and published by an agency of the relevant Government.

5 SCHEDULE OF SPECIFIC PRICES AND NOT-TO-EXCEED PRICES (CORE)

Note to drafters: Prior to RFT release drafters need to populate the 'Specific Prices' worksheet of the ACQPW. Refer to TDR D-5 for details.

Note to tenderers: Annex D will consist of an amalgamation of the ACQPW 'Specific Prices' worksheet for the successful tenderer's response to TDR D-5, and any negotiated adjustments. Only those tendered specific prices that are relevant to any negotiated resultant Contract will transfer into the 'contract version' of the ACQPW and Annex D for that resultant Contract.

- 5.1.1 The Schedule of Specific Prices and Not-To-Exceed Prices is detailed in the file: (...INSERT the file name for the 'Specific Prices' tab from the workbook...), and forms Annex D to this Attachment.

Note: When the required range and quantities of Spares, S&TE, Training Equipment and Special-to-Type Packaging have been determined and agreed, the Approved recommended provisioning lists for these Support Resources will be added to Annex A to Attachment B to the COC, and the Contract Price and relevant Milestone Payments (including ACE percentages) will be adjusted accordingly, through a CCP. The prices for all Spares, Training Equipment, S&TE and Special-to-Type Packaging to be purchased by the Commonwealth is not expected to exceed the tendered NTE price for the respective category. Prices for other Support Resources, not subject to NTE prices, are included within the Contract Price.

6 SCHEDULE OF RATES (CORE)

Note to tenderers: Annex E will consist of an amalgamation of the ACQPW 'Schedule of Rates' and 'Labour Pricing' tabs for the successful tenderer's response to TDR D-6 and any negotiated adjustments.

6.1 Labour Rates and Margins

- 6.1.1 The Schedule of Labour Rates for the Contract is detailed in the file: (...INSERT the file name for the 'Labour Rates' tab from the workbook...), and forms Schedule 1 to Annex E to this Attachment.
- 6.1.2 The Schedule of Margins for the Contract is detailed in the file: (...INSERT the file name for the 'Schedule of Margins' tab from the workbook...), and forms Schedule 2 to Annex E to this Attachment.
- 6.1.3 The labour rates and margins that shall be applied by the Contractor (and Approved Subcontractors) in all CCPs under the Contract are detailed in the Schedule of Labour Rates and the Schedule of Margins.
- 6.1.4 Subject to clause 11.1.6 of the COC, the labour rates and margins that shall be applied by the Contractor (and Approved Subcontractors) for the cost of preparation of all CCPs under the Contract are detailed in the Schedule of Labour Rates and the Schedule of Margins.

7 AUSTRALIAN CONTRACT EXPENDITURE (CORE)

7.1 Australian Contract Expenditure Amounts

Note to tenderers: Tenderers are not required to submit a response for Table B-1 (below). However, the preferred tenderer will be required to determine the planned ACE and planned ICE (as cumulative values from ED), and a calculated ACE percentage, for each ACE Measurement Point, to be included in Table B-1 of any resultant Contract.

The calculated ACE percentages will usually represent the maximum values for the Prescribed ACE Percentages, to be included in Attachment F of any resultant Contract. After ED, the

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planned ACE and planned ICE should provide a basis for quantifying appropriate changes to the calculated ACE percentages and Prescribed ACE Percentages that result from CCPs.

The planned ACE and planned ICE will be expected to include (but not be limited to) the payments up until the applicable Milestone in the ACQPW (submitted as part of the preferred tenderer's response to TDR D-3).

7.1.1 Table B-1 identifies, for each ACE Measurement Point (column a), the planned Australian Contract Expenditure (ACE) (column b) and the planned Imported Contract Expenditure (ICE) (column c), on a cumulative basis (ie, from ED to each ACE Measurement Point) consistent with Annex A (Price Schedule) and Annex B (Milestone Payment Schedule) to this Attachment B.

7.1.2 Table B-1 also identifies a calculated ACE percentage (column d), for each ACE Measurement Point, determined in accordance with the following formula:

$$\text{calculated ACE\%} = \frac{\text{planned ACE}}{\text{planned ACE} + \text{planned ICE}} * 100$$

7.1.3 Prescribed ACE Percentages, included at Attachment F as AIC Obligations, shall be based on the corresponding calculated ACE percentages in Table B-1.

Note: The Prescribed ACE Percentage may be different to the calculated ACE percentage.

7.1.4 For each CCP prepared in accordance with clause 11.1 of the COC that affects the planned ACE and/or planned ICE values in Table B-1, the Contractor shall prepare, as part of the CCP, changes to Table B-1 and, when applicable, changes to the Prescribed ACE Percentages under clause 4 of Attachment F.

Note to drafters: Enter the ACE Measurement Points into Table B-1. These should match the ACE Measurement Points in draft Attachment F.

Table B-1: ACE Measurement Points and calculated ACE percentages

ACE Measurement Point (in accordance with Attachment F) (a)	Planned ACE (\$) (b)	Planned ICE (\$) (c)	Calculated ACE% (d)
			()%
			()%
			()%
			()%

7.2 Alternate and Additional Deeming Rates (RFT Core)

Note to drafters: Table B-2 may be pre-populated by the drafter with alternative and/or additional deeming rates, prior to tendering, when the Commonwealth considers that deeming rates other than those listed in the ACE Measurement Rules should be applied to the proposed Contract.

Note to tenderers: The Commonwealth will consider deeming rates other than those listed in the ACE Measurement Rules for the proposed Contract. Table B-2 will consist of the successful tenderer's response to TDR D-11, and any negotiated adjustments.

7.2.1 Table B-2 below specifies alternate or additional Subcontract categories, thresholds and deemed ACE and ICE percentages for the purposes of the application of this paragraph 3 of the ACE Measurement Rules.

Table B-2: Approved Alternate and Additional Deeming Rates

Nature of cost category / Subcontractor work	Applicable Threshold (GST exclusive)	Deemed Australian Contract Expenditure and Imported Contract Expenditure	
		Australian Contract Expenditure	Imported Contract Expenditure
(...INSERT description...)	(...INSERT threshold value...)	(...INSERT %...)	(...INSERT %...)
(...INSERT description...)	(...INSERT threshold value...)	(...INSERT %...)	(...INSERT %...)

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- 7.2.2 The parties acknowledge and agree that, in accordance with paragraph 4 of the ACE Measurement Rules, alternate deeming rates for indirect costs (including overhead and general and administrative costs) for the Contractor and specified Subcontractors shall be applied as follows:

Table B-3: Approved Alternate Deeming Rates for Indirect Costs

Entity Name	Deemed ACE percentage	Deemed ICE percentage
(... INSERT CONTRACTOR NAME ...)	(...INSERT %...)	(...INSERT %...)
(... INSERT SUBCONTRACTOR NAME ...)	(...INSERT %...)	(...INSERT %...)

- 7.2.3 Upon notification by Defence's Commercial and Financial Analysis Directorate, Financial Investigation Service (FIS), that FIS has confirmed different alternate or additional deeming rates for the Contractor or a Subcontractor, the Contractor shall, within 20 Working Days, submit a CCP in accordance with clause 11.1 of the COC, to update Table B-2 or B-3 (as appropriate) to incorporate the new alternate or additional deeming rates.

8 SCHEDULE OF FURTHER QUANTITIES AND OPTIONAL EXTRAS (OPTIONAL)

Note to drafters: Prior to release of the RFT, drafters are to identify the potential further quantities and optional extras that may be included in any resultant Contract (noting that other options may be proposed by tenders). Drafters should refer to the 'Further Quantities' worksheet of the ACQPW and, where known insert:

- a brief description of the additional quantities of Supplies and/or optional extras that the Commonwealth may require;
- the quantity required; and
- the proposed delivery points (to be included in the comments column).

Drafters should define an appropriate scope for the addition or option; for example, by requesting an additional 'Mission System' and a 'Support Resource package per additional Mission System'.

Note to tenderers: Annex F will consist of an amalgamation of the ACQPW 'Further Quantities' worksheet for the successful tenderer's response to TDR D-12, and any negotiated adjustments.

8.1 Further Quantities and Optional Extras

- 8.1.1 The Schedule of Further Quantities and Optional Extras for the Contract is detailed in the file: (...INSERT the file name for the 'Further Quantities' tab from the workbook...), and forms Annex F to this Attachment.

9 COST REIMBURSEMENT (OPTIONAL)

Note to Drafters: Cost Reimbursement Payments, allowing part of a contract to be paid on a reimbursement basis, are generally only considered by Defence for activities that are difficult to scope and for the tenderers to price (such as high-risk design and development). Accordingly, this payment method is an option within the ASDEFCON (Strategic Materiel) template. If such a payment method is being considered for the draft Contract, and the appropriate template is being used, drafters should refer to the ASDEFCON (Strategic Materiel) template (Attachment B clauses 4 and 9, Annex D to Attachment A to the COT, and related clauses of the draft COC) for applicable clauses.

10 INCENTIVE PAYMENTS (OPTIONAL)

Note to drafters: The Commonwealth's preferred assessment periods, key performance indicators and weightings (if any) need to be included below, before release of the RFT.

Note to tenderers: This clause will consist of an amalgamation of the incentive payment aspects in TDR D-12, the successful tenderer's response and any negotiated adjustments.

10.1 (... To be determined ...)

- 10.1.1 (... INSERT DETAILS OF INCENTIVE PAYMENTS, IF APPLICABLE ...).

ATTACHMENT C

DELIVERY SCHEDULE (CORE)

Note to tenderers: Attachment C will consist of an amalgamation of TDR D-3, this draft attachment, the successful tenderer's response and any negotiated changes.

1. MILESTONE SCHEDULE AND DELIVERY SCHEDULE (SUPPLIES)

- 1.1 The Contractor shall comply with the dates and locations identified in the Delivery Schedule - Table C-1 (Milestone Schedule) and Table C-2 (Delivery Schedule (Supplies)).
- 1.2 Table C-1 and Table C-2 also:
 - a. identify those Milestones that are Stop Payment Milestones;
 - b. set out those Supplies in relation to which ownership will pass to the Commonwealth in accordance with clause 6.8.1b(i) of the COC (where applicable); and
 - c. identify those Supplies which will or will not be subject to Acceptance for the purposes of clause 6.8 of the COC, including (where applicable) any applicable Supplies that form part of a Milestone in Table C-1.
- 1.3 The Milestone Criteria (entry and exit) applying to Table C-1 are defined in clause 2 and Table C-3. In the event of an inconsistency, the delivery dates specified in this schedule have precedence over dates specified elsewhere in the Contract.

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Note to drafters: Ensure that prior to issuing the Request for Tender (RFT):

- a. *the list of Milestones and associated entry or exit criteria in the following table are updated to align with the specific requirements of the Contract, particularly the SOW; and*
- b. *the Milestones that the Commonwealth wishes to have treated as Stop Payment Milestones are identified in the table.*

The identification of Stop Payment Milestones should be undertaken in conjunction with the identification of Milestones against which Liquidated Damages would apply in Attachment D. Commercial advice should be sought to ensure that a commercially sound payment and remedies regime is identified.

Also, drafters are to ensure that prior to the Effective Date:

- a. *delivery details for all of the Supplies (particularly Support System elements such as progressive and discrete quantities of Spares, S&TE, computers, Facilities, and other resources and Supplies associated with Australian Industry Activities) are clearly specified so as to effectively accommodate Acceptance activities. Some Supplies will readily be cross-referenced and managed in accordance with Milestones under Table C-1 (including any applicable Supplies that form all or part of a Milestone) whereas other Supplies may not, and need to have delivery details clearly specified in accordance with Table C-2; and*
- b. *for each Milestone in Table C-1, corresponding entry and exit criteria are included in Table C-3.*

If either Earned Value Management (EVM) or Defence-Required Australian Industry Capabilities (DRAICs) are included in the draft SOW, drafters should refer to the draft Attachment C in ASDEFCON (Strategic Materiel) for additional Milestones and associated entry or exit criteria for inclusion in the following tables.

Table C-1: Milestone Schedule

ID	Milestone	Milestone Date (in months)	Stop Payment (Y or N)	Description of Applicable Supplies	Delivery Location	Acceptance Required (Y or N)	Will Ownership Transfer to the Commonwealth (Y or N)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	ED	0 – complete					
	SRR						
	SDR						
	PDR						
	DDR						
	PPR						
	TRR #1						

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ID	Milestone	Milestone Date (in months)	Stop Payment (Y or N)	Description of Applicable Supplies	Delivery Location	Acceptance Required (Y or N)	Will Ownership Transfer to the Commonwealth (Y or N)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	TRR #2						
	TRR #n						
	Subsystem FAT #1						
	Subsystem FAT #2						
	Subsystem FAT #n						
	System FAT						
	TNGRR						
	FACRR						
	SAT #1						
	SAT #2						
	SAT #n						
	Acceptance #1						
	Acceptance #2						
	Acceptance #n						
	Mission System #1 FCA						
	Mission System #1 PCA						
	Mission System #1 SAA						
	Mission System #1 Acceptance						
	Mission System #n Acceptance						
	[...]						
	FA						

ATTACHMENT C

Notes on Table C-1:

- a. **ID:** A unique line item number.
- b. **Milestone:** Milestone name or abbreviation. If linked to a Contract (Support) event, include the Concurrent Contract Milestone number (eg, CCM #1).
- c. **Milestone Date:** The date for achievement of the Milestone, for example, at the conclusion of the final meeting for a Mandated System Review that spans several days. The Milestone Date is scheduled relative to the Effective Date or another major Milestone.
- d. **Stop Payment:** Is this Milestone a Stop Payment Milestone in accordance with clause 7.8 of the COC?
- e. **Description of Applicable Supplies:** Identify / list the Supplies that are to be delivered and/or Accepted as part of the applicable Milestone.
- f. **Delivery Location:** Location(s) for the Milestone activity and the delivery of associated Supplies, where applicable.
- g. **Acceptance Required:** Identify whether or not the Applicable Supplies in column e will be subject to Acceptance – yes or no (Y or N).
- h. **Ownership Transfer:** Supplies Accepted at this Milestone will be transferred into Commonwealth ownership in accordance with clause 6.11.1a of the COC – yes or no (Y or N).

Note to drafters: Prior to contract signature, drafters are to update Table C-2 including appropriate cross-referencing to applicable Milestones.

Table C-2: Delivery Schedule (Supplies)

Other Supplies	Delivery Date (in months)	Delivery Location	Acceptance Required (Y or N)	Will Ownership Transfer to the Commonwealth (Y or N)
(a)	(b)	(c)	(d)	(e)
[INSERT DETAILS REGARDING ITEMS OF SUPPLIES]	[INSERT DETAILS REGARDING ITEMS OF SUPPLIES]	[INSERT DETAILS REGARDING ITEMS OF SUPPLIES]		
[INSERT DETAILS REGARDING ITEMS OF SUPPLIES]	[CROSS-REFERENCE TO MILESTONE WHERE RELEVANT]	[CROSS-REFERENCE TO MILESTONE WHERE RELEVANT]		
[INSERT DETAILS REGARDING ITEMS OF SUPPLIES]	[CROSS-REFERENCE TO KEY PROJECT PLAN WHERE RELEVANT]	[CROSS-REFERENCE TO KEY PROJECT PLAN WHERE RELEVANT]		
[SPARES]	In accordance with Approved RSPL	In accordance with Approved RSPL		

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Other Supplies	Delivery Date (in months)	Delivery Location	Acceptance Required (Y or N)	Will Ownership Transfer to the Commonwealth (Y or N)
(a)	(b)	(c)	(d)	(e)
[PACKAGING]	In accordance with Approved PACKPL	In accordance with Approved PACKPL		
[TECHNICAL DATA]	In accordance with Approved SSTDL	In accordance with Approved SSTDL		
[TRAINING EQUIPMENT]	In accordance with Approved TEL	In accordance with Approved TEL		
[TRAINING MATERIALS]	In accordance with Approved TML	In accordance with Approved TML		
[S&TE]	In accordance with Approved S&TEPL	In accordance with Approved S&TEPL		
[FACILITIES]	[CROSS-REFERENCE TO MILESTONE]	[CROSS-REFERENCE TO MILESTONE]		
Data items specified in the SOW	In accordance with the CDRL	In accordance with the CDRL		

Notes on Table C-2:

- a. **Other Supplies:** A brief description or title that identifies the other Supplies.
- b. **Delivery Date:** Scheduled date(s) for the delivery of the other Supplies, in months after the Effective Date or applicable Milestone. Where applicable, refer to the location in the Contract or the applicable Approved data item where this information can be found.
- c. **Delivery Location:** Location(s) for the delivery of the other Supplies. Where applicable, refer to the location in the Contract or the applicable Approved data item where this information can be found.
- d. **Acceptance Required:** Identify whether or not the other Supplies are subject to Acceptance – yes or no (Y or N).
- e. **Ownership Transfer:** Supplies Accepted will be transferred into Commonwealth ownership in accordance with clause 6.11.1a of the COC – yes or no (Y or N).

ATTACHMENT C

2. SCHEDULE OF MILESTONE CRITERIA – ENTRY AND EXIT

Note to drafters: The Schedule of Milestone Criteria – Entry and Exit should be tailored to suit project-specific needs. The schedule is to accurately define the scope of the relevant Milestone, noting that, when a Milestone Payment is attached to a particular Milestone, the exit criteria are used to determine whether or not payment can actually be made. Milestone Payments should not be listed here but be listed in the Schedule of Payments at Annex B to Attachment B. By way of example, entry and exit criteria are provided below. For instance, the exit criteria for the ED Milestone might be further tailored to include the following project-specific subordinate criteria:

- a. lodgement of requisite securities by the Contractor;
- b. Acceptance or Approval (as relevant) of all data items scheduled in the CDRL for delivery and Commonwealth action (ie, Acceptance or Approval) at ED; and
- c. finalisation of Contractor insurance details.

Note to tenderers: Table C-3 will consist of an amalgamation of the information contained in TDR D-3, this draft annex, the successful tenderer's response, and any negotiated adjustments.

- 2.1 Table C-3 sets out the Milestone criteria – entry and exit that will be used by the Commonwealth to validate whether:
- a. the Contractor may formally commence, and legitimately make claims in relation to, achievement of work on elements comprising a given Milestone; and
 - b. a given Milestone has been achieved.

Table C-3: Schedule of Milestone Criteria – Entry and Exit

MILESTONE	MILESTONE CRITERIA	
	ENTRY CRITERIA	EXIT CRITERIA
(a)	(b)	(c)
Effective Date (ED)		<ul style="list-style-type: none"> Contract signature Delivery to the Commonwealth of securities and deeds, in accordance with clauses 7.4, 7.5 and 7.7 of the COC CCP approval / Acceptance / Approval (as applicable) of all CDRL items scheduled for delivery prior to or at ED (for CDRL items subject to CCP approval, Acceptance or Approval)

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MILESTONE	MILESTONE CRITERIA	
	ENTRY CRITERIA	EXIT CRITERIA
(a)	(b)	(c)
System Requirements Review (SRR)	<ul style="list-style-type: none"> Entry criteria in the Approved governing plan and the Contract met 	<ul style="list-style-type: none"> Exit criteria in the Approved governing plan and the Contract met Acceptance/Approval (as applicable) of all data items scheduled for delivery prior to or at SRR (for data items subject to Acceptance or Approval) Delivery of all data items scheduled for delivery prior to or at SRR (for data items subject to Review)
System Definition Review (SDR)	<ul style="list-style-type: none"> Entry criteria in the Approved governing plan and the Contract met 	<ul style="list-style-type: none"> Exit criteria in the Approved governing plan and the Contract met Acceptance/Approval (as applicable) of all data items scheduled for delivery prior to or at SDR (for data items subject to Acceptance or Approval) Delivery of all data items scheduled for delivery prior to or at SDR (for data items subject to Review)
Preliminary Design Review (PDR)	<ul style="list-style-type: none"> Entry criteria in the Approved governing plan and the Contract met 	<ul style="list-style-type: none"> Exit criteria in the Approved governing plan and the Contract met Acceptance/Approval (as applicable) of all data items scheduled for delivery prior to or at PDR (for data items subject to Acceptance or Approval) Delivery of all data items scheduled for delivery prior to or at PDR (for data items subject to Review)
Detailed Design Review (DDR)	<ul style="list-style-type: none"> Entry criteria in the Approved governing plan and the Contract met Proposed updates to the Technical Data and Software Rights (TDSR) Schedule received 	<ul style="list-style-type: none"> Exit criteria in the Approved governing plan and the Contract met Acceptance/Approval (as applicable) of all data items scheduled for delivery prior to or at DDR (for data items subject to Acceptance or Approval) Delivery of all data items scheduled for delivery prior to or at DDR (for data items subject to Review)
Provisioning Preparedness Review (PPR)	<ul style="list-style-type: none"> Entry criteria in the Approved governing plan and the Contract met 	<ul style="list-style-type: none"> Exit criteria in the Approved governing plan and the Contract met Acceptance/Approval (as applicable) of all data items scheduled for delivery prior to or at PPR (for data items subject to Acceptance or Approval) Delivery of all data items scheduled for delivery prior to or at PPR (for data items subject to Review)
Test Readiness Review (TRR) # 1 - #n	<ul style="list-style-type: none"> Entry criteria in the Approved governing plan and the Contract met 	<ul style="list-style-type: none"> Exit criteria in the Approved governing plan and the Contract met Acceptance/Approval (as applicable) of all data items scheduled for delivery prior to or at TRR (for data items subject to Acceptance or Approval) Delivery of all data items scheduled for delivery prior to or at TRR (for data items subject to Review)

ATTACHMENT C

MILESTONE	MILESTONE CRITERIA	
	ENTRY CRITERIA	EXIT CRITERIA
(a)	(b)	(c)
Subsystem Factory Acceptance Test (FAT) #1 - #n	<ul style="list-style-type: none"> Exit criteria for TRR met for the Subsystem FAT 	<ul style="list-style-type: none"> Exit criteria in the Approved governing plan and the Contract met Acceptance/Approval (as applicable) of all data items scheduled for delivery prior to or at Subsystem FAT, including any associated objective evidence, reports and minutes for the Subsystem FAT (for data items subject to Acceptance or Approval) Delivery of all data items scheduled for delivery prior to or at Subsystem FAT, including any associated objective evidence, reports and minutes for the Subsystem FAT (for data items subject to Review)
System Factory Acceptance Test (SFAT) #1 - #n	<ul style="list-style-type: none"> Exit criteria for TRR met for the SFAT 	<ul style="list-style-type: none"> Exit criteria in the Approved governing plan and the Contract met Acceptance/Approval (as applicable) of all data items scheduled for delivery prior to or at SFAT, including any associated objective evidence, reports and minutes for the SFAT (for data items subject to Acceptance or Approval) Delivery of all data items scheduled for delivery prior to or at SFAT, including any associated objective evidence, reports and minutes for the SFAT (for data items subject to Review)
Training Readiness Review (TNGRR)	<ul style="list-style-type: none"> Entry criteria in the Approved governing plan and the Contract met 	<ul style="list-style-type: none"> Exit criteria in the Approved governing plan and the Contract met Acceptance/Approval (as applicable) of all data items scheduled for delivery prior to or at TNGRR (for data items subject to Acceptance or Approval) Delivery of all data items scheduled for delivery prior to or at TNGRR (for data items subject to Review)
Facilities Readiness Review (FACRR)	<ul style="list-style-type: none"> Entry criteria in the Approved governing plan and the Contract met 	<ul style="list-style-type: none"> Exit criteria in the Approved governing plan and the Contract met Acceptance/Approval (as applicable) of all data items scheduled for delivery prior to or at FACRR (for data items subject to Acceptance or Approval) Delivery of all data items scheduled for delivery prior to or at FACRR (for data items subject to Review)
System Acceptance Test (SAT) #1 - #n	<ul style="list-style-type: none"> Exit criteria for TRR met for the SAT 	<ul style="list-style-type: none"> Exit criteria in the Approved governing plan and the Contract met Acceptance/Approval (as applicable) of all data items scheduled for delivery prior to or at SAT, including any associated reports objective evidence, and minutes for the SAT (for data items subject to Acceptance or Approval) Delivery of all data items scheduled for delivery prior to or at SAT, including any associated objective evidence, reports and minutes for the SAT (for data items subject to Review)

ATTACHMENT C

MILESTONE	MILESTONE CRITERIA	
	ENTRY CRITERIA	EXIT CRITERIA
(a)	(b)	(c)
Acceptance #1 - #n (for Supplies subject to Acceptance, other than the Mission System or Support System)	<ul style="list-style-type: none"> Delivery to the Commonwealth of the Supplies Acceptance Certificate and other supporting evidence (as required) for the Supplies being offered for Acceptance in accordance with clause 6.5 of the COC Approval of all Applications for a Deviation applicable to the Supplies being offered for Acceptance 	<ul style="list-style-type: none"> Approval of the Supplies Acceptance Certificate for the Supplies being offered for Acceptance
Mission System Acceptance #1 - #n	<ul style="list-style-type: none"> Exit criteria in the Approved governing plan(s) and the Contract for SAA met Delivery to the Commonwealth of the Supplies Acceptance Certificate and other supporting evidence (as required) for the Mission System(s) being offered for Acceptance in accordance with clause 6.5 of the COC Approval of all Applications for a Deviation applicable to the Mission System(s) being offered for Acceptance 	<ul style="list-style-type: none"> Approval of the Supplies Acceptance Certificate for the Mission System(s) being offered for Acceptance
Functional Configuration Audit (FCA)	<ul style="list-style-type: none"> Entry criteria in the Approved governing plan and the Contract met 	<ul style="list-style-type: none"> Exit criteria in the Approved governing plan and the Contract met Acceptance/Approval (as applicable) of all data items scheduled for delivery prior to or at FCA (for data items subject to Acceptance or Approval) Delivery of all data items scheduled for delivery prior to or at FCA (for data items subject to Review)
Physical Configuration Audit (PCA)	<ul style="list-style-type: none"> Entry criteria in the Approved governing plan and the Contract met 	<ul style="list-style-type: none"> Exit criteria in the Approved governing plan and the Contract met Acceptance/Approval (as applicable) of all data items scheduled for delivery prior to or at PCA (for data items subject to Acceptance or Approval) Delivery of all data items scheduled for delivery prior to or at PCA (for data items subject to Review)
Final Acceptance (FA)		<ul style="list-style-type: none"> The Commonwealth Representative has certified the Final Acceptance Certificate in accordance with clause 6.6 of the COC.

ATTACHMENT D

LIQUIDATED DAMAGES (CORE)

Note to drafters: The LD Amounts in clause 1.1 are to exclude GST.

Note to tenderers: Attachment D will consist of an amalgamation of this attachment, the successful tenderer's response and any negotiated adjustments.

1. FOR FAILURE TO ACHIEVE DELIVERY (CORE)

Note to drafters: Drafters are to include here:

- a. the relevant Milestones to which liquidated damages are to be applied;
- b. the rate of liquidated damages and/or the formulae for its calculation (not including any adjustments as per clause 2.1 below); and
- c. any other specific conditions which are to apply in addition to the formula for variation of LD Amounts set out below.

- 1.1 For each Milestone listed in an item below, the LD Amount applicable to that Milestone is the amount set out in the corresponding column for that item.

Item	Milestone	LD Amount
(a)	(b)	(c)
1		
2		

- 1.2 The LD Amounts are GST exclusive.

2. ADJUSTMENT TO LIQUIDATED DAMAGES (CORE)

- 2.1 The LD Amounts in clause 1.1 shall be subject to adjustment in accordance with the following formula:

$$A = LD \times \frac{CPI_i}{CPI_o} - LD$$

where:

- A = adjustment;
- LD = value of the relevant LD Amount at the Base Date;
- CPI_i = the CPI number for the quarter ending immediately before the date on which the LD Amounts are paid to the Commonwealth; and
- CPI_o = the CPI number for the quarter containing the Base Date.

- 2.2 In this Attachment D, 'CPI' means the Consumer Price Index, All Groups, weighted average of eight capital cities published by the Australian Bureau of Statistics (ABS), or if that Index is no longer published by the ABS, the index published by the ABS in substitution for that Index.

- 2.3 To avoid doubt, if the Commonwealth elects to accept compensation in lieu of liquidated damages under clause 10.6 of the COC (as the case may be), the value of the compensation to which the Commonwealth shall be entitled is equivalent to the LD Amount that would otherwise be payable to the Commonwealth in respect of the relevant Milestone, as varied by the formulae set out in clause 2.1.

OFFICIAL
ATTACHMENT E

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

Note to Drafters: This Attachment E consists of the following annexes:

- a. Government Furnished Material (GFM); and***
- b. Government Furnished Services (GFS).***

ANNEX A TO ATTACHMENT E

GOVERNMENT FURNISHED MATERIAL (OPTIONAL)

Note to drafters: Drafters should provide details of any Commonwealth Mandated GFM and non-mandated GFM prior to release of the RFT.

If, in addition to the licence terms provided under of clause 5.5.2 of the draft COC, further restrictions apply to:

- c. the use of Technical Data and Software within the GFM, due to restrictions or limitations on the relevant Intellectual Property rights - these are to be identified in column (f); and***
- d. GFM that is subject to Export Approvals (ie, foreign export controls such as International Traffic in Arms Regulations) - these are to be identified in column (h).***

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

- <http://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/A0841422-C25A-4D54-9020-87FC33242AED>.***

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

Note to tenderers: Attachment E will consist of an amalgamation of this attachment, the successful tenderer's response to TDR E-10, and any negotiated adjustments.

Non-mandated GFM will include GFM proposed by the Commonwealth and included in the RFT and GFM proposed by the Contractor and included in TDR E-10, as negotiated between the Commonwealth and the successful tenderer.

1. GOVERNMENT FURNISHED MATERIAL

1.1 Table E-1 sets out the Government Furnished Material (GFM) provided by the Commonwealth to the Contractor under the Contract, divided into:

- a. Commonwealth Mandated GFM (Government Furnished Equipment (GFE) and Government Furnished Data (GFD)) that the Contractor is required to use in the production of, or to incorporate into, the Supplies in accordance with the Contract; and
- b. non-Mandated GFM (Government Furnished Information (GFI) and all other GFM that is not Commonwealth Mandated GFM).

ANNEX A TO ATTACHMENT E

Table E-A-1: Government Furnished Material

Item Description	Reference/Part Number	Qty	Delivery Date and Location	Return Date and Location	Time Period for Inspection	Technical Data and Software Restrictions (if applicable)	Contractor to Own New IP in GFM (Yes/No)	Export Approval Restrictions (if applicable)	Comments/Intended Purpose
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
Commonwealth Mandated GFM - GFE									
Commonwealth Mandated GFM - GFD									
Non-mandated GFM - GFI									
All other non-mandated GFM									

Notes: Table E-A-1:

- a. Item Description:** A description of the item of GFM.
- b. Reference/Part Number:** A reference, part number, document number, or other identifier that clearly identifies the item of GFM.
- c. Quantity:** The quantity of the item of GFM to be delivered by the Commonwealth.

ANNEX A TO ATTACHMENT E

- d. **Delivery Date and Location:** The date on and location at which the item of GFM is to be delivered by the Commonwealth.
- e. **Return Date and Location:** The date on and location at which the item of GFM is to be returned to the Commonwealth.
- f. **Time Period for Inspection:** The period within which the Contractor is required to inspect the item of GFM and notify the Commonwealth in accordance with clause 3.12.1 of the SOW.
- g. **Technical Data and Software Restrictions:** Any restrictions on the Technical Data or Software within an item of GFM that is in addition to the licence terms granted by the Commonwealth under clause 5.6 of the COC (if applicable).
- h. **Contractor to Own New IP in GFM:** A declaration of whether or not the IP created under the Contract or a Subcontract with respect to the item of GFM is to be owned by the Contractor pursuant to clause 5.1.4 of the COC.
- i. **Export Approval Restrictions:** Any restrictions derived from Export Approvals to which an item of GFM is subject to (if applicable).
- j. **Comments/Intended Purpose:** The purpose for which the item of GFM is provided to the Contractor and any comments that are supplementary to the information provided in columns (a) to (i).

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

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

Table E-A-2: Restrictions

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

ANNEX B TO ATTACHMENT E

GOVERNMENT FURNISHED SERVICES

Note to drafters: Provide details of any Commonwealth GFS prior to release of the RFT.

If access to the Defence information systems is to be provided, refer to the Defence ERP System website for release dates:

- <https://www.defence.gov.au/business-industry/industry-capability-programs/enterprise-resource-planning-program>

Note to tenderers: Annex B will consist of an amalgamation of TDR E-10, this draft Annex and the successful tenderer's response.

2. GOVERNMENT FURNISHED SERVICES

2.1 Table E-B-1 and Table E-B-2 set out the Government Furnished Services (GFS) provided by the Commonwealth to the Contractor under the Contract, divided into:

- Commonwealth Mandated GFS that the Contractor is required to use for the production of the Supplies in accordance with the Contract and, where specified, only for the intended purpose; and
- non-Mandated GFS.

Table E-B-1: Commonwealth Mandated GFS

Commonwealth Mandated GFS Item	Date(s) of Delivery of GFS and Period Required	Comments / Conditions of Access / Intended Purpose
DPN Sponsorship, Provisioning & Access	From ED through until FA	To enable access to mandated Defence information systems and electronically-available Referenced Documents, GFI, GFD and eForms (eg, AE527), which are available through the DPN.
Mandated Defence Information System Access	From ED through until FA	To enable the Contractor to undertake SOW requirements, which require use of Mandated Defence Information Systems.
Mandated Defence Information System Training	As required in accordance with the SOW.	To enable the Contractor to undertake SOW requirements, which require use of Mandated Defence Information Systems.

Note to tenderers: Non-mandated GFS will include GFS proposed by the Commonwealth and included in the RFT and GFS proposed by the Contractor and included in TDR E-10, as negotiated between the Commonwealth and the successful tenderer.

Table E-B-2: Non-Mandated GFS

Non-Mandated GFS Item	Dates of Delivery of GFS	Comments / Conditions of Access / Intended Purpose

ATTACHMENT F

AUSTRALIAN INDUSTRY CAPABILITY (CORE)

Note to drafters: Where the expected value of the Contract will not exceed \$20 million, drafters may use the AIC provisions from ASDEFCON (Complex Materiel) Volume 1 in lieu of the below clauses.

Note to tenderers: Attachment F will consist of an amalgamation of information contained in this draft attachment, the successful tenderer's response to TDRs G, and any negotiated adjustments including, if applicable, additional Australian Industry Activities (AIAs). AIAs are a contractual mechanism to implement specific Industrial Capabilities, such as activities that contribute to Sovereign Defence Industrial Priorities (SDIPs) identified in the Defence Industry Development Strategy (DIDS)). The Australian Industry Capability Guide for ASDEFCON provides further explanation of AIAs.

1.1 Purpose

Note to drafters: Amend the following clauses to suit the scope of this Attachment.

- 1.1.1 This Attachment sets out the following Australian Industry Capability (AIC) Obligations:
- a. the Australian Industry Activities (AIAs) that are to be performed, which include:
 - (i) the Industrial Capabilities to be established within Australian Entities, in whole or in part, under the Contract; and
 - (ii) other elements of the work to be performed by Australian Industry and/or the Supplies that are to be provided by Australian Industry (as applicable); and
 - b. the Australian Contract Expenditure (ACE) Measurement Points and the Prescribed ACE Percentage to be achieved at each of the ACE Measurement Points.
- 1.1.2 The Sovereign Defence Industrial Priorities (SDIPs) and associated Detailed SDIPs applicable to the Contract are (in no particular order):
- a. [...INSERT NAME OF AN APPLICABLE SDIP...], for which the following Detailed SDIPs are applicable:
 - (i) [...IDENTIFY APPLICABLE DETAILED SDIP...]; and
 - (ii) [...IDENTIFY APPLICABLE DETAILED SDIP...]; and
 - b. [...INSERT ANY ADDITIONAL SDIP AND ASSOCIATED DETAILED SDIPS...].
 - (i) ; and
 - b. . [...INSERT ANY ADDITIONAL SDIP AND ASSOCIATED DETAILED SDIPS...].

2 DEFENCE-REQUIRED AUSTRALIAN INDUSTRIAL CAPABILITIES (OPTIONAL)

Note to drafters: Within a contract, DRAICs specify requirements relating to Sovereign Defence Industrial Priorities (SDIPs) (including Detailed SDIPs) and/or other initiatives to create, enhance or maintain key Industrial Capabilities that enable ADF Capability. DRAICs are also subject to Verification and Acceptance. If DRAICs are to be included in the draft Contract, drafters should incorporate the applicable clauses here from Attachment F of the ASDEFCON (Strategic Materiel) template. Additionally, tender data requirements will need to be added to Annex G to Attachment A to the COT, and DRAIC planning and management requirements will be required in the SOW. If including DRAICs, it is important that all related aspects are included in the draft Contract. Refer to the AIC Guide for ASDEFCON for further information.

2.1 Not Used

3 REQUIRED ACTIVITIES TO BE PERFORMED BY AUSTRALIAN INDUSTRY (RFT CORE)

Note to drafters: The intent of this clause is to set out activities, which are either linked to SICP/CIC requirements or to particular Industrial Capabilities of interest to Defence, including in relation to Sovereignty, to ensure that the Contract includes the obligations for this work to be

ATTACHMENT F

undertaken by Australian Industry. An example may be that the Contractor must ensure that the design of the Mission System or a key part of the Mission System is undertaken in Australia by Australian Industry. Another example may be that the Contractor must undertake all procurement in Australia to ensure that supply chains are Australian-based and/or maximise the opportunities for Australian Industry to be part of the Contractor's supply chain to enhance Sovereignty.

The following clauses should not be used when the Commonwealth needs to specify complex Industrial Capabilities in detail, which would then be subject to Verification and Acceptance (under the proposed Contract or a subsequent Contract (Support)) to confirm that the required Industrial Capabilities have been created or enhanced. AIAs such as these should be addressed by including them as DRAICs under the preceding clause.

If the Commonwealth does not need to specify any required activities be performed by Australian Industry, clauses 3.2 and 3.3 may be retained in draft form in order to include any suitable AIAs proposed by the successful tenderer (refer to TDR G-1.1). Drafters should also review the notes to tenderers for the needs of the draft Contract and, if applicable, identify any SICPs/CICs that the Commonwealth would expect tenderers to address in response to TDR G-1.1. In such cases, the note to tenderers in clause 3.2 may be relocated below the heading of clause 3.2.

3.1 Planning and Implementation

- 3.1.1 The Contractor shall further define, plan and implement the required activities to be performed by Australian Industry described under this clause 3, in accordance with the Contract.

3.2 Required Activities

Note to drafters: Amend the following clause (and repeat the clause as necessary) to define AIAs that are required activities to be performed by Australian Industry as a contractual obligation (but which are not DRAICs). Each description should define 'what' activities are required to be performed; the Contractor will define 'how' they are implemented in the AIC Plan.

Notwithstanding, the required activities must have sufficient detail so that the outcomes being sought by the Commonwealth are clear, and that the activities can be properly scoped by tenderers for resources and pricing purposes. Requirements should be written in outcome terms and should be verifiable by simple measurement or observation / audit, to enable confirmation that the activities are being performed, once the Contract is underway.

DO NOT include 'objectives' or generic requirements in these clauses (eg, to 'maximise participation') as these are unworkable as Essential AIC Obligations (refer COC clause 4.2).

Required activities may include specific arrangements for collaborative security partnerships, export programs, and/or enduring strategic partnerships with tier 2 suppliers, when required by the Project Execution Strategy (PES).

- 3.2.1 The Contractor shall ensure that the following activities for [...INSERT TITLE OF FIRST REQUIRED ACTIVITY...] are undertaken by Australian Industry:
- a. [...INSERT DETAILS OF FIRST REQUIRED ACTIVITY TO ENSURE THAT OUTCOMES AND SCOPE ARE CLEAR, INCLUDING CROSS-REFERENCING TO ANY APPLICABLE SICPs/CICs...]; and
 - b. [...INSERT ADDITIONAL DETAILS UNTIL THE REQUIRED ACTIVITY IS FULLY DESCRIBED...].

Note to drafters: Retain the following clause for the purposes of the RFT. It may be updated during negotiations to capture any AIAs proposed by the preferred tenderer that are of value to Defence.

Note to tenderers: Where the preferred tenderer's AIC response (to TDR G) identifies activities (as 'Opportunities to Enhance AIC') that are considered beneficial to be identified as AIAs, these

ATTACHMENT F

may be incorporated during negotiations into this clause 3.2, using the following clause (repeated as necessary).

- 3.2.2 The Contractor shall ensure that the following activities for (...INSERT TITLE OF REQUIRED ACTIVITY...) are undertaken by Australian Industry:
- (...INSERT DETAILS OF FIRST REQUIRED ACTIVITY TO ENSURE THAT OUTCOMES AND SCOPE ARE CLEAR, INCLUDING CROSS-REFERENCING TO ANY APPLICABLE SICPs/CICs...); and
 - (...INSERT ADDITIONAL DETAILS UNTIL THE REQUIRED ACTIVITY IS FULLY DESCRIBED...).

3.3 Other Requirements for Australian Industry

Note to drafters: The intent of this clause is to capture any other elements of the draft Contract that are to be undertaken by Australian Industry, but which do not have the complexity that would require them to be classified as a DRAIC or a required activity under clause 3.2. If applicable, these other requirements are to be listed under clause 3.3.1 (otherwise, clause 3.3.1 may be retained pending tender responses). Drafters should consider the following aspects when amending this clause for the RFT:

a. These elements are likely to be provided by lower-tier Subcontractors / suppliers, particularly Small-to-Medium Enterprises (SMEs).

b. These 'other requirements' could be mandated by Government or offered by a preferred tenderer. Examples include the use of Australian steel for construction, use of an Australian-developed product, or use of specialised services (eg, for cyber security).

Other requirements may be based on the preferred tender, to capture elements of the offer that the Commonwealth wants to include as an easily specified AIC Obligation.

c. Unless specific direction applies, this clause is to facilitate market competition to the extent practicable (consistent with Commonwealth Procurement Rules, whether or not the rules in Division 2 apply). Drafters should not refer to specific products or Subcontractors in the RFT but instead use generic terms (eg, use 'Australian steel' as opposed to 'BlueScope steel'). Drafters should not include any Commonwealth Mandated Government Furnished Material (GFM) in this clause.

DO NOT include 'objectives' or generic requirements in these clauses (eg, to 'maximise participation') as these are unworkable as Essential AIC Obligations (refer COC clause 4.2).

These requirements must be specific, have a clearly defined scope, and able to be objectively verified under any resultant Contract.

Note to tenderers: The Commonwealth expects that the tenderer's AIC response (ie, to TDR G) identifies additional procurements / activities that may be incorporated into this clause 3.3, using the following clause (repeated as necessary) to capture the tenderer's proposal(s).

- 3.3.1 In addition to the requirements of clause 3.2, the Contractor shall ensure that the following other requirements are also performed by Australian Industry:
- [...INSERT DETAILS OF FIRST OTHER REQUIREMENT TO BE PERFORMED BY AUSTRALIAN INDUSTRY...]; and
 - [...INSERT ADDITIONAL DETAILS UNTIL ALL OTHER REQUIREMENTS TO BE PERFORMED BY AUSTRALIAN INDUSTRY ARE IDENTIFIED...].

4 ACE MEASUREMENT

4.1 ACE Measurement Points and Prescribed ACE Percentages.

Note to drafters: ACE Measurement Points in Table F-1 should match those in clause 7 of draft Attachment B. . If the proposed Contract will be high value and is likely to exceed 10 years in

ATTACHMENT F

duration, then Prescribed ACE Percentages may be requested as part of the tender, in which case, refer to the AIC Guide for ASDEFCON for an alternative note to tenderers.

Note to tenderers: Tenderers are not required to propose Prescribed ACE Percentages in their tender (other than in respect of the final ACE Measurement Point). The preferred tenderer(s) during ODIA / contract negotiations will need to calculate ACE Percentages for Table B-1 of draft Attachment B and propose Prescribed ACE Percentages derived from these calculated ACE Percentages for inclusion in Table F-1 (below), noting they may not necessarily be the same. Subject to negotiations, the final Prescribed ACE Percentage in Table F-1 will be the overall Prescribed ACE Percentage tendered in response to Annex G to Attachment A to the COT. Refer also to clause 7 of draft Attachment B for further information.

- 4.1.1 Table F-1 sets out the ACE Measurement Points and the Prescribed ACE Percentages in respect of each ACE Measurement Point.

Table F-1: ACE Measurement Points and Prescribed ACE Percentages

ACE Measurement Point	Prescribed ACE Percentage
	()%
	()%
	()%

ATTACHMENT G

TECHNICAL DATA AND SOFTWARE RIGHTS (TDSR) SCHEDULE

Note to drafters: Prior to RFT release drafters are to:

- a. ensure that the TD and Software requirements addressing the Materiel System's Life of Type requirements, relating to licensing and ownership) are those reflected in the Description of Requirements and the SOW;**
- b. determine and specify whether the Commonwealth requires ownership of IP in TD and Software (ie, Commonwealth TD and Commonwealth Software); and**
- c. where applicable, identify in the TDSR Schedule any items or equipment (at a product, system, subsystem or component level) where potential restrictions proposed by a tenderer will not be acceptable to the Commonwealth.**

The examples contained in each annex are to be removed prior to RFT release and system-specific information must be inserted where necessary. Information regarding the conduct of a Commonwealth Technical Data Requirements Analysis (TDRA) can be found in the [CASG Handbook \(E&T\) 12-2-003 Technical Data Management](#).

Further information on clause 5 of the draft COC and the TDSR Schedule can be found in the ASDEFCON Technical Data and Intellectual Property Commercial Handbook which is available at:

<https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance/intellectual-property-framework>

Note to tenderers: Attachment G and its annexes define any restrictions on the TD and Software rights granted under any resultant Contract and provide additional information for the purposes of the TD and Software provisions under any resultant Contract. Attachment G does not define restrictions on GFM.

Attachment G and its annexes will consist of an amalgamation of information contained in this draft Attachment G, the successful tenderer's response to TDR C-5 and any negotiated adjustments.

- 1.1 Attachment G consists of the following Annexes:
 - A. Delivery and Licence Restrictions on Use of TD and Software (Core);
 - B. Key Commercial Items (Core);
 - C. Commonwealth TD and Commonwealth Software (Core);
 - D. Excluded Parties (Core);
 - E. Patents, Registrable Designs and Circuit Layouts (Core);

ANNEX A TO ATTACHMENT G

DELIVERY AND LICENCE RESTRICTIONS ON USE OF TD AND SOFTWARE (CORE)

Note to drafters: Drafters should, after considering Life of Type requirements for the Materiel System (particularly for restrictions on sustainment activities and any future support contracts) and for the scope of the draft Contract, and after conducting a TDRA, identify and list (whether in TDR C-5 or in a note to tenderers in column (f) of the table below) any restrictions that the Commonwealth considers would not be acceptable for inclusion in this Annex A.

The Commonwealth must carefully consider TD and Software requirements before agreeing to include any restrictions in this Annex A that will limit:

- a. the Licence the Commonwealth receives under clause 5.2.3b(ix) of the draft COC; or***
- b. delivery requirements under clause 5.13 of the draft COC.***

Note to tenderers: In addition to the information provided in this Annex A, tenderers should note any guidance provided in TDR C-5 in relation to specific restrictions that are considered to be unacceptable to the Commonwealth. In responding, tenderers are to identify any proposed restrictions on:

- a. the Commonwealth's sublicensing rights in respect of TD and Software under clause 5.2.3b(ix) of the draft COC (columns (f) and (g)); and***
- b. the Commonwealth's rights to require delivery of TD for the purposes of clause 5.13 of the draft COC (columns (e) and (g)). Restrictions will only be included in column (e) where tenderers have justified the basis for the restricted delivery requirements for the relevant TD or Software. These restrictions will only be agreed if the Commonwealth considers that delivery of the item to the Commonwealth is not required.***

If TD or Software currently exists that will be incorporated into Commonwealth TD or Commonwealth Software, tenderers are to list the TD or Software in this Annex A and include a reference to the relevant Unique Line Item Description of the Commonwealth TD or Commonwealth Software from Annex C and insert in column (d).

For any item of TD or Software that is subject to restrictions on delivery to the Commonwealth, the recipient of the TD or Software is the person identified in the Approved Support System Technical Data List (SSTD L) or Approved Software List, as applicable

ANNEX A TO ATTACHMENT G

Unique Line Item Description	Owner or Licensor	System/ Subsystem/ Component/ CI Name	Description of TD or Software (and refer to Unique Line Item Description from Annex C, if appropriate)	Restrictions on Commonwealth's rights to the delivery of the TD or Software (Yes / No) (COC, clause 5.13) If yes, specify identity of recipient(s) or nature of the restrictions in column (f)	Restrictions on Commonwealth's rights to Use or to grant a Sublicence of the TD or Software (COC, clause 5.2.3b(ix))	Justification for Restriction(s)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
F-A-1	Contractor	Helicopter Landing System	Aircraft structural loads and certification data	No	Licences do not include right to grant sublicences for the purpose of a third party upgrading the Supplies.	This data requires access to competitively sensitive data.
F-A-2	Contractor	Combat Management System	Mission Planning Software	No	Licences do not include right to grant sublicences for the purpose of modifying, developing or upgrading the Software without the prior written consent of XYZ Pty Ltd.	This data requires access to competitively sensitive data.
F-A-3	Contractor	Communications System	Business Process Manual	Yes - no right of delivery to Commonwealth, but Contractor will provide directly to a Subcontractor recipient where necessary.	N/A	Contains competitively sensitive data that are trade secrets and not required to utilise this Capability as envisaged under the Contract. Contractor will directly provide to a recipient where necessary.
F-A-4	EW Pty Ltd (Approved Subcontractor)	Combat Management System	Electronic Warfare Source Code	Yes - no right of delivery to Commonwealth, but Contractor will provide directly to a subcontractor recipient where necessary.	N/A	Not required to utilise this Capability as envisaged under the Contract. Contractor will directly provide to a recipient where necessary.
F-A-5	Contractor	Combat Management System	Electronic Warfare Test and configuration	Yes - no right of delivery to Commonwealth, but Contractor will provide	N/A	Not required to utilise this Capability as envisaged under the Contract.

ANNEX A TO ATTACHMENT G

			Software (ew.test.exe)	directly to a subcontractor recipient where necessary.		Contractor will directly provide to a recipient where necessary.
F-A-6	Contractor	Communications System	Diagram of crypto device operations on page 3 of XYZ-41 operations manual. (See also item F- C-1 in Annex C)	No	Licences do not include a right to grant sublicences for the purposes of research and development or studies conducted by third parties.	The diagram includes descriptions of sensitive information integral to the unique operation of the crypto device that would provide a competitive advantage to other crypto device makers.

ANNEX B TO ATTACHMENT G

KEY COMMERCIAL ITEMS (CORE)

Note to drafters: The Commonwealth's rights to Use Commercial TD and Commercial Software relating to a Key Commercial Item must be identified by tenderers and proposed in responding to this Annex B. Where possible, this should be done prior to contract execution or as soon as possible after the supply of the Commercial Item to the Commonwealth.

Note to tenderers: Tenderers are to list all items of Commercial TD or Commercial Software related to a Key Commercial Item in accordance with clause 5.3 of the draft COC, and specify the terms applicable to the licence proposed to be granted for the item. The tenderer may complete column (f) by reference to other documents from which those terms are ascertainable.

Unique Line Item Description	Description of Key Commercial Item System/ Subsystem/ Component/CI Name	Description of related TD or Software (including version number and use)	Details of Approved Subcontractor or relevant Related Body Corporate	Owner or Licensor	Licence Terms
(a)	(b)	(c)	(d)	(e)	(f)
F-B-1	Hydrographic System	XYZ Software V8.5 used in Support System	Microvision Pty Ltd.	Microvision Pty Ltd.	Same terms as per clause 5.3 except no permission to grant a sublicense to ABC Pty Ltd.
F-B-2	Helicopter Landing System	Maintenance Manual for Helicopter Landing System	Safe Landing Pty Ltd.	Safe Landing US Inc.	Terms and conditions are as detailed at www.safelanding.com/manuals/HLS/terms and conditions.aspx as at 1 July 2018. The Commonwealth must pay to Safe Landing US Inc. an annual licence fee of \$3,000.00 starting 2 years after Final Acceptance as notified to the Commonwealth on 1 July 2018.

ANNEX C TO ATTACHMENT G

COMMONWEALTH TD AND COMMONWEALTH SOFTWARE (CORE)

Note to drafters: Other than any IP created within updates to GFI and GFD, or changes to GFE (including Software provided as GFE), the Commonwealth's default position is to not own IP created under any resultant Contract or Subcontract. However, in limited cases for national security and / or strategic interest reasons, the Commonwealth can require ownership of IP in specific items of TD or Software by including / describing the TD or Software (applicable to that system) in this Annex C prior to RFT release.

For any TD or Software that is listed in this annex, ownership of any new IP in that TD or Software is assigned to the Commonwealth or its nominee under clause 5.1.3 of the draft COC. Column (d) should describe the category in sufficient detail as to enable the identification of TD or Software that comes within the relevant category. Column (b) is to include a cross reference to the Approved Support System Technical Data List (SSTDL) or Approved Software List, where the relevant TD or Software is to be listed in greater detail.

Note to tenderers: Tenderers are to identify in column (d) of this Annex C, the categories or types of TD or Software relating to each item of Supplies shown below in column (c). For each item of TD or Software that falls within the category listed in column (d), the ownership of IP relating to that item created under or in connection with the Contract will be assigned to the Commonwealth. The relevant TD or Software is referred to as Commonwealth TD or Commonwealth Software (as applicable).

If any Commonwealth TD and Commonwealth Software contains IP owned by the Tenderer or a proposed Subcontractor (being IP in existence prior to Effective Date or created outside the Contract and Subcontracts), the Contractor is to grant a licence to the Commonwealth of that IP under clause 5.2 of the draft COC (subject to any proposed restrictions listed in Annex A). Tenderers should note that such restrictions should not prevent the use of the Commonwealth TD or Commonwealth Software as provided for in the Contract (see clause 5.16.1b of the draft COC).

This Annex does not deal with licences of GFM that are provided by the Commonwealth to the Contractor (see clause 5.5 of the draft COC and Attachment E).

Unique Line Item Description	Item Reference within SSTDL / Software List	Equipment/ System/ Subsystem/ Component/ CI Name	Category of TD or Software	Name of Assignee	Restrictions on non-Commonwealth owned IP (refer Unique Line Item Description from Annex B if required)	Restrictions on licences granted by the Commonwealth under clause 5.4.2 of the COC
(a)	(b)	(c)	(d)	(e)	(f)	(g)
F-C-1	ABC #1299	Communication System	Cryptographic software and manuals.	Commonwealth	Contractor owns IP in crypto diagrams. For restrictions see item F-B-6 of Annex B.	The Contractor may use solely for the purpose of installation and configuration on XYZ subsystem and must not sublicense any of the IP in the Technical Data (see also Part B).
F-C-2	ABC #1976	Hydrographic System	XYZ environmental operations manual.	Commonwealth	Nil	The Contractor may use solely for the purpose of installation and configuration on XYZ subsystem and

ANNEX C TO ATTACHMENT G

						must not sublicense any of the IP in the Software.
F-C-3	ABC #1982	Combat Management System	Operation and maintenance manuals for XYZ combat management system.	ABC Pty Ltd (via the Commonwealth).	Nil	The Contractor may use solely for the purpose of installation and configuration on XYZ subsystem and must not sublicense any of the IP in the Technical Data.

ANNEX D TO ATTACHMENT G

EXCLUDED PARTIES

Note to drafters: Listing parties as Excluded Parties means they cannot be engaged by the Commonwealth as Commonwealth Service Providers for the purposes of the Contract. The effect of this is that the Commonwealth is not entitled to grant these parties the broad Sublicences at clauses 5.2.3a and 5.6.1b(i) of the draft COC. However, Excluded Parties may still be granted Sublicences under clauses 5.2.3b, 5.2.3c, 5.6.1b(ii) or 5.6.1b(iii). The Commonwealth's preference is that there are no Excluded Parties. In most cases, there will be no need for Excluded Parties because the TDSR Schedule enables the tenderer to protect specific TD or Software that it considers sensitive. For further guidance on the impact of listing parties as Excluded Parties, see Chapter 5 of the ASDEFCON Technical Data and Intellectual Property Commercial Handbook which is available at:

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

Note to tenderers: The Commonwealth has broad rights to grant a sublicense in respect of TD, Software and Contract Material to a Commonwealth Service Provider at clauses 5.2.3a and 5.6.1b(i) of the draft COC. The listing of Excluded Parties will only be agreed to by the Commonwealth in exceptional circumstances, due to the administrative and operational constraints for the Commonwealth arising from listing a party in this annex. Specifying that a party is an Excluded Party does not mean that the Commonwealth cannot sublicense to that person if they are engaged in another capacity (for example, to provide maintenance or upgrade services to the Commonwealth) and such sublicensing is not restricted in Annex A or B. For further guidance, see Chapter 5 of the ASDEFCON Technical Data and Intellectual Property Commercial Handbook which is available at:

<https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/intellectual-property-framework>.

1.1 The following parties are excluded from being Commonwealth Service Providers for the purposes of the Contract:

Unique Line Item Description	Excluded Party (a party must be capable of being clearly identified by the Commonwealth)	Period of Restriction (must not be perpetual)	Justification for Non-Disclosure Restriction
(a)	(b)	(c)	(d)
Example: F-D-1	XYZ Pty Ltd	5 years from Effective Date	XYZ Pty Ltd is a direct competitor of the Contractor in relation to the Mission System. If XYZ Pty Ltd is granted a licence as a Commonwealth Service Provider, it will have access to the design and performance characteristics of the Mission System without specific restrictions on the use or disclosure of the TD. This will cause significant harm to the Contractor's competitive advantage and the Contractor's ability to generate revenue from other customers in relation to the Mission System.

ANNEX E TO ATTACHMENT G

ANNEX E – PATENTS, REGISTRABLE DESIGNS AND CIRCUIT LAYOUTS (CORE)

Note to tenderers: Tenderers are to identify any restrictions that will limit the licences granted to the Commonwealth in relation to a Patent, Registrable Design or Circuit Layout (in accordance with clause 5.18 of the draft COC). A full description of the relevant Supplies, TD or Software that contains the Patent, Registrable Design or Circuit Layout protection must be included.

Unique Line Item Description	Supplies containing a Patent, Registrable Design or Circuit Layout (pending or registered)	Type of IP (Patent, Registrable Design or Circuit Layout)	Owner / IP Applicant	Application / Registration No (if applicable)	Countries or regions of permitted use	Restriction
(a)	(b)	(c)	(d)	(e)	(f)	(g)
F-E-1	Signal Integrator Manual (Method of Signal Capture)	Patent	XYZ Pty Ltd	AU 01 233 323232	Australia only	The Commonwealth may not make an integrated circuit from the plans contained in the manual for a period of 3 years.
F-E-2	Signal Integrator Device	Circuit Layout	XYZ Pty Ltd	N/A	Australia and United States only	The Commonwealth may not disclose the device to a third party for a period of 5 years.

ATTACHMENT H

SCHEDULE OF APPROVED SUBCONTRACTORS (CORE)

Note to drafters: Update the following table to list the Approved Subcontractors identified in accordance with the conditions in clause 11.9 of the COC. A Subcontractor may be required to execute an Approved Subcontractor Deed in relation to Intellectual Property rights or if the Approved Subcontractor will be considered to be an AIC Subcontractor. Refer to clause 11.9 of the COC to determine if the Subcontractor will be required to execute an Approved Subcontractor Deed.

Note to tenderers: Attachment H will consist of an amalgamation of TDR A-3, the successful tenderer's response and any negotiated adjustments.

Table H-1: Schedule of Approved Subcontractors

Approved Subcontractor (ABN/ACN if applicable)	Work to be Subcontracted (including technical significance)	CWBS reference	Australian Industry Activity references (if applicable)	Equipment / Supplies	Location of work to be performed (incl postcode)	Subcontract value \$A	Is an Approved Subcontractor Deed (ASD) required, and reason? (see clause 11.9 of COC)			Comments/ Exclusions
							IP rights (clauses 2 and 4 of the ASD) (Yes/No)	AIC Subcontractor (clause 5 of the ASD) (Yes/No)	Other (specify in comments) (Yes/No)	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
ANZ Subcontractors										
XYZ Pty Ltd (ABN 123456789012)	Supply of Comms Storage Cabins			For integration into Subsystem X		\$xxx	No	No	No	SOW clause x.x - software performance measurement requirement not applicable to this Subcontract because there is no software development involved
ABC Pty Ltd (ABN 1232345678901)	Supply of Comms system			For integration into Subsystem X		\$YM	Yes	Yes	No	Subcontractor is performing work integral to the development of a new Industrial Capability for communications software support
Overseas Subcontractors										

ATTACHMENT H

ATTACHMENT I

AGREED DEEDS AND FORMS (CORE)

1.1 Attachment I consists of the following Annexes:

- A. Approved Subcontractor Deed (Core)
- B. Final Acceptance Certificate (Optional)
- C. Contract Change Proposal Deed (Core)
- D. Bank Guarantee (RFT Core)
- E. Deed of Guarantee and Indemnity (RFT Core)
- F. Confidentiality Deed Poll (Core)
- G. AIC Compliance Certificate (Core)

ANNEX A TO ATTACHMENT I**APPROVED SUBCONTRACTOR DEED (RFT CORE)**

This Deed is made on **[INSERT DATE]**

BETWEEN

The Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312
(‘the Commonwealth’)

AND

[INSERT NAME OF COMPANY] [INSERT ACN/ARBN AND ABN AS APPLICABLE] a company duly incorporated under the laws of **[INSERT JURISDICTION]** and having its registered office at **[INSERT DETAILS]** **(‘the Approved Subcontractor’)**.

RECITALS

- A.** The Commonwealth has entered into a Contract **(INSERT CONTRACT NUMBER)** dated **(INSERT DATE)** **(‘the Contract’)** with **(INSERT NAME OF CONTRACTOR AND ACN/ARBN AND ABN AS APPLICABLE)** **(‘the Contractor’)** for the supply of **(INSERT BRIEF DESCRIPTION)**.
- B.** The Contractor has entered into a contract **(INSERT CONTRACT NUMBER)** dated **(INSERT DATE)** **(‘the Approved Subcontract’)** with the Approved Subcontractor for the supply of **(INSERT BRIEF DESCRIPTION)**.
- C.** The Approved Subcontractor has agreed to provide the commitments set out in this Deed in favour of the Commonwealth in relation to the Approved Subcontract.

AGREED TERMS

ANNEX A TO ATTACHMENT I

1 INTERPRETATION

Note to drafters: The definitions at clause 1.1 below should be reviewed for currency and relevancy prior to both the RFT release and the Effective Date of this deed.

1.1 Definitions (Core)

1.1.1 In the interpretation of this Deed, unless the contrary intention appears:

"ACE Measurement Points" has the meaning given in the Approved Subcontract.

"ACE Measurement Rules" means method for calculating Australian Contract Expenditure and Imported Contract Expenditure as prescribed by the *ACE Measurement Rules*, August 2021.

"AIC Obligations" means the obligations of the Approved Subcontractor under the Approved Subcontract relating to AIC and for the avoidance of doubt includes the obligation to comply with the Subcontractor AIC Plan.

"Approved Subcontract" means the Approved Subcontract identified in the recitals and includes any amendments to the Approved Subcontract.

"Approved Subcontract Material" means information, other than Technical Data (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 or in connection with the Approved Subcontract.

"Approved Subcontractor Personnel" means the officers, employees and agents of the Approved Subcontractor and includes employees, officers or agents of a subcontractor to the Approved Subcontractor.

"Audit" 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.

"Australian Contract Expenditure" has the meaning given in the ACE Measurement Rules.

"Australian Entity" means:

- a. a company registered under the *Corporations Act 2001* (Cth) or a company registered under the *Companies Act 1993* (New Zealand);
- b. a body corporate, partnership, joint venture or association formed or incorporated in Australia or New Zealand; or
- c. a foreign-owned company in Australia or New Zealand, and which has a registered body number (ie, ARBN or NZRBN),

carrying on business through a permanent establishment in Australia or New Zealand, including as evidenced though employment and the conduct of business operations in Australia or New Zealand.

"Australian Industry" means Australian Entities that perform work in Australia or New Zealand.

"Circuit Layout" means a circuit layout that is protected under the *Circuit Layouts Act 1989* (Cth) or the corresponding laws of any other jurisdiction.

"Claim" 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 or court).

"Commercial Item" means an item that is:

- a. available to the general public or in the market for defence goods and services for supply on standard commercial terms; and
- b. able to be used for its intended purpose under the Approved Subcontract without development or modification (except for any minor modification or reconfiguration that is necessary and commonly required to install the item).

"Commercial Software" means Software that is:

ANNEX A TO ATTACHMENT I

- a. a Commercial Item; or
- b. supplied, without further development or modification, as a part of, or in conjunction with a Commercial Item under the standard commercial terms applicable to that item; or
- c. Free and Open Source Software.

"Commercial TD" means TD that is:

- a. a Commercial Item; or
- b. supplied, without further development or modification, as a part of, or in conjunction with a Commercial Item or Commercial Software under the standard commercial terms applicable to that item or Software.

"Commercialise" means, in respect of the Commonwealth or any of its sublicensees, to exploit the Intellectual Property (IP) in TD, Approved Subcontract Material or Software in return for payment of a Royalty or a commercial return to the Commonwealth or the sublicensee.

"Commonwealth Contractor" means a person (other than the Contractor, the Approved Subcontractor or a subcontractor of either of them) engaged by the Commonwealth to provide goods or services to the Commonwealth.

"Commonwealth EVPR" means the Commonwealth Earned Value Performance Report (EVPR) to be provided by the Approved Subcontractor to the Commonwealth, which is substantially in the form of the Contractor EVPR with financial data at the cost level, not at the price level (ie, all costs are those incurred by the Approved Subcontractor, not those incurred by the Contractor).

"Commonwealth Officer" means any of the following:

- a. a Minister of State for the Commonwealth;
- b. a person employed or engaged under the *Public Service Act 1999* (Cth) or the *Members of Parliament (Staff) Act 1984* (Cth);
- c. a person who is included in Defence Personnel; and
- d. a member of the Australian Federal Police.

"Commonwealth Property" means property of any kind (including government furnished material) owned or leased by, or in the possession of, the Commonwealth.

"Commonwealth Personnel" means Commonwealth Officers, Defence Personnel, and any other agents of the Commonwealth.

"Commonwealth Service Provider" 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:

- a. professional, administrative, contract management or project management services to Defence; or
- b. technical management or assurance services, including verification and validation, safety, certification, security or capability development,

but does not include Excluded Parties.

"Commonwealth Software" means:

- a. any Software of the type described in Annex C to the TDSR Schedule in respect of an item of Supplies specified in that annex; and
- b. any developments, modifications or improvements to that Software.

"Commonwealth TD" means:

- a. any TD of the type described in Annex C to the TDSR Schedule in respect of an item of Supplies specified in that annex; and
- b. any developments, modifications or improvements to that TD.

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"Confidential Information" means:

- a. any information provided by the Approved Subcontractor that is identified in Schedule 3; and
- b. any other information:
 - (i) that is commercially sensitive (not generally known or ascertainable);
 - (ii) the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and
 - (iii) that was provided with an express or implied understanding that it would remain confidential,

but does not include information that:

- c. is or becomes public knowledge other than by breach of this Deed;
- d. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or
- e. has been independently developed or acquired by the receiving party.

"Contractor EVPR" means the EVPR required to be provided by the Approved Subcontractor to the Contractor in accordance with the Approved Subcontract.

"Contractor Managed Commonwealth Assets" or "CMCA" means any item of Commonwealth Property subject to inventory and stock control that is in the care, custody or control of the Approved Subcontractor or Approved Subcontractor Personnel for the purposes of the Approved Subcontract.

"Contractor Personnel" means the officers, employees and agents of the Contractor.

"Copyright" 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.

"Defect" means:

a defect, fault (including a fault which results in a Failure), damage, malfunction or omission in the Supplies, including in relation to:

- a. operation, performance or functionality of the Supplies; or
- b. design manufacture, workmanship or materials,

and 'Defective' has a corresponding meaning.

Without limiting the above, Supplies are defective if they do not conform to the requirements of the Approved Subcontract. A defect, fault, damage, malfunction or omission is not a Defect to the extent that it results from fair wear and tear.

"Defence" means the Department of Defence and/or the Australian Defence Force.

"Defence Personnel" 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.

"Defence Purpose" means a purpose related to any of the following:

- a. the defence and defence interests of Australia;
- b. the national security of Australia;
- c. the provision of aid or assistance in respect of an emergency or disaster (whether natural or otherwise); and
- d. peacekeeping or peace enforcement activities.

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"Effective Date" means the date on which this Deed is signed by the parties, or if signed on separate days, the date of the last signature.

"Environment" in the context of environmental management, means any of the following:

- a. ecosystems and their constituent parts;
- b. natural and physical resources;
- c. the qualities and characteristics of locations, places and areas;
- d. noise; and
- e. the social, economic, aesthetic and cultural aspects of a thing mentioned in paragraphs a, b or c.

"Excluded Party" means a party identified as such in Annex D to the TDSR Schedule.

"Failure" means the inability of a system or component to perform its required functions within specified performance requirements. The fault tolerance discipline distinguishes between a human action (a mistake), its manifestation (a hardware or software fault), the result of the fault (a failure), and the amount by which the result is incorrect (the error).

"Free and Open Source Software" means Software that:

- f. is distributed on a free to use basis without a requirement to pay a Royalty or other fee; and
- g. may be used, modified, developed or adapted by any person subject to specified conditions,

and includes open source Software, public domain Software, shareware, community source Software and freeware.

"Imported Contract Expenditure" has the meaning given in the ACE Measurement Rules.

"Industry Capability" means the ability, resulting from the employment of business, commercial and industry resources, to provide particular goods and/or services. An industry 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 industry capability may be required, and 'Industry Capabilities' has a corresponding meaning.

"Intellectual Property" or "IP" means all present and future rights conferred by law in or in relation to any of the following:

- a. Copyright;
- b. rights in relation to a Circuit Layout, Patent, Registrable Design or Trade Mark (including service marks); and
- c. 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.

"Key Commercial Item" means a Commercial Item listed (or required to be listed) in Annex B to the TDSR Schedule.

"Latent Defect" means a Defect that:

- a. was not discoverable by reasonable care or inspection before Acceptance of the Supplies (or if the Contract does not provide for Acceptance of the Supplies, Final Acceptance), as the case may be; and
- b. other than in relation to Software, falls outside the incidence of random Failures to be expected of Supplies of the relevant kind.

"Licence" means a non-exclusive licence of IP in respect of TD, Software, or Approved Subcontract Material, being a licence that:

- a. is fully paid-up and does not require any additional payment by the licensee, including by way of Royalty or any other fee;

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- b. cannot be revoked or terminated by the owner for any reason except upon expiration of a statutory protection term;
- c. operates in perpetuity without any action required on the part of the licensee to renew or extend the licence;
- d. operates on a world-wide basis; and
- e. binds each successor in title to the owner of the IP in respect of the TD, Software or Approved Subcontract Material.

"Loss" means any liability, loss (including economic loss), damage, compensation, costs and expenses.

"Moral Rights" means any of the following:

- a. a right of attribution of authorship;
- b. a right not to have authorship falsely attributed; or
- c. a right of integrity of authorship.

"Patent" 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.

"Quality" means the degree to which a set of inherent characteristics fulfils requirements.

"Registrable Design" means a design able to be protected under the *Designs Act 2003* (Cth) or the corresponding laws of any other jurisdiction.

"Request" means a request for tender, proposal, quotation or information or similar request for the provision of goods or services to the Commonwealth.

"Royalty" 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.

"Software" 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 and applications, but excludes Source Code.

"Source Code" means the expression of Software in human readable form which is necessary to understand, maintain, modify, correct and enhance that Software.

"Subcontractor AIC Plan" means the Approved Subcontractor's AIC Plan developed, delivered and updated by the Approved Subcontractor and approved by the Contractor in accordance with the Approved Subcontract.

"Sublicence" means, in respect of a Licence of IP granted to the Commonwealth under clause 2.2.2, a sublicence of that IP on terms that comply with the requirements of clause 2.3 of this Deed.

"Supplies" means goods and services required to be supplied under or in connection with the Approved Subcontract and includes items acquired in order to be incorporated in the Supplies. A reference to Supplies is also a reference to:

- a. each item of Supplies;
- b. a component of a system or subsystem comprised of Supplies; and
- c. such a system or subsystem itself.

"Surveillance" 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).

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"TDSR Schedule" means Schedule 1 of this Deed.

"Technical Data" or "TD" means technical or scientific data, know-how or information, reduced to a material form (whether stored electronically or otherwise) in relation to the Supplies, 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 Source Code.

"Trade Mark" means a trade mark protected under the *Trade Marks Act 1995* (Cth) or corresponding laws of any other jurisdiction.

"Use" means, in relation to a licence of any TD, Software or Approved Subcontract Material granted to a licensee, to:

- a. use, reproduce, adapt and modify the TD, Software or Approved Subcontract Material in accordance with the licence; and
- b. disclose, transmit and communicate the TD, Software or Approved Subcontract Material:
 - (i) to the licensee's employees, officers and agents; and
 - (ii) to a sublicensee under a sublicense granted in accordance with the licence.

"Verification" 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" and "Verified" have corresponding meanings.

"Working Day", in relation to the doing of an action in a place, means any day in that place other than:

- a. a Saturday, Sunday or public holiday; and
- b. any day within the two-week period that starts on:
 - (i) the Saturday before Christmas Day; or
 - (ii) if Christmas Day falls on a Saturday, Christmas Day.

1.2 Interpretation (Core)

1.2.1 In this Deed, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of the Deed;
- b. the singular includes the plural and vice versa;
- c. a reference to one gender includes any other;
- d. a reference to a person includes a body politic, body corporate or a partnership;
- e. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the end of the next Working Day;
- f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- g. a reference to a clause includes a reference to a subclause of that clause;
- h. a reference to a "dollar", "\$", "\$A" or "\$AUD" means the Australian dollar;
- i. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the Effective Date, or alternatively, a reference to another version of the document if agreed in writing between the parties;
- j. the word "includes" in any form is not a word of limitation; and

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- k. a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of the Deed.

1.3 Precedence (Core)

- 1.3.1 Unless expressly provided for, the terms of this Deed prevail over the provisions of any Schedule to this Deed to the extent of any inconsistency.

1.4 Survival (Core)

- 1.4.1 The rights and obligations created under or in connection with this Deed survive the termination or expiry of the Contract or the Approved Subcontract.

2 TECHNICAL DATA AND SOFTWARE (OPTIONAL)

Note to drafters: If the Approved Subcontractor is not providing significant IP in items of TD or Software (ie, clause 11.9.3.c (and possibly 11.9.3d(i)) of the COC does not apply to the Approved Subcontractor but other parts of clause 11.9.3 of the COC do apply), then clause 2 will not be necessary and may be deleted and marked 'Not Used'. If the Approved Subcontractor is providing significant IP in items of TD or Software (ie, clause 11.9.3c and possibly 11.9.3d.(i) of the COC do apply to the Approved Subcontractor), then all of clause 2 is a requirement of this deed.

2.1 Ownership of Intellectual Property

- 2.1.1 Nothing in this Deed affects the ownership of IP, except as expressly contemplated in this clause 2.1.
- 2.1.2 The parties agree that all IP created under or in connection with the Approved Subcontract in respect of Commonwealth TD and Commonwealth Software that is delivered or required to be delivered as part of the Supplies, is assigned to the Commonwealth (or its nominee) immediately upon its creation.

2.2 TD and Software

- 2.2.1 This clause 2.2 applies to all TD and Software delivered or required to be delivered to the Contractor or any other person under the Approved Subcontract, other than:
- Commonwealth TD and Commonwealth Software to the extent that clause 2.4 applies; and
 - Commercial TD or Commercial Software to which clause 2.3 applies.
- 2.2.2 The Approved Subcontractor grants to the Commonwealth (or shall ensure the Commonwealth is granted) a Licence in respect of all TD and all Software to which this clause 2.2 applies, to:
- Use the TD or Software for any Defence Purpose; and
 - grant a Sublicence in accordance with clauses 2.2.3 and 2.4 to Use the TD or Software.
- 2.2.3 The Commonwealth may grant a Sublicence in respect of all TD and all Software to which this clause 2.1.2 applies, to:
- a Commonwealth Service Provider to Use the TD or Software to enable the Commonwealth Service Provider to perform its obligations, functions or duties to the Commonwealth;
 - any person to Use the TD or Software to do any of the following:
 - installing or configuring the Supplies;
 - physically integrating the Supplies with other systems;
 - operating or maintaining the Supplies;
 - rectifying any Defect in the Supplies;
 - undertaking training in relation to the Supplies;
 - removing or uninstalling the Supplies;

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- (vii) decommissioning or destroying the Supplies;
 - (viii) for the person to respond to a Request to be engaged for any of the above purposes; and
 - (ix) for any other purpose (including to modify and upgrade the Supplies) but subject to the restrictions specified in Annex A to the TDSR Schedule; and
 - c. any person for a purpose referred to in clause 3.1.3.
- 2.2.4 If, when exercising rights under clause 2.2.2, the Commonwealth discloses TD or Software that contains Confidential Information to a third party, the Commonwealth shall ensure that the disclosure of that information is in accordance with clause 3.1.
- 2.2.5 A Licence granted under clause 2.2.2 shall be on terms no less favourable than the terms agreed to with the Contractor for the benefit of the Commonwealth under the Contract.

2.3 Commercial TD and Commercial Software

- 2.3.1 This clause 2.3 applies to all Commercial TD and Commercial Software referred to in clause 2.3.2 that is delivered or required to be delivered to the Contractor or any other person under the Approved Subcontract.
- 2.3.2 The Approved Subcontractor shall ensure that each Commercial Item (and related Commercial TD or Commercial Software) delivered or required to be delivered under the Approved Subcontract is specified as a Key Commercial Item in Annex B to the TDSR Schedule, if the IP in the related Commercial TD or Commercial Software is owned by the Approved Subcontractor, unless otherwise agreed by the Commonwealth in writing.
- 2.3.3 The Approved Subcontractor grants to the Commonwealth a licence in respect of all Commercial TD and all Commercial Software to which this clause 2.3 applies to Use the Commercial TD or Commercial Software, or to grant a sublicense to any person to Use the Commercial TD or Commercial Software, for any of the purposes set out in clauses 2.2.3b(i) to 2.2.3b(viii), and for any other purpose, subject to any restrictions specified in Annex B to the TDSR Schedule for that item.
- 2.3.4 The Approved Subcontractor shall ensure that any licence granted to the Commonwealth in respect of Commercial TD and Commercial Software under this clause 2.3 does not require the Commonwealth to pay a Royalty or other fee (not otherwise included in the Approved Subcontract price) unless the Commonwealth has agreed in writing to the payment.
- 2.3.5 A licence granted under clause 2.3.3 shall be on terms no less favourable than the terms agreed to with the Contractor for the benefit of the Commonwealth under the Contract.

2.4 Commonwealth Sublicences

- 2.4.1 The Commonwealth's right to grant a Sublicence to a person ("**Sublicensee**") in accordance with clause 2.2.2 is subject to the following conditions:
- a. the Sublicence shall only be granted for a Defence Purpose;
 - b. the Sublicence shall include (as a minimum) the same restrictions on Use and sublicensing as are applicable to the Commonwealth;
 - c. the rights granted under the Sublicence shall be limited to the rights that are reasonably necessary to enable the Sublicensee to Use the TD and Software (as applicable) to efficiently perform its obligations, functions or duties to the Commonwealth or a Commonwealth Contractor;
 - d. the rights granted under the Sublicence shall expire when no longer required for the purposes referred to in clause 2.4.1a; and
 - e. any right of the Sublicensee to grant a further sublicense shall be subject to the same conditions as set out in this clause 2.4.
- 2.4.2 The Approved Subcontractor shall ensure that any IP in Commonwealth TD or Commonwealth Software not assigned to the Commonwealth under clause 2.1.2 is specified in Annex C of the TDSR Schedule.

ANNEX A TO ATTACHMENT I**2.5 Approved Subcontractor to deliver TD and Software**

- 2.5.1 The Commonwealth may by notice to the Approved Subcontractor require the delivery to the Commonwealth (or its nominee) of all TD and Software included as part of the Supplies.
- 2.5.2 The Approved Subcontractor shall comply with a notice given under clause 2.5.1. unless compliance with the notice would be inconsistent with any restricted delivery requirements specified in respect of the relevant TD of Software in Annex A of the TDSR Schedule.
- 2.5.3 The Commonwealth shall act reasonably when issuing a notice under clause 2.5.1., including in relation to specifying a time for delivery of the item of TD or Software.

2.6 Patents, Registrable Designs and Circuit Layouts

- 2.6.1 The Approved Subcontractor warrants and shall ensure that a licence is granted or obtained under this Deed for the Commonwealth to exercise any Patent, Registrable Design or Circuit Layout that is necessary to use or support the Supplies.
- 2.6.2 The Approved Subcontractor warrants and shall ensure that any restriction on a right referred to in clause 2.6.1. is specified in Annex E to the TDSR Schedule.

2.7 No Commercialisation

- 2.7.1 A Licence or Sublicence granted in accordance with this clause 2 does not permit the Commonwealth or its sublicensee to Commercialise any IP in the TD or Software.
- 2.7.2 For the avoidance of doubt, clause 2.7 does not prevent the Commonwealth from granting a Sublicence, in accordance with a right granted in this clause 2, to a person for the purpose other than providing goods or services to the Commonwealth for a Defence Purpose.

3 CONFIDENTIAL INFORMATION (CORE)**3.1 Confidential Information (Core)**

Note to drafters: If clause 2 above is not used, delete subclause 3.1.1a and clause 3.1.2, and mark clause 3.1.2 as 'Not Used'.

- 3.1.1 Each party shall ensure that Confidential Information provided by the other party under or in connection with the Deed or identified in Schedule 2 is not disclosed, except to the extent that:
- a. the disclosure is permitted under clause 3.1.3;
 - b. the Confidential Information is in TD or Software and the disclosure is in connection with the exercise of the rights provided for in clause 2; or
 - c. the other party provides its prior written consent to the disclosure (and such consent may be subject to conditions).
- 3.1.2 Each party shall ensure that, before disclosing Confidential Information under clause 3.1.1b, the recipient:
- a. executes a confidentiality deed substantially in the form of Schedule 2; or
 - b. is otherwise subject to an obligation not to disclose the Confidential Information to any other person, which is on terms substantially equivalent to those in Schedule 2.
- 3.1.3 The restriction in clause 3.1.1 does not apply to a disclosure of Confidential Information to the extent that the disclosure is for any of the following purposes:
- a. as required or authorised by law;
 - b. as necessary for the conduct of any legal proceedings arising in connection with the Deed, the Contract or the Approved Subcontract;
 - c. is made by the Commonwealth, a Minister or Parliament in accordance with statutory or portfolio duties or functions, or for public accountability reasons, including following a request by Parliament, a parliamentary committee or a Minister; or
 - d. is to any of the following:

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- (i) a legal adviser, insurer, financier, auditor or accountant of a party, to the extent required to enable them to perform those roles;
 - (ii) a Related Body Corporate for internal management purposes;
 - (iii) any Commonwealth Personnel that need to know the information to undertake their duties or functions;
 - (iv) Contractor Personnel or Approved Subcontractor Personnel that need to know the information to enable the Contractor or Approved Subcontractor to perform their obligations under the Contract or Approved Subcontract; or
 - (v) a Commonwealth Service Provider who needs to know the information to undertake their duties or functions.
- 3.1.4 The Approved Subcontractor shall not, in marking information supplied to the Commonwealth, misuse the term "Confidential Information" or equivalent terms.
- 3.1.5 Subject to clause 3.1.6, the Approved Subcontractor agrees to deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control which contain or relate to any information that is Confidential Information of the Commonwealth on the earlier of:
- a. the date specified in a notice given by the Commonwealth (acting reasonably); and
 - b. the time the documents and other material are no longer required for the purposes of the Approved Subcontract or this Deed.
- 3.1.6 The Approved Subcontractor may retain, and will not be required to return or destroy, any documents containing or relating to Confidential Information of the Commonwealth, where such documents are:
- a. retained in order to comply with any legal, professional or insurance obligations; or
 - b. stored in electronic backups or records that are produced in the normal course of business where it is not reasonably practicable to destroy such backups or records.
- 3.1.7 If the Commonwealth gives a notice under clause 3.1.5a and the Approved Subcontractor has placed or is aware that documents containing the Confidential Information are beyond its possession or control, the Approved Subcontractor shall provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.
- 3.1.8 Subject to clause 3.1.6 the Approved Subcontractor, when directed by the Commonwealth in writing, agrees to destroy any document in its possession, power or control which contain or relate to any Confidential Information of the Commonwealth.
- 3.1.9 Return or destruction of the documents referred to in this clause 3.1 does not release the Approved Subcontractor from its obligations under the Approved Subcontract or this Deed.

4 INDEMNITIES AND WARRANTIES (OPTIONAL)

Note to drafters: If the Approved Subcontractor is not providing significant IP in items of TD or Software (ie, clause 11.9.3c (and possibly 11.9.3d.(i)) of the COC does not apply to the Approved Subcontractor but other parts of clause 11.9.3 of the COC do apply), then clause 4 is not necessary and may be deleted and marked 'Not Used'. If the Approved Subcontractor is providing significant IP in items of TD or Software (ie, clause 11.9.3c and possibly 11.9.3d.(i) of the COC do apply to the Approved Subcontractor), then all of clause 4 is a core requirement of this deed.

4.1 Intellectual Property and Confidentiality Indemnity

- 4.1.1 The Approved Subcontractor shall indemnify the Commonwealth and Commonwealth Personnel in respect of any Loss in connection with a Claim by a third party in respect of the following:
- a. an infringement or alleged infringement of the third party's IP rights (including Moral Rights) arising out of or as a consequence of:

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- (i) an activity permitted or purportedly permitted by or under a licence or assignment of IP rights under or referred to in this Deed; and
 - (ii) a failure by the Approved Subcontractor to grant (or ensure the grant of) a licence or assign (or ensure the assignment of) IP rights under or referred to in this Deed; and
 - b. a breach or alleged breach of any obligation of confidentiality owed to that third party arising out of or as a consequence of any act or omission of the Approved Subcontractor or Approved Subcontractor Personnel.
- 4.1.2 The liability of the Approved Subcontractor under clause 4.1.1 shall be reduced to the extent that the Approved Subcontractor demonstrates that the Loss arose out of or as a consequence of a Commonwealth default.
- 4.1.3 In this clause 4.1:
- “infringement” of a right includes an act or omission that would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 and 96A of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth), or section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement of the right.

4.2 Intellectual Property Warranties

- 4.2.1 The Approved Subcontractor warrants and shall ensure that, in respect of any IP in the TD or Software delivered or required to be delivered as part of the Supplies or under or in connection with this Deed, and as at the time of the delivery to the Contractor or, if delivered directly to the Commonwealth, the Commonwealth, of the relevant TD or Software and after making diligent inquiries:
- a. the IP is licenced to, or owned by, the Commonwealth as required by this Deed;
 - b. the Approved Subcontractor has no notice of any challenge to the validity or enforceability of any of the IP and has no knowledge of any actual or threatened claim or proceeding in relation to any of the IP;
 - c. the Approved Subcontractor is not engaged in litigation, arbitration or other proceedings in relation to any of the IP; and
 - d. there are no proceedings threatened by or against the Approved Subcontractor in relation to any of the IP, and there is nothing that is likely to give rise to any such proceedings.
- 4.2.2 The warranty under clause 4.2 does not apply to the extent that the infringement arises from a failure by the Commonwealth, Commonwealth Personnel or a sublicensee of the Commonwealth to comply with a restriction specified in the TDSR Schedule.

5 AUSTRALIAN INDUSTRY CAPABILITY (OPTIONAL)

Note to drafters: Clause 5, including all subclauses, must be included in the deed when the Approved Subcontractor is an AIC Subcontractor. If clause 5 is included, all subclauses are core and required as part of the deed.

5.1 Subcontractor AIC Plan

- 5.1.1 The Approved Subcontractor acknowledges that the Australian Industry Capability (AIC) objectives for the Contract are to:
- a. within the context of the Commonwealth obtaining value for money, identify and pursue opportunities to maximise the participation of Australian Entities in the performance of the Contract;
 - b. facilitate the creation, enhancement and/or maintenance of Industrial Capabilities within Australia and New Zealand to satisfy the Contract requirements, achieve the ADF capability objectives, and support government's and Defence's goals for Australian Industry, as set out in Defence industry policy; and

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- c. ensure that Australian Industry has the necessary technology, IP rights, TD, know-how and know-why to participate in future development and sustainment work in relation to the materiel system.
- 5.1.2 The Approved Subcontractor's approach and obligations for giving effect to the objectives described in clause 5.1 shall be set out in the Subcontractor AIC Plan, which shall detail the specific activities and other commitments that the Approved Subcontractor will undertake in connection with the performance of the Approved Subcontract.
- 5.1.3 The Approved Subcontractor shall undertake the required activities to comply with the AIC Obligations in accordance with the Approved Subcontract. Without limiting those AIC Obligations, and with the aim of achieving the AIC objectives referred to in clause 5.1, the Approved Subcontractor shall continually:
 - a. identify and promote opportunities for enhancing the quality of Australian Industry participation in the performance of the Approved Subcontract, particularly in relation to developing, enhancing and maintaining Industrial Capabilities;
 - b. monitor and explore opportunities for the increased involvement of Australian Industry in the performance of the Approved Subcontract; and
 - c. liaise with the Contractor in relation to AIC in the performance of the Approved Subcontract and reporting on its performance of the AIC Obligations in accordance with the Approved Subcontract.
- 5.1.4 The Approved Subcontractor shall comply with the Subcontractor AIC Plan.

5.2 Independent AIC Audit Program

- 5.2.1 Without limiting the Commonwealth's rights under clause 6, the Approved Subcontractor acknowledges and agrees that the Approved Subcontractor's compliance with the AIC Obligations may be audited as part of the Commonwealth's Independent AIC Audit Program.
- 5.2.2 Each person conducting the Commonwealth's Independent AIC Audit Program is a person authorised by the Commonwealth for the purposes of clause 6.

5.3 Reporting

- 5.3.1 Within 30 Working Days of the Effective Date, or otherwise on request by the Commonwealth in relation to a proposed Contract Change Proposal to the Contract the Approved Subcontractor shall provide the Commonwealth with a report which provides a breakdown of the Approved Subcontract price to level 4 of the contract work breakdown structure for the Approved Subcontract in respect of each of the following categories, separating amounts in respect of each category into budgeted Australian Contract Expenditure (ACE) and budgeted Imported Contract Expenditure (ICE) (and where reference to a '**Subcontract**' means a subcontract to the Approved Subcontract):
 - a. labour costs (excluding labour provided through a Subcontract);
 - b. materials costs (excluding materials provided through a Subcontract);
 - c. other direct costs¹, including travel and accommodation costs;
 - d. Subcontract costs (inclusive of all subcontractors to the Approved Subcontractor, with the breakdown of the subcontract price into ACE and ICE amounts to be provided for as many subcontractors as necessary, up to a maximum of 5 or to provide visibility of 80% of the total stated subcontract ACE value (whichever results in the smaller number of subcontractors), with all other subcontractors amalgamated and provided as a separate entry, showing consolidated amounts for ACE and ICE;
 - e. indirect costs (including overheads and general administrative costs); and
 - f. all remaining price elements, including management reserve, profit and incentives, as applicable to the Approved Subcontractor's work scope and in relation to subcontracts.

¹ Refer to the CASG Cost Principles regarding the scope of direct costs / direct expenses.
Attachment to Draft Conditions of Contract (V5.2)

ANNEX A TO ATTACHMENT I

- 5.3.2 Within 30 Working Days after the occurrence of an ACE Measurement Point, or otherwise on request by the Commonwealth in relation to a proposed Contract Change Proposal to the Contract, the Approved Subcontractor shall provide the Commonwealth with a report which provides a breakdown of the actual costs incurred in performing the Approved Subcontract up until and including the ACE Measurement Point or the date specified in the Commonwealth's request (as applicable), with this breakdown to be provided to level 4 of the contract work breakdown structure for the subcontract in respect of each of the following categories, separating amounts in respect of each category into ACE and ICE (and where reference to a 'Subcontract' means a subcontract to the Approved Subcontract):
- labour costs (excluding labour provided through a Subcontract);
 - materials costs (excluding materials provided through a Subcontract);
 - other direct costs, including travel and accommodation costs;
 - Subcontract costs (inclusive of all subcontractors to the Approved Subcontractor, with the breakdown of the subcontract price into ACE and ICE amounts to be provided for as many subcontractors as necessary, up to a maximum of 5 or to provide visibility of 80% of the total stated subcontract ACE value (whichever results in the smaller number of Subcontractors), with all other subcontractors amalgamated and provided as a separate entry, showing consolidated amounts for ACE and ICE; and
 - indirect costs (including overheads and general and administrative costs).

6 COMMONWEALTH ACCESS (CORE)

- 6.1.1 During the performance of the Approved Subcontract, the Approved Subcontractor shall, subject to the Commonwealth giving five Working Days' prior notice to the Approved Subcontractor, provide the Commonwealth and any person authorised by the Commonwealth, access to Approved Subcontractors' premises, and to records and accounts in connection with the performance of work under the Approved Subcontract, including the right to copy. However, in the event of an emergency, an accident or incident investigation, a threat to WHS or the Environment, the Commonwealth may require, and the Approved Subcontractor shall provide, immediate access to the premises, records or accounts for any purpose related to such emergency, investigation or threat. The Commonwealth may copy any records or accounts for such purposes.
- 6.1.2 Without limiting clauses 6.1.1 and 6.1.3, the Approved Subcontractor acknowledges and agrees that:
- the Auditor-General has the power under the *Auditor Act 1997* (Cth) to conduct audits (including performance audits) of the Approved Subcontractor in relation to the Approved Subcontract;
 - the Auditor-General may give a copy of, or an extract from, a report on an audit in relation to the Approved Subcontract to any person (including a Minister) who, in the Auditor-General's opinion, has a special interest in the report or the content of the extract; and
 - the Commonwealth may authorise the Auditor-General, or member of the staff of the Australian National Audit Office, to access premises, records and accounts under clause 6.1.1.
- 6.1.3 Without limiting the generality of clause 6.1.1, the purposes for which the Commonwealth or any person authorised by the Commonwealth may require access include:
- inspecting CMCA, attending, conducting or checking stocktakes of CMCA, including viewing and assessing the Approved Subcontractor's inventory control and stocktaking systems, and removing CMCA that is no longer required for the performance of the Approved Subcontract;
 - performing audit and Surveillance activities in relation to Quality;

ANNEX A TO ATTACHMENT I

Option: Include this subclause when the Approved Subcontractor is an AIC Subcontractor.

- c. auditing the Approved Subcontractor's compliance with the AIC Obligations including validating progress in meeting the Subcontractor AIC Plan;
- d. investigating the reasonableness of proposed prices or costs in any CCP submitted to the Contractor under the Approved Subcontract;
- e. investigating:
 - (i) postponement costs claimed;
 - (ii) schedule recovery costs claimed;
 - (iii) cost reimbursement payments;
 - (iv) Defect rectification costs claimed; and
 - (v) any other claims made by the Approved Subcontractor under the Approved Subcontract;
- f. determining whether and to what extent steps should be taken to register or otherwise protect Commonwealth IP;

Option: Include this subclause if clause 2 is included in the deed.

- g. validating the Contractor's compliance with clause 2 and the TDSR Schedule;
- h. auditing raw data, Software, and Source Code for the purpose of validating the Approved Subcontractor's performance under this Deed and the Approved Subcontract;

Option: Include clause 6.1.3i if clause 7 is included in the deed.

- i. performing reviews of the Earned Value Management System;
 - j. without being under any obligation to do so, monitoring the Approved Subcontractor's compliance with any applicable laws or Approved plans in connection with the protection of Work Health and Safety (WHS) or the Environment, including the development and implementation of any systems, policies or procedures related to WHS and environmental compliance as required under the Approved Subcontract;
 - k. assessing the financial viability of the Approved Subcontractor to perform and complete the Subcontract;
 - l. validating progress against the requirements of any approved remediation plan provided by the Contractor under the Contract; and
 - m. such other matters specified in the Approved Subcontract.
- 6.1.4 The Commonwealth shall comply with, and shall require any delegate or person authorised by the Commonwealth to comply with, any reasonable Approved Subcontractor safety and security requirements or codes of behaviour for the premises.

7 EARNED VALUE MANAGEMENT (OPTIONAL)

Note to drafters: Clause 7 must be included when the Approved Subcontractor is required to have an earned value management system (to provide reports on earned value) in accordance with the Approved Subcontract.

- 7.1.1 The Approved Subcontractor shall provide the Commonwealth EVPRs to the Commonwealth at the same time as it provides the Contractor EVPRs to the Contractor (or when otherwise required by the Commonwealth where the Approved Subcontract does not specify timing for the provision of a Contractor EVPR).
- 7.1.2 The Approved Subcontractor and the Commonwealth acknowledge and agree that, where analysis of the Commonwealth EVPRs identifies a variance, which may not have been evident to the Contractor in the Contractor EVPRs, the Commonwealth may discuss this variance with

ANNEX A TO ATTACHMENT I

the Contractor, but the Commonwealth will do so in a manner that does not result in the sharing any of the underlying financial data with the Contractor.

8 LAW**8.1 Goods and Services Tax (Core)**

- 8.1.1 In this clause, 'GST' means a Commonwealth goods and services tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the expressions 'adjustment event', 'taxable supply' and 'tax invoice' have the meaning as in that Act.
- 8.1.2 If a party to this Deed (the "Supplier") makes a taxable supply under this Deed or in connection with any matter or thing occurring under this Deed to another party to this Deed (the "Recipient") and the consideration otherwise payable for the taxable supply does not include GST, the Supplier will be entitled, in addition to any other consideration recoverable in respect of the taxable supply, to recover from the Recipient the amount of any GST on the taxable supply.
- 8.1.3 If the amount paid by the Recipient to the Supplier in respect of GST differs from the GST on the taxable supply (taking into account any adjustment events that occur in relation to the taxable supply), an adjustment shall be made. If the amount paid by the Recipient exceeds the GST on the taxable supply, the Supplier shall refund the excess to the Recipient. If the amount paid by the Recipient is less than the GST on the taxable supply, the Recipient shall pay the deficiency to the Supplier.
- 8.1.4 A party will not be obliged to pay any amount in respect of GST to the other party unless a valid tax invoice has been issued in respect of that GST.

8.2 No Exclusion of Law or Equity (Core)

- 8.2.1 Subject to its terms, this Deed shall not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

8.3 Waiver (Core)

- 8.3.1 Failure by either party to enforce a provision of this Deed shall not be construed as in any way affecting the enforceability of that provision or the Deed as a whole.

8.4 Remedies (Core)

- 8.4.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.
- 8.4.2 Subject to the terms of this Deed, the rights and obligations of the parties under this Deed are in addition to and not in derogation of any other right or obligation between the parties under any other deed or agreement to which they are parties.

8.5 Variation (Core)

- 8.5.1 This Deed may only be varied by written agreement of the parties.

8.6 Applicable Law (Core)

- 8.6.1 The laws of the **[INSERT RELEVANT STATE OR TERRITORY]** apply to this Deed, and the courts of that State or Territory have non-exclusive jurisdiction to decide any matter relating to this Deed.

8.7 Notices (Core)

- 8.7.1 Unless the contrary intention appears, any notice or communication under this Deed shall be effective if it is in writing and sent from and delivered to the relevant party, at the following address:

[INSERT COMMONWEALTH ADDRESS, FAX NUMBER AND EMAIL]

(INSERT APPROVED SUBCONTRACTOR ADDRESS, FAX NUMBER AND EMAIL)

- 8.7.2 A notice or communication is deemed to be delivered:

ANNEX A TO ATTACHMENT I

- a. if sent by pre-paid post, when received at the address;
- b. if hand delivered, when received at the address, or by the addressee if sooner;
- c. if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice, unless within one Working Day after that transmission, the recipient informs the sender that it has not received the entire notice; or
- d. if sent as an email, when the email enters the addressee's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the addressee,

but if the receipt, transmission or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is taken to be received at 9.00am (recipient's local time) on the next Working Day.

ANNEX A TO ATTACHMENT I

SIGNED AS A DEED

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA:

(signature)_____
(print name and position)_____
(date)

In the presence of:

(signature)_____
(print name)_____
(date)

SIGNED SEALED AND DELIVERED for and on behalf of

THE APPROVED SUBCONTRACTOR:

Note for Deed Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:

<http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/%7BEBDAF9B0-2B07-45D4-BC51-67963BAA2394%7D>

This guidance is developed for Commonwealth Personnel and should be used to assess the Approved Subcontractor's execution of the Deed. The Approved Subcontractor should seek its own independent legal advice on its execution of the Deed.

(INSERT APPROPRIATE APPROVED SUBCONTRACTOR'S EXECUTION CLAUSE)

ANNEX A TO ATTACHMENT I

SCHEDULE 1

TD & SOFTWARE RIGHTS (TDSR) SCHEDULE (OPTIONAL)

Note to drafters: This schedule including all of its annexes should be included, and tables populated accordingly, when clause 2 is included in the Approved Subcontractor Deed.

The TDSR Schedule used in this Deed should reflect the restrictions on TD and Software supplied by the Approved Subcontractor and included in the TDSR Schedule to the Contract. If the Approved Subcontractor is engaged before the TDSR Schedule under the Contract is updated to take into account that engagement, a CCP under clause 11.1 of the Contract should be raised to update the TDSR Schedule in the Contract in conjunction with the execution of this Deed.

- 1.1 This Schedule consists of the following Annexes:
- a. Annex A – Delivery and Licence Restrictions on Use of TD and Software;
 - b. Annex B – Key Commercial Items;
 - c. Annex C – Commonwealth TD and Commonwealth Software;
 - d. Annex D – Excluded Parties; and
 - e. Annex E – Patents, Registrable Designs and Circuit Layouts.

ANNEX A TO ATTACHMENT I

SCHEDULE 1

ANNEX A – DELIVERY AND LICENCE RESTRICTIONS ON USE OF TD AND SOFTWARE (CORE)

Note to Tenderers: This table should reflect Annex A in the TDSR Schedule for the Contract, in respect of TD and Software provided by the Approved Subcontractor.

Unique Line Item Description	Owner or Licensor	System/ Subsystem/ Component/ CI Name	Description of TD or Software subject to Restriction (refer Unique Line Item Description from Annex C if appropriate)	Restricted Delivery Arrangements? (Yes/No) If yes, specify identity of recipient(s) or nature of the restrictions in column (g)	Restrictions on Commonwealth rights to Use or Sublicense the TD or Software	Justification for Restriction (s)
(a)	(b)	(c)	(d)	(e)	(f)	(g)

ANNEX A TO ATTACHMENT I
SCHEDULE 1

ANNEX B– KEY COMMERCIAL ITEMS (CORE)

Note to tenderers: This table should reflect Annex B in the TDSR Schedule for the Contract, in respect of Commercial Items required to be delivered by the Approved Subcontractor and for which the Approved Subcontractor owns the IP in the related Commercial TD or Commercial Software (which should also be listed). The terms applicable to the licence proposed to be granted for the item are also to be specified. The tenderer may complete column (d) by reference to other documents from which those terms are ascertainable.

Unique Line Item Description	Description of Key Commercial Item System/ Subsystem/ Component/CI Name	Description of related Commercial TD or Commercial Software (including version number and use)	Licence Terms
(a)	(b)	(c)	(d)

ANNEX A TO ATTACHMENT I

ANNEX C – COMMONWEALTH TD AND COMMONWEALTH SOFTWARE (CORE)

Note to Tenderers: This table should reflect Annex C in the TDSR Schedule for the Contract, in respect of Commonwealth TD and Commonwealth Software that will be created by the Approved Subcontractor.

Unique Line Item Description	Item References within SSTDL / Software List	Equipment System/ Subsystem/ Component/CI Name	Category of TD or Software	Name of Assignee	Restrictions on non-Commonwealth owned IP (refer Unique Line Item Description from Annex A if required)	Restrictions on licences granted by the Commonwealth to Commonwealth TD or Commonwealth Software
(a)	(b)	(c)	(d)	(e)	(f)	(g)

ANNEX A TO ATTACHMENT I
SCHEDULE 1

ANNEX D – EXCLUDED PARTIES (CORE)

Note to Tenderers: This table should reflect Annex D in the TDSR Schedule for the Contract, to the extent that Excluded Parties have been identified by the Approved Subcontractor.

Unique Line Item Description	Excluded Party (party must be capable of being clearly identified by the Commonwealth)	Period of Restriction (must not be perpetual)	Justification for Non-Disclosure Restriction
(a)	(b)	(c)	(d)

ANNEX A TO ATTACHMENT I

ANNEX E – PATENTS, REGISTRABLE DESIGNS AND CIRCUIT LAYOUTS (CORE)

Note to Tenderers: This table should reflect the equivalent table under Annex E of the TDSR Schedule for the Contract, in respect of restrictions on a Patent, Registrable Design or Circuit Layout provided by the Approved Subcontractor.

Unique Line Item Description	Supplies containing a Patent, Registrable Design or Circuit Layout (pending or registered)	Type of IP (Patent, Registrable Design or Circuit Layout)	Owner / IP Applicant	Application / Registration No (if applicable)	Countries or regions of permitted use	Restrictions
(a)	(b)	(c)	(d)	(e)	(f)	(g)

SCHEDULE 1

ANNEX A TO ATTACHMENT I

SCHEDULE 2

CONFIDENTIALITY DEED POLL

(INSERT NEGOTIATED FORM OF CONFIDENTIALITY DEED POLL)

ANNEX A TO ATTACHMENT I

SCHEDULE 3

CONFIDENTIAL INFORMATION

(INSERT EXTRACT OF NEGOTIATED ATTACHMENT N TO THE CONDITIONS OF CONTRACT)

ANNEX B TO ATTACHMENT I

FINAL ACCEPTANCE CERTIFICATE (OPTIONAL)

Contract Reference

From

[Contractor's name, address and A.C.N./
A.R.B.N and A.B.N. as applicable]

To

[Commonwealth Representative]

Contractor's Certification:

The Contractor seeks Final Acceptance Certification from the Commonwealth of Australia for the Final Acceptance Milestone. The Contractor certifies that:

- a. the Supplies function and integrate as required by the [INSERT CONTRACT NUMBER AND WHERE APPLICABLE, AMENDMENT NUMBER];
- b. the Contractor has fulfilled all of its obligations under the Contract, except to the extent that the Contractor's obligations expressly, or by implication, survive the Final Acceptance Milestone; and
- c. the Contractor has no outstanding claims against the Commonwealth, except for:
 - (i) the Final Acceptance Milestone as calculated in accordance with the Contract; and
 - (ii) [where APPLICABLE, INSERT DETAILS OF ANY OTHER CLAIMS].

Commonwealth's Endorsement:

The Commonwealth of Australia is satisfied that the Contractor has fulfilled all of its obligations under the Contract, except to the extent that the Contractor's obligations expressly, or by implication, survive the Final Acceptance Milestone, and the Contractor has therefore achieved Final Acceptance for the purposes of the Contract.

Authorised Signatory Printed Name

Position Held Date

Authorised Signatory Printed Name

Position Held Date

ANNEX C TO ATTACHMENT I

CONTRACT CHANGE PROPOSAL (CORE)

CONTRACT NUMBER: (INSERT CONTRACT NUMBER)

Note to Contractor: Contract Change Proposals which involve consideration may be executed in the form of an agreement rather than a deed and the CCP execution clause needs to be tailored accordingly.

For the purposes of the CCP, consideration may include a change in the contract price or the delivery of additional goods or services (even if at no cost to the Commonwealth).

A CCP shall identify separately the cost of preparation of the CCP and any proposed variation to the payments required under the Contract and, where approved in accordance with clause 11.1 of the COC, the reasonable cost of preparation shall be taken into account in calculating the varied payments under the Contract.

This template CCP includes examples of how some sections may be completed. CCP drafters will need to rely on their own judgement as to how best to describe the proposed contract change.

If this CCP relates to changes of an administrative nature which have no impact upon the payments required under the Contract or on the Statement of Work, the Contractor may provide minimal details of the change. Responses are only required for headings denoted as mandatory.

This CCP is dated the (INSERT DATE)

Between

THE COMMONWEALTH OF AUSTRALIA represented by the Department of Defence ABN 68 706 814 312 ("the Commonwealth")

and

(INSERT CONTRACTOR NAME, ACN/ABN AND ABN AS APPLICABLE) having its registered office at (INSERT CONTRACTOR'S REGISTERED OFFICE) ("the Contractor").

RECITALS

- A. The Commonwealth has entered into a contract (INSERT CONTRACT NUMBER) dated (INSERT EFFECTIVE DATE) ("the Contract") for the supply of (INSERT BRIEF DESCRIPTION).
- B. The Contract provides that changes are to be dealt with by CCP.
- C. The Commonwealth or the Contractor proposes a change to the Contract as set out in this CCP.

AGREED TERMS:**CCP Number (Mandatory):****ECP Number (If applicable):****Date Raised (Mandatory):****Validity period for CCP (Mandatory):****Originator (Mandatory):****Reference in Contract (Mandatory): (INSERT CLAUSE NUMBER)****1. DETAILS OF PROPOSED CHANGE (MANDATORY):*****Example 1:***

- 1.1 The parties agree that the Contract is amended in accordance with the following table.

ANNEX C TO ATTACHMENT I

Amendment	Affected Provisions	Substituted / Inserted Provisions
Replace	Conditions of Contract – Attachment A – Annex C – Contract Data Requirements List (CDRL) (Delete current CDRL)	With Appendix 1 (COC – Attachment A – Annex C – CDRL) (Insert Appendix 1 to this CCP)
Insert		Appendix 2 (DID-PM-MGT-XYZ) (Insert Appendix 2 to this CCP under Attachment A – Annex C – CDRL)
Remove	DID-V&V-MGT-PQR	

Example 2:

- a. Old Text:
- b. New Text:

2. JUSTIFICATION FOR PROPOSED CHANGE (MANDATORY):**3. EFFECT OF PROPOSED CHANGE (IF APPLICABLE):**

- a. Contract Price:
 - (i) Price and Delivery Schedule:
 - (ii) Schedule of Payments including payment method:
 - (iii) Cost of Preparation of CCP:
- b. Delivery:
 - (i) Location:
 - (ii) Date:
- c. Scope of Work:

Note to Contractors: This should include a description of the effect of the change on the scope of work, including where appropriate, Quality, technical/functional specification(s), warranty, training, documentation, WBS and PMB.

- d. Australian Industry Capability
 - (i) Australian Industry Activities (AIAs):
 - (ii) the Prescribed ACE Percentage at each future ACE Measurement Point:

Option: For when the parties intend this CCP to take effect on a date other than the date of signature:

4. DATE OF EFFECT OF THIS CCP:**5. WARRANTY:**

- 5.1 In signing this CCP the Contractor warrants that the submitted cost of preparation of this CCP is true and correct.

ANNEX C TO ATTACHMENT I

6. APPROVAL:

- 6.1 The CCP and its attachments are approved. The Contract shall be deemed to be changed on the date specified in this CCP or when this CCP has been properly executed by both parties.

Note for Contract Change Proposal Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:

<http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>

This guidance is developed for Commonwealth Personnel and should be used to assess the Contractor's execution of the Contract Change Proposal. The Contractor should seek its own independent legal advice on its execution of the Contract Change Proposal.

SIGNED [INSERT 'AS AN AGREEMENT' OR 'AND DELIVERED AS A DEED' AS APPROPRIATE]

SIGNED for and on behalf of:

THE COMMONWEALTH OF AUSTRALIA

.....
(signature)	(print name and position)	(date)

In the presence of:

.....
(signature)	(print name and position)	(date)

SIGNED for and on behalf of

THE CONTRACTOR:

(INSERT APPROPRIATE CONTRACTOR's EXECUTION CLAUSE)

Appendix:

1. Engineering Change Proposal (ECP) (if applicable)

ANNEX D TO ATTACHMENT I

BANK GUARANTEE (RFT CORE)

Note to tenderers: If under the Master Guarantee Program, Defence and the tenderer have pre-agreed amendments to the template Bank Guarantee Deed, the tenderer should submit that pre-agreed varied version as part of its tender, indicating the alterations that were pre-agreed. Defence will then verify whether the alterations are consistent with pre-agreed amendments. If there are any further proposed amendments beyond those that were pre-agreed, these will be assessed on a case by case basis. The final agreed deed will form this Annex F to Attachment I in any resultant Contract.

This DEED is made on **[INSERT DATE]**

For the benefit of the Commonwealth of Australia represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth')

by **[INSERT NAME OF COMPANY]**, **[ACN/ARBN and ABN if applicable]** whose registered office is **[INSERT DETAILS]** ('the Promisor').

RECITALS

- A. The Commonwealth has a Contract **[INSERT CONTRACT NUMBER]** dated **[INSERT DATE]** ('the Contract') with **[INSERT NAME OF CONTRACTOR]**, **[ACN/ARBN and ABN if applicable]** having its registered office at **[INSERT DETAILS]** (the 'Contractor') for the supply of **[INSERT BRIEF DESCRIPTION]**.
- B. The Contractor is required by the Contract to obtain this undertaking for the Commonwealth.

OPERATIVE PART

1. The Promisor undertakes to pay on demand to the Commonwealth any amount or amounts which may be demanded by the Commonwealth from time to time, up to a maximum of **[\$[INSERT AMOUNT]]** (the 'Sum'). This undertaking is unconditional.
2. To make a demand, the Commonwealth shall give the Promisor a written notice setting out the amount demanded and the time within which it is to be paid.
3. The Promisor shall not make any inquiry in relation to the demand.
4. This undertaking continues in force until the earlier of:
 - a. the Promisor has received written notice from the Commonwealth that the undertaking is no longer required; and
 - b. the Commonwealth has received from the Promisor the whole of the Sum, or the balance after any part payment of the Sum.
5. Any payments made by the Promisor to the Commonwealth under this undertaking are to be made by electronic funds transfer with the Commonwealth of Australia identified as the payee.
6. This undertaking cannot be varied or waived under any circumstances. To avoid doubt, this undertaking is not affected if the Contract is varied, the Contractor is granted an extension of time to perform the Contract, or the Commonwealth waives a breach, failure or default of the Contractor.
7. Unless the contrary intention appears, any notice given under this undertaking shall be effective if it is in writing and sent from and delivered to the Commonwealth or Promisor, as the case may be, as detailed below:

[INSERT COMMONWEALTH ADDRESS, FAX NUMBER AND EMAIL]

(INSERT PROMISOR ADDRESS, FAX NUMBER AND EMAIL)

8. A notice given in accordance with clause 7 is deemed to be delivered:
 - a. if hand delivered, when received at the address; or

ANNEX D TO ATTACHMENT I

- b. if sent by pre-paid post, when received at the address,
but if the receipt, transmission or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is taken to be received at 9.00am (recipient's local time) on the next Working Day. For the purpose of this clause, 'Working Day' in relation to the doing of an action in a place, means a day other than a Saturday, Sunday or public holiday in that place.
9. The laws of the **[INSERT STATE OR TERRITORY]** apply to this undertaking. The courts of that State or Territory have non-exclusive jurisdiction to decide any matter arising out of this undertaking.

SIGNED AS A DEED:

Note for Deed Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:

<http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>

This guidance is developed for Commonwealth Personnel and should be used to assess the Promisor's execution of the Deed. The Promisor should seek its own independent legal advice on its execution of the Deed.

(INSERT THE PROMISOR'S USUAL SEALING CLAUSE)

ANNEX E TO ATTACHMENT I

Note to tenderers: If the tenderer has a Master Guarantee and Indemnity Deed with Defence and elects to apply that deed to the Contract, this Attachment will be marked 'Not Used'.

DEED OF GUARANTEE AND INDEMNITY (RFT CORE)

THIS DEED is made on **(INSERT DATE)**

Between

The Commonwealth of Australia, as represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth')

AND

(INSERT NAME OF COMPANY) (ACN/ARBN AND ABN IF APPLICABLE), having its registered office at **(INSERT DETAILS)** ('the Guarantor').

RECITALS

- A. The Commonwealth and the Contractor are a party to the Guaranteed Agreements.
- B. The Guarantor has agreed to guarantee to the Commonwealth all of the Relevant Obligations and to indemnify the Commonwealth on the terms and conditions in this Deed.

AGREED TERMS

ANNEX E TO ATTACHMENT I

1 DEFINITIONS AND INTERPRETATION (CORE)**1.1 Definitions (Core)**

1.1.1 In the interpretation of this Deed, unless the contrary intention appears:

'Authorisation' means a licence, accreditation, permit, registration, regulatory approval, or other documented authority (however described), required by law.

'Contractor' means **(INSERT NAME OF COMPANY) (ACN/ARBN AND ABN IF APPLICABLE)**.

'Constitution' means, in relation to any person, the constitution, or similar governing document(s), of that person (if any).

'Corporations Act' means the *Corporations Act 2001* (Cth).

'Event of Default' means any event which entitles the Commonwealth to terminate a Guaranteed Agreement for Contractor Default.

'Event of Insolvency' means, in respect of a person:

- a. the person:
 - (i) becoming insolvent;
 - (ii) ceasing to carry on all or a material part of its business; or
 - (iii) taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- b. the appointment of a Controller (as defined in the *Corporations Act 2001* (Cth)) , a liquidator or provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property;
- c. the person becoming subject to external administration provided for in Chapter 5 of the *Corporations Act 2001* (Cth);
- d. 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));
- e. the person being taken under section 459F(1) of the *Corporations Act 2001* (Cth) to have failed to comply with a statutory demand;
- f. an order or resolution for the winding up or deregistration of the person;
- g. a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or
- h. any analogous event under the law of any applicable jurisdiction.

Note to drafters: Drafters to consider whether any additional agreements should be included in this definition.

'Guaranteed Agreements' means:

- a. the contract dated **(INSERT DATE)** between the Commonwealth and the Contractor for the supply of **(INSERT REQUIREMENTS)**; and
- b. **(INSERT DETAILS)**.

'Guaranteed Money' means all amounts the payment or repayment of which from time to time forms part of the Relevant Obligations and includes any amount recoverable as a debt to the Commonwealth in relation to the Guaranteed Agreement.

'Obligor' means the Contractor or the Guarantor.

'Power' means any right, power, authority, discretion, remedy or privilege.

ANNEX E TO ATTACHMENT I

'Relevant Obligations' means all of the liabilities and obligations of the Contractor to the Commonwealth under or by reason of the Guaranteed Agreements and includes any liabilities or obligations of the Contractor which:

- a. are liquidated or unliquidated;
- b. are present, prospective or contingent;
- c. are in existence before or come into existence on or after the date of this Deed; or
- d. relate to the payment of money or the performance or omission of any act.

'Security Interest' means each of the following:

- a. 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;
- b. a "security interest" as defined in section 12(1) or (2) of the *Personal Property Securities Act 2009* (Cth); and
- c. an agreement to create any of these or allow any of these to exist.

'Unpaid Sum' means any sum due and payable by the Guarantor under this Deed but unpaid.

'Working Day' in relation to the doing of an action in a place, means any day in that place other than:

- a. a Saturday, Sunday or public holiday; and
- b. any day within the two-week period beginning on the first Saturday that falls before Christmas Day (or from Christmas Day when it falls on a Saturday).

1.2 Interpretation

1.2.1 In this Deed, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of this Deed;
- b. the singular includes the plural and vice-versa;
- c. a reference to one gender includes any other;
- d. a reference to a person includes a body politic, body corporate or a partnership;
- e. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the end of the next Working Day;
- f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- g. a reference to a clause includes a reference to a sub-clause of that clause;
- h. a reference to a 'dollar', '\$', '\$A' or 'AUD' means the Australian dollar;
- i. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the date of this Deed, or alternatively, a reference to another version of the document if agreed in writing between the parties;
- j. the word 'includes' in any form is not a word of limitation;
- k. a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of this Deed; and
- l. a reference to a document (including any Guaranteed Agreement) is to that document as varied, novated, ratified, replaced or restated from time to time.

ANNEX E TO ATTACHMENT I**1.3 Joint and Several Liability (Optional)**

Note to drafters: Include this clause where the Guarantor comprises more than one party.

- 1.3.1 The expression 'Guarantor' refers to each person identified as a Guarantor, and the obligations of the Guarantors under this Deed bind each person identified as a Guarantor, jointly and severally.

1.4 Liability as Guarantor and Indemnifier (Core)

- 1.4.1 Any reference in this Deed to the obligations or liabilities of the Guarantor shall be construed as a reference to its obligations or liabilities, whether as a guarantor or an indemnifier or both, under this Deed.

1.5 Principal Obligation (Core)

- 1.5.1 Each obligation of the Guarantor under this Deed constitutes a principal, not a secondary or ancillary obligation, such that, without limiting in any way the operation of any of the other provisions of this Deed, any limitation on the liability of the Guarantor which would otherwise arise by reason of its status as a guarantor, co-guarantor, indemnifier or co-indemnifier, is negated.

1.6 No Bias against Drafting Party (Core)

- 1.6.1 No term or provision of this Deed shall be construed against a party on the basis that this Deed or the term or provision in question was put forward or drafted by that party.

2 GUARANTEE (CORE)**2.1 Guarantee (Core)**

- 2.1.1 Subject to clause 2.4, the Guarantor irrevocably and unconditionally guarantees to the Commonwealth the due and timely performance by the Contractor of all the Relevant Obligations.

2.2 Performance of Relevant Obligations (Core)

- 2.2.1 Subject to clause 2.4, if the Contractor fails to perform any of the Relevant Obligations in accordance with the relevant Guaranteed Agreement, the Guarantor shall, in addition to its obligations under clause 2.2.1, on demand from time to time by the Commonwealth, immediately cause to be performed, such Relevant Obligations required to be performed by the Contractor in accordance with that Guaranteed Agreement.

2.3 Payment by Guarantor (Core)

- 2.3.1 Subject to clause 2.4, if the Contractor does not pay the Guaranteed Money when due in accordance with the terms of the relevant Guaranteed Agreement, the Guarantor shall within three Working Days following demand by the Commonwealth, pay to the Commonwealth the Guaranteed Money which is then due and unpaid.

2.4 Limitation of Liability (Core)

- 2.4.1 Subject to clause 7.1.1, the Guarantor's liability pursuant to this Deed in respect of any Guaranteed Agreement shall be no greater than the aggregate of the remaining Relevant Obligations of the Contractor as they exist from time to time pursuant to or arising out of that Guaranteed Agreement and the Guarantor shall be entitled to all defences and limitations of liability to which the Contractor is entitled under that Guaranteed Agreement. The total sum recoverable from the Guarantor under this Deed in respect of any Guaranteed Agreement shall not exceed the liability the Contractor would otherwise have for the Relevant Obligations under that Guaranteed Agreement.

3 INDEMNITY (CORE)

- 3.1.1 Subject to clause 2.4, the Guarantor, as a separate additional and primary liability, shall irrevocably and unconditionally indemnify the Commonwealth against any liability, loss,

ANNEX E TO ATTACHMENT I

damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense sustained or incurred by the Commonwealth arising out of or as a consequence of:

- a. any failure by the Contractor to perform the Relevant Obligations in accordance with the Guaranteed Agreements; or
- b. any obligation or liability that would otherwise form part of the Relevant Obligations being void, voidable or unenforceable against or irrecoverable from the Contractor for any reason (including the insolvency of the Contractor), whether or not the Commonwealth knew or ought to have known of that reason.

4 NATURE AND PRESERVATION OF LIABILITY (CORE)**4.1 Absolute and Unconditional Liability (Core)**

4.1.1 Subject to clause 2.4, the liability of the Guarantor under this Deed:

- a. is absolute and is not subject to the performance of any condition precedent or subsequent; and
- b. shall not be affected by any act, omission, matter or thing which may release the Guarantor from that liability or reduce the liability of the Guarantor (other than an express release of the Guarantor from all of its liabilities under this Deed) including any of the following:
 - (i) the occurrence before, on or at any time after, the date of this Deed of any Event of Insolvency in relation to any Obligor;
 - (ii) any Guaranteed Agreement or any payment or other act, the making or doing of which would otherwise form part of the Relevant Obligations being or becoming or being conceded to be frustrated, illegal, invalid, void, voidable, unenforceable or irrecoverable in whole or in part for any reason whether past, present or future;
 - (iii) the Commonwealth granting time, waiver or other concession to, or making any composition, arrangement or compromise with any other Obligor (including to or with the Contractor in respect of the liability of the Guarantor) or any other person;
 - (iv) the Commonwealth not exercising or delaying (whether deliberately, negligently, unreasonably or otherwise) in the exercise of any Power it has for the enforcement of any Guaranteed Agreement or any Relevant Obligation;
 - (v) the determination, rescission, repudiation or termination, or the acceptance of any of the foregoing, by the Commonwealth or any other Obligor of any Guaranteed Agreement or any Relevant Obligation;
 - (vi) any variation to any Guaranteed Agreement or any Relevant Obligation, whether or not that variation is substantial or material or imposes an additional liability on or disadvantages any Obligor;
 - (vii) the full, partial or conditional release or discharge by operation of law of any other Obligor from any Guaranteed Agreement or any Relevant Obligation;
 - (viii) the transfer, assignment or novation by the Commonwealth or any Obligor of all or any of its rights or obligations under any Guaranteed Agreement;
 - (ix) any person, whether named as a party or not, does not execute any Guaranteed Agreement or the execution of any Guaranteed Agreement by any person is invalid, forged or irregular in any way; or
 - (x) any failure by the Commonwealth to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known to, or which ought to have been known by, the Commonwealth relating to or affecting any Obligor at any time before or during the term of any Guaranteed Agreement, whether

ANNEX E TO ATTACHMENT I

prejudicial or not to the rights and liabilities of the Guarantor and whether or not the Commonwealth was under a duty to disclose that fact, circumstance, event or thing to any Obligor.

4.2 No Merger (Core)

- 4.2.1 The guarantee and indemnity from the Guarantor under this Deed is in addition to and does not merge with, postpone, lessen or otherwise prejudicially affect any Guaranteed Agreement or any other Power of the Commonwealth.

4.3 No Obligation to Gain Consent (Core)

- 4.3.1 The Guarantor has no right or entitlement to consent to or be made aware of any event referred to in clause 4.1.1b, any transaction between the Commonwealth and any Obligor or any particulars concerning any obligation or liability that forms part of the Relevant Obligations.

4.4 Appropriation (Core)

- 4.4.1 The Commonwealth is under no obligation to marshal or appropriate in favour of the Guarantor, or to exercise, apply, transfer or recover in favour of the Guarantor, any Security Interest or any funds or assets which the Commonwealth holds, has a claim on, has received or is entitled to receive, but may do so in the manner and order as the Commonwealth determines in its discretion.

4.5 Void or Voidable Transactions (Core)

- 4.5.1 If a claim that a payment to the Commonwealth in connection with this Deed or any Guaranteed Agreement is void or voidable (including a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld by a court of competent jurisdiction or conceded or compromised then the Commonwealth is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this Deed if the payment had not occurred.

4.6 Claim or Demand on the Guarantor (Core)

- 4.6.1 Where any Guaranteed Agreement obliges the Commonwealth to deliver a notice or demand to the Contractor or to comply with an obligation (including observing time periods for performance and Contractor opportunities to cure defaults) prior to the Commonwealth exercising a right under that Guaranteed Agreement in respect of a failure by the Contractor to comply with a Relevant Obligation, the Commonwealth shall deliver that notice or demand to the Contractor or comply with that obligation (including observing time periods for performance and Contractor opportunities to cure defaults) before making a demand under this Deed in respect of a failure by the Contractor to comply with that Relevant Obligation.
- 4.6.2 Subject to the Commonwealth complying with clause 4.6.1, the Guarantor agrees that the Commonwealth is not required to make any claim or demand on any Obligor, or to otherwise enforce any Guaranteed Agreement or any other right, power or remedy against any other Obligor, before making any demand or claim on the Guarantor.

4.7 Waiver of Rights (Core)

- 4.7.1 The Guarantor may not exercise any right of contribution, indemnity or subrogation which it might otherwise be entitled to claim and enforce against or in respect of any other Obligor before the Relevant Obligations are satisfied in full and irrevocably waives all of those rights of contribution, indemnity or subrogation it may have before the Relevant Obligations are satisfied in full.

5 REPRESENTATIONS AND WARRANTIES (CORE)**5.1 General Representations and Warranties (Core)**

- 5.1.1 The Guarantor represents and warrants to the Commonwealth that:

ANNEX E TO ATTACHMENT I

- a. this Deed constitutes its valid and legally binding obligation and is enforceable against it in accordance with its terms, subject to any necessary stamping and registration requirements and laws affecting creditors' rights generally;
- b. the execution, delivery and performance of this Deed and each transaction contemplated by this Deed does not violate or breach any law or any document or agreement to which it is a party or which is binding on it or any of its assets;
- c. all Authorisations required to be obtained by it in connection with the execution, delivery and performance of this Deed, the transactions contemplated by this Deed and the legality, validity and enforcement of this Deed have been obtained and are valid and subsisting and it is not aware of any breach of any of the conditions of any of those Authorisations or aware of any fact or circumstance which may cause any of those Authorisations to be suspended, forfeited, cancelled or rendered void;
- d. no Event of Default has occurred which has not been remedied or waived in accordance with the terms of the relevant Guaranteed Agreement;
- e. it is not the trustee of any trust; and
- f. it does not enjoy immunity from suit or execution in relation to its obligations under this Deed.

5.2 Corporate Representations and Warranties (Core)

5.2.1 The Guarantor represents and warrants to the Commonwealth that:

- a. it is duly registered and remains in existence;
- b. its execution, delivery and performance of this Deed does not (and the transactions contemplated by this Deed do not) violate its Constitution nor, if the Guarantor is listed on a stock exchange, any listing requirements or business rules of the applicable stock exchange;
- c. it has the power to enter into, deliver and perform this Deed and to carry out the transactions contemplated by this Deed;
- d. it has taken all corporate action required to enter into, deliver and perform this Deed and to carry out the transactions contemplated by this Deed; and
- e. the entry into and the performance of its obligations under this Deed is in its best interests and for a proper purpose.

5.3 Representations and Warranties Repeated (Core)

5.3.1 Each representation and warranty in clauses 5.1 and 5.2 shall be repeated on each day while any of the Relevant Obligations remain outstanding with reference to the facts and circumstances then subsisting, as if made on each such day.

6 PAYMENTS (CORE)**6.1 Payments on Demand (Core)**

6.1.1 All payments by the Guarantor under this Deed are to be made to the Commonwealth in Australian dollars in immediately available funds and on the due date specified in the notice to the Guarantor or if no due date is specified, within three Working Days following receipt of demand by the Commonwealth.

6.2 Payments of Interest on Unpaid Sums (Core)

6.2.1 The Guarantor shall pay default interest on all Unpaid Sums. Default interest shall be calculated:

- a. where the Contract provides for the payment of default interest for late payment by the Contractor, in accordance with the relevant provisions of the Contract; and
- b. otherwise in accordance with clause 6.2.2.

ANNEX E TO ATTACHMENT I

- 6.2.2 Where this clause 6.2.2 applies, default interest shall be calculated in accordance with the following formula:

$$\text{Interest payment} = \frac{I\% \times P \times n}{365}$$

Where:

'I%' means the Australian Taxation Office sourced General Interest Charge rate current at the due date of payment of the Unpaid Sum expressed as a percentage;

'P' means the amount of the Unpaid Sum; and

'n' means the number of days after the due date for payment that the payment of the Unpaid Sum is made.

- 6.2.3 Notwithstanding any of the terms of the Contract, default interest accruing under this clause 6.2 shall be immediately payable by the Guarantor on demand by the Commonwealth.

6.3 No Set-off or Counterclaim (Core)

- 6.3.1 All payments by the Guarantor under this Deed shall be without any set off or counterclaim, and the Guarantor irrevocably waives any rights of set-off or counterclaim which it may have against the Commonwealth.

6.4 Merger (Core)

- 6.4.1 If the liability of the Guarantor to make any payment under this Deed becomes merged in any judgment or order, the Guarantor shall as an independent obligation pay to the Commonwealth interest at the rate which is the higher of that payable under clause 6.2 and that fixed by or payable under the judgment or order.

6.5 No Deduction for Taxes (Core)

- 6.5.1 All payments by the Guarantor under this Deed shall be without deduction or withholding for any present or future Taxes, unless the Guarantor is compelled by law to deduct or withhold the same.
- 6.5.2 If the Guarantor is compelled by law to make any deduction or withholding from any payment under this Deed on account of Taxes, the Guarantor shall on demand by the Commonwealth pay to the Commonwealth any additional amounts necessary to ensure that the Commonwealth receives (after all deductions and withholdings for Taxes) a net amount equal to the full amount which it would have been entitled to receive and retain had the deduction or withholding not been made.

7 EXPENSES (CORE)

7.1 Reimbursement (Core)

- 7.1.1 The Guarantor shall reimburse the Commonwealth on demand for, and shall indemnify the Commonwealth against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense sustained or incurred by the Commonwealth arising out of or as a consequence of the Commonwealth exercising, enforcing or preserving, or attempting to exercise, enforce or preserve, any rights under this Deed. The limitation of liability in clause 2.4 does not apply to this clause.

8 GOODS AND SERVICES TAX (CORE)

- 8.1.1 In this clause, 'GST' means the Commonwealth tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), and 'adjustment event', 'input tax credits', 'taxable supply' and 'tax invoice' have the respective meanings given to them by that Act.
- 8.1.2 If a party (the 'Supplier') makes a taxable supply to another party in relation to this Deed or any matter or thing occurring under this Deed (the 'Recipient'), and the consideration otherwise payable for the taxable supply does not include GST, the Supplier will be entitled

ANNEX E TO ATTACHMENT I

to recover from the Recipient the amount of any GST on the taxable supply, in addition to any other consideration recoverable for the taxable supply.

- 8.1.3 If the amount paid by the Recipient to the Supplier for GST differs from the actual amount of GST payable for the taxable supply (taking into account any adjustment events that occur in relation to the taxable supply), the following adjustments apply:
- a. if the amount paid by the Recipient exceeds the GST on the taxable supply, the Supplier will refund the excess to the Recipient; or
 - b. if the amount paid by the Recipient is less than the GST on the taxable supply, the Recipient will pay the balance to the Supplier.
- 8.1.4 If a party is entitled to recover or be compensated for all or a proportion of its costs in relation to this Deed or any matter or thing occurring under this Deed, the amount of the recovery or compensation is reduced by the amount of (or the same proportion of the amount of) any input tax credits available in relation to those costs.
- 8.1.5 A party is not required to pay any amount for GST to another party unless a valid tax invoice has been issued for that GST.

9 NO REPRESENTATION BY OR RELIANCE (CORE)

- 9.1.1 The Guarantor acknowledges that:
- a. the Commonwealth does not have any duty to supply it with information in relation to or affecting the Contractor or the Commonwealth before the date of this Deed or during the term of any Guaranteed Agreement;
 - b. it has relied on its own inquiries as to the Contractor, the nature and extent of the entire relationship between the Contractor and the Commonwealth (whether or not recorded in the Guaranteed Agreements) and the nature and effect of the Guaranteed Agreements; and
 - c. it does not enter into this Deed in reliance on any representation, promise, statement, conduct or inducement by or on behalf of the Commonwealth, except for any inducement expressly set out in this Deed.

10 ASSIGNMENT AND NOVATION (CORE)

- 10.1.1 Neither party may, without the prior written consent of the other party, assign, novate or otherwise transfer any of its rights or obligations under this Deed.

11 RESOLUTION OF DISPUTES (CORE)

- 11.1.1 A party shall not commence court proceedings relating to any dispute arising from this Deed except when that party seeks urgent relief from a court or when dispute resolution has failed under this clause 11. If a party fails to comply with this clause 11, the other party is not required to undertake dispute resolution for the dispute in accordance with clause 11.
- 11.1.2 The parties shall negotiate in good faith to settle a dispute arising between them and, if the dispute cannot be settled by negotiation (including negotiation between senior management of the parties) within **[INSERT PERIOD]** days, the parties may agree to use an alternative dispute resolution process to attempt to resolve the dispute.
- 11.1.3 The parties shall at all times during the dispute continue to fulfil their obligations under this Deed.

ANNEX E TO ATTACHMENT I**12 MISCELLANEOUS (CORE)****12.1 Notices (Core)**

- 12.1.1 Unless the contrary intention appears, any notice or communication under this Deed shall be effective if it is in writing and sent from and delivered to the Commonwealth or Guarantor, as the case may be, at the following address:

[INSERT COMMONWEALTH ADDRESS, FAX NUMBER AND EMAIL]

(INSERT GUARANTOR ADDRESS, FAX NUMBER AND EMAIL)

- 12.1.2 A notice or communication is deemed to be delivered:

- a. if sent by pre-paid post, in three Working Days when sent within Australia and in eight Working Days when sent by air mail from one country to another;
- b. if hand delivered, when received at the address, or by the recipient if sooner;
- c. if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice, unless within one Working Day after that transmission, the recipient informs the sender that it has not received the entire notice; or
- d. if sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the recipient,

- 12.1.3 but if the receipt, transmission or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is taken to be received at 9.00am (recipient's local time) on the next Working Day.

12.2 Laws (Core)

- 12.2.1 The laws of **(INSERT RELEVANT STATE OR TERRITORY)** apply to this Deed, and the courts of that State or Territory have non-exclusive jurisdiction to decide any matter relating to this Deed.

12.3 Entire Agreement (Core)

- 12.3.1 This Deed represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

12.4 Further Assurances (Core)

- 12.4.1 Each party shall take the steps, sign the documents, and do all other acts and things as may be reasonably required by the other party to give effect to this Deed and to perfect the Powers afforded or created by this Deed.

12.5 Powers Cumulative (Core)

- 12.5.1 The Powers conferred by this Deed on the Commonwealth are cumulative and in addition to all other Powers available to the Commonwealth by law or under any Guaranteed Agreement.

12.6 Form of Demand (Core)

- 12.6.1 A demand on the Guarantor for payment under this Deed may be in any form and contain any information as the Commonwealth determines.

12.7 Severability (Core)

- 12.7.1 If any part of this Deed is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Deed shall not be affected and shall be read as if that part had been severed.

ANNEX E TO ATTACHMENT I**12.8 Waiver (Core)**

- 12.8.1 Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, any Power provided by law or under this Deed by the Commonwealth does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other Power provided by law or under this Deed.
- 12.8.2 A waiver or consent given by the Commonwealth under this Deed is only effective and binding if it is given or confirmed in writing by the Commonwealth.
- 12.8.3 No waiver of a breach of a term of this Deed operates as a waiver of another breach of that term or of a breach of any other term of this Deed.

12.9 Consents (Core)

- 12.9.1 A consent required under this Deed from the Commonwealth may be given or withheld, or may be given subject to any conditions, as the Commonwealth (in its discretion) thinks fit, unless this Deed expressly provides otherwise.

12.10 Moratorium Legislation (Core)

- 12.10.1 To the fullest extent permitted by law, all laws which at any time operate directly or indirectly to lessen or affect in favour of the Guarantor any obligation under this Deed, are expressly waived.

12.11 Binding on each Signatory (Core)

- 12.11.1 This Deed binds and is enforceable against the Guarantor despite:
- any other person not executing this Deed or its execution being defective in any way; or
 - any obligation or liability of any other party under this Deed not being binding or enforceable against that party for any reason.

12.12 Counterparts (Core)

- 12.12.1 This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the Deed of each party who has executed and delivered that counterpart.

SIGNED AS A DEED

SIGNED)

by the COMMONWEALTH OF AUSTRALIA)

)

in the presence of)

.....

Note for Deed Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:

<http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>

This guidance is developed for Commonwealth Personnel and should be used to assess the Guarantor's execution of the Deed. The Guarantor should seek its own independent legal advice on its execution of the Deed.

(INSERT EXECUTION CLAUSE OF THE GUARANTOR)

ANNEX F TO ATTACHMENT I

CONFIDENTIALITY DEED POLL (CORE)

This Deed Poll is made on **(INSERT DATE)** by:

(INSERT NAME OF CONFIDANT AND ACN/ABN AND ABN AS APPLICABLE) ('the Confidant') in favour of the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth') and the Relevant Third Party.

RECITALS:

- A. In performance of any of its obligations in relation to the Contract **(INSERT CONTRACT NUMBER)** dated **(INSERT DATE)** for the supply of **(INSERT BRIEF DESCRIPTION)** ('Agreement'), the Confidant may become aware of or have access to Confidential Information belonging to the Commonwealth, the Relevant Third Party or another person.
- B. The Commonwealth requires and the Confidant agrees that it is necessary to take all necessary steps (including the execution of this Deed for the benefit of the Commonwealth and the Relevant Third Party) to ensure that the Confidential Information is kept confidential, is not disclosed to any party that is not authorised to receive it and is only used for the Permitted Purposes.

AGREED TERMS

1. ACKNOWLEDGEMENT

- 1.1 The Confidant acknowledges the truth and accuracy of the statements in the Recitals in every particular.

2. DEFINITIONS

- 2.1 In the interpretation of this Deed, unless the contrary intention appears:

'Confidential Information' means information (whether or not owned by the Commonwealth or a Relevant Third Party) that meets all of the following criteria:

- a. is specifically identified at Schedule 1 to this Deed;
- b. is commercially sensitive (not generally known or ascertainable);
- c. disclosure would cause unreasonable detriment to the owner of the information or another party; and
- d. was provided with an express or implied understanding that it would remain confidential;

but does not include information which:

- a. is or becomes public knowledge other than by breach of this Deed;
- b. is in the possession of the party without restriction in relation to disclosure before the date of receipt; or
- c. has been independently developed or acquired by the receiving party.

'Documents' include:

- a. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and
- b. 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.

'Permitted Purposes' means

- a. the purposes described in Schedule 1 to this Deed; and
- b. any other purpose that may be approved in writing by the Commonwealth from time to time.

ANNEX F TO ATTACHMENT I

'Personnel' means any officer, employee, agent, adviser or independent contractor of the Confidant.

'Relevant Third Party' means each entity, if any, described in Schedule 1 to this Deed, or as notified to the Confidant by the Commonwealth from time to time.

'Working Day' means in relation to the doing of an action in a place;

- a. any day other than a Saturday, Sunday or public holiday in that place; or
- b. any day within the two-week period that starts on:
 - (i) the Saturday before Christmas Day; or
 - (ii) if Christmas Day falls on a Saturday, Christmas Day.

3. INTERPRETATION

3.1 In this Deed, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of this Deed;
- b. the singular includes the plural and vice versa;
- c. a reference to one gender includes any other;
- d. a reference to a person includes a body politic, body corporate or a partnership;
- e. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the next Working Day;
- f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- g. a reference to a clause includes a reference to a subclause of that clause;
- h. a reference to a 'dollar', '\$', '\$A' or 'AUD' means the Australian dollar unless otherwise stated;
- i. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on date of entering into the Deed, or alternatively, a reference to another version of the Document if agreed in writing between the parties;
- j. the word 'includes' in any form is not a word of limitation; and
- k. a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of this Deed.

4. CONFIDENTIALITY UNDERTAKINGS

4.1 The Confidant:

- a. acknowledges and agrees that this Deed is for the benefit of the Commonwealth and any Relevant Third Party and is directly enforceable by the Commonwealth or any Relevant Third Party, even though they are not parties to this Deed;
- b. shall ensure that the Confidential Information is kept confidential and secure from disclosure;
- c. shall only use the Confidential Information for the Permitted Purposes;
- d. shall not without the prior written consent of the Commonwealth, disclose or permit any person to disclose any of the Confidential Information to any person, other than its Personnel who:
 - (i) have a need to know and access the Confidential Information in order for the Confidant to carry out the Permitted Purposes; and
 - (ii) where required by the Commonwealth, have executed a similar undertaking to this Deed in favour of the Commonwealth and each Relevant Third Party,

ANNEX F TO ATTACHMENT I

and the Commonwealth may grant or withhold its consent; and

- e. shall promptly notify the Commonwealth of any unauthorised possession, disclosure or use of the Confidential Information contrary to this Deed, and take all steps necessary to prevent the recurrence of such possession, disclosure or use.

4.2 The restrictions imposed by this Deed in relation to Confidential Information will not apply to the disclosure by the Confidant or its Personnel of any Confidential Information to the extent it is required to be disclosed by law or court order.

4.3 The Confidant acknowledges that it may be provided with the ability to access Commonwealth-held information (in addition to the Confidential Information) in connection with its performance of the Permitted Purposes, including through access to Commonwealth information technology systems. Without limiting the Confidant's other obligations under this Deed or otherwise at law, the Confidant shall not seek to access or use Commonwealth-held information except to the extent strictly required to undertake the Permitted Purposes.

5. CONFIDANT'S REPRESENTATIVES

5.1 The Confidant shall ensure that its Personnel (whether or not still employed or engaged in that capacity) do not do or omit to do anything which, if done or omitted to be done by the Confidant, would be a breach of the Confidant's obligations under this Deed.

5.2 The Confidant shall give the Commonwealth all assistance it reasonably requires to take any action or bring any proceedings for breach of the undertaking contained in clause 5.1.

6. RETURN OF CONFIDENTIAL INFORMATION

6.1 Without limiting the Confidant's obligations at law, the Confidant shall deliver to the Commonwealth or the Relevant Third Party (as applicable), or destroy or erase, as required by the Commonwealth, all Documents and any other material (including electronically or otherwise stored) in its possession, power or control which contain or relate to the Confidential Information on the earlier of:

- a. demand by the Commonwealth, and
- b. the time the Documents and any other material are no longer required for the Permitted Purposes.

6.2 If the Commonwealth makes a demand under this clause 6, and the Confidant has placed or is aware that Documents containing the Confidential Information are beyond its possession or control, then the Confidant shall provide full particulars of the whereabouts of the Documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.

6.3 The Confidant shall ensure that its Personnel and each person to whom it (or its Personnel) has disclosed any Confidential Information comply with the requirements of this clause 6 as if personally bound by it.

6.4 Return or destruction of any Confidential Information does not release the Confidant from its obligations under this Deed.

7. SURVIVAL

7.1 This Deed shall survive the termination or expiry of the Agreement.

8. INDEMNITY

8.1 The Confidant indemnifies the Commonwealth and the Relevant Third Party, their officers, employees and agents against all liability or loss arising directly or indirectly from, and any costs, charges and expenses (including the cost of settling any action) arising or incurred in connection with:

- a. any breach by the Confidant of this Deed; or
- b. any act or omission by any of the Confidant's Personnel which, if done or omitted to be done by the Confidant, would be a breach of the Confidant's obligations under this Deed.

ANNEX F TO ATTACHMENT I**9. INJUNCTIVE RELIEF**

- 9.1 The Confidant acknowledges that damages may not be a sufficient remedy for the Commonwealth or a Relevant Third Party for any breach of this Deed and that the Commonwealth and each Relevant Third Party is entitled to injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or in equity.

10. WAIVER

- 10.1 Failure by the Commonwealth or a Relevant Third Party to enforce a provision of this Deed shall not be construed as in any way affecting the enforceability of that provision or this Deed as a whole.

11. REMEDIES CUMULATIVE

- 11.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law, in equity or any other such right or remedy.

12. OTHER INSTRUMENTS

- 12.1 Subject to the other covenants of this Deed, the rights and obligations of the Commonwealth, each Relevant Third Party and the Confidant pursuant to this Deed are in addition to and not in derogation of any other right or obligation between the Commonwealth, Relevant Third Party and the Confidant under any other deed or agreement to which they are parties.

13. VARIATIONS AND AMENDMENTS

- 13.1 No term or provision of this Deed shall be amended or varied unless such amendment or variation is agreed by the Commonwealth in writing.

14. APPLICABLE LAW

- 14.1 The laws of **[INSERT STATE/TERRITORY]** shall apply to this Deed. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of this Deed.

15. NOTICES

- 15.1 Unless the contrary intention appears, any notice under this Deed shall be effective if it is in writing and sent from and delivered to the Commonwealth or Confidant, as the case may be, as detailed below:

- a. **[INSERT COMMONWEALTH ADDRESS AND EMAIL];** or
- b. **(INSERT CONFIDANT ADDRESS AND EMAIL).**

- 15.2 A notice given in accordance with this clause 15 is deemed to be delivered:

- a. if hand delivered, when received at the address;
- b. if sent by pre-paid post, in three Working Days when sent within Australia and in eight Working Days when sent by air mail from one country to another; or
- c. if sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the recipient,

but if the receipt, transmission or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is deemed to be delivered at 9.00am (recipient's local time) on the next Working Day.

ANNEX F TO ATTACHMENT I

SIGNED AS A DEED POLL

Note for Deed Signature: *Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:*

<http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/Factsheets-and-Guidance.aspx>

This guidance is developed for Commonwealth Personnel and should be used to assess the Confidant's execution of the Deed. The Confidant should seek its own independent legal advice on its execution of the Deed.

(INSERT APPROPRIATE CONFIDANT'S EXECUTION CLAUSE)

ANNEX F TO ATTACHMENT I

SCHEDULE 1

1. CONFIDENTIAL INFORMATION

Note to drafters: It is essential to describe the specific Confidential Information that may be used and provided to the Confidant.

1.1 (INSERT CONFIDENTIAL INFORMATION BEING PROVIDED)

2. PERMITTED PURPOSES

Note to drafters: It is essential to describe the Permitted Purposes for which the Confidential Information may be used by the Confidant. The intention of this part of this Annex is to clearly and accurately define the scope of those Permitted Purposes and so confine its use for only those purposes.

3. RELEVANT THIRD PARTY

Note to drafters: Identify any Relevant Third Party with as much precision as possible. If necessary, this can be done by identifying an entity such as a company, or by describing a class of persons that can be readily identified, eg the authors of specified material.

ANNEX G TO ATTACHMENT I

FORM OF AIC COMPLIANCE CERTIFICATE (CORE)

[TO BE PRINTED ON COMPANY LETTERHEAD]

From: [Contractor/AIC Subcontractor]

To: Commonwealth of Australia represented by the Department of Defence

[CONTRACT DETAILS] (the "Contract")

[I am a director]/[We are directors] of [Contractor/AIC Subcontractor] of [address] ("**Company**") and [am]/[are each] authorised to execute this Certificate in the name of the Company.

[I/We] refer to the Contract. Terms defined in the Contract shall have the same meaning in this certificate unless given a different meaning in this Certificate.

This Certificate is an AIC Compliance Certificate for the purposes of the Contract.

This Certificate is provided in conjunction with the **[select which of the two following options is appropriate]**:

- a. [Contract/Subcontract] Status Report prepared by the Company in relation to the period from [] to [] (the "**Review Period**") in accordance with the terms of the [Contract/Subcontract]; and
- b. **[Paragraph to apply to Contractor version only.]**ACE measurement report prepared by the Company to support and justify the Achieved ACE Percentage at the most recent ACE Measurement Point in accordance with the terms of the Contract.

[I/We] certify that during the Review Period and as at the date of this Certificate [(except as disclosed in paragraph e below)]:

- a. The obligations contained in [clauses 4.1 and 4.2 of the Contract / clauses [] and [] of the Subcontract] have been complied with since the date of the last AIC Compliance Certificate provided to the Commonwealth under the [Contract/Subcontract].
- b. **[Paragraph to apply to Contractor version only.]**As at the date of this Certificate:
 - (i) the ACE information provided in the [Contract Status Report]/[ACE measurement report] is complete and accurate;
 - (ii) the calculation of the ACE has been undertaken in accordance with the ACE Measurement Rules; and
 - (iii) status reporting against the AIC requirements of the Contract is complete and accurate.
- c. **[Paragraph to apply to AIC Subcontractor version only.]**As at the date of this Certificate:
 - (i) Subcontract status reporting against the AIC requirements of the Subcontract is complete and accurate;
 - (ii) the calculation of the ACE has been undertaken in accordance with the ACE Measurement Rules; and
 - (iii) there are no material non-compliances with the Company's commitments set out in the Subcontract AIC Plan.
- d. The Essential AIC Obligations of the [Contract/Subcontract] have been complied with and [I/we] [was/were] not aware of the occurrence of any breach or potential breach of any Essential AIC Obligation under the [Contract/Subcontract].
- e. The disclosed exceptions are as follows:

Exception	Remedial action status proposed/undertaken
[Clause and description]	[Describe action undertaken/proposed]

ANNEX G TO ATTACHMENT I

[I/We] acknowledge that disclosure of exceptions to compliance will not prejudice the rights of the Commonwealth under the Contract.

The representations and warranties in this Certificate are correct and not misleading by reference to the facts and circumstances subsisting as at the date of this Certificate.

[Director]

[Director]

ATTACHMENT J

SECURITY CLASSIFICATION AND CATEGORISATION GUIDE (OPTIONAL)

Note to drafters: A Security Classification and Categorisation Guide (SCCG) is to be included where the procurement involves classified information, security-protected assets, or the procurement is for a Software-dependent system.

For information on developing a SCCG refer to the Defence Security and Vetting Service guidance on Business Impact Levels Guidelines at:

<http://drnet/AssociateSecretary/security/advice/Pages/bils.aspx>

and contact the Defence Security and Vetting Services Project Security Team at DSA.ProjectSecurity@defence.gov.au.

[DRAFTERS TO INSERT SECURITY CLASSIFICATION GRADING DOCUMENT PRIOR TO RELEASE OF RFT].

ATTACHMENT K

NOT USED

ATTACHMENT L

RESIDENT PERSONNEL (OPTIONAL)

Note to drafters: Attachment L contains a recommended structure that should be developed and amended to suit the needs of the proposed Contract. Further considerations include:

- a. if Resident Personnel (RP) will be located at multiple locations, using annexes for the facilities and ICT requirements for each location;
- b. if RP will reside with Approved Subcontractors, amending clauses accordingly; and
- c. the need to accommodate both on-going positions in the RP and temporary staff (eg, when performing regulatory audits or other activities).

1. INTRODUCTION

- 1.1 The purpose of this Attachment L is to detail the roles of Resident Personnel (RP) and to define the resources required to be provided by the Contractor to enable the RP to efficiently undertake those roles.

Note to drafters: The introduction should be updated to reflect the objectives for using RP.

- 1.2 The parties acknowledge that the objectives of locating RP at Contractor Premises are:
- a. to provide the Commonwealth with visibility of day-to-day Contract activities without the need for a greater number of formal meetings;
 - b. to facilitate communication between the Contractor and the Commonwealth; and
 - c. to expedite Contract administrative functions within the RP's scope of responsibility.

2. RESIDENT PERSONNEL

Note to drafters: If the RP team is small a simple list rather than the following table may be suitable. If a table is to be used, amend / replace the table below as required.

- 2.1 Table 1 lists the ongoing positions in the RP team.

Table 1: Resident Personnel

serial	Position Title	Grade / Rank	Start	Completion
(a)	(b)	(c)	(d)	(e)
Location 1				
1	RP Team Leader		ED + 20	
2	Engineering Manager		OD - 20	
3	Logistics Manager			
4	Commercial Manager		OD + 20	
5	Contract Support			
Location 2				
6	Technical Representative			

ATTACHMENT L

3. ROLE OF RESIDENT PERSONNEL

Note to drafters: *If the RP team is small, details of the roles may be inserted here; alternatively, an annex for duty statements or terms of reference may be added. Consideration should be given to identifying Commonwealth activities that are required under the Contract (eg, Commonwealth action for data items in accordance with the CDRL, acting as the Commonwealth Representative's delegate at specific meetings, etc) where this can be done succinctly. Where specific roles may be excluded (eg, processing of ECPs or CCPs), this should also be identified here.*

- 3.1 [DRAFTER TO INSERT DETAILS OF RP TEAM AND MEMBER ROLES / TERMS OF REFERENCE].

4. CONTRACTOR-PROVIDED FACILITIES FOR RESIDENT PERSONNEL

Note to drafters: *Insert details and amend the following suggested clauses as required.*

- 4.1 Unless otherwise agreed by the Commonwealth Representative, the work area provided by the Contractor for the RP shall:
- a. accommodate all members of the RP within a single area (ie, RP team members should not be physically isolated unless otherwise agreed);
 - b. include a lockable office for the RP Team Leader; and
 - c. include at least [DRAFTER TO INSERT] workstations (including desks and chairs) for temporary RP team members and visitors as may be required from time to time.
- 4.2 The Contractor shall provide a workstation for each RP team member that includes:
- a. the Information and Communications Technology (ICT) required by clause 6; and
 - b. [DRAFTER TO INSERT].
- 4.3 The Contractor shall provide the RP with a secure storage facility for classified matter up to and including [DRAFTER TO INSERT].
- 4.4 The Contractor shall provide the RP with access to a private meeting room facility, on an as-required basis, sufficient to accommodate at least [DRAFTER TO INSERT] persons.

Note to drafters: *Consider also company cafeteria (if available), washroom facilities, etc.*

5. WORK HEALTH AND SAFETY

Note to drafters: *The following clauses should be reviewed, amended, and expanded as necessary to address WHS requirements for the RP. Refer also to clause 12.4 of the COC and clause 9 of the SOW for standard Contract requirements for WHS and the code of practice referenced in clause 9.3.5 of the SOW.*

- 5.1 The Contractor shall provide, and shall ensure that the Subcontractors provide the RP with:
- a. a safe working environment in accordance with clause 9.3.5 of the SOW;
 - b. access to all safety-related training and briefings as may be reasonably required to ensure the health and safety of the RP when located at the Contractor's or Subcontractor's workplace(s) (as the case may be); and
 - c. access to all WHS procedures, safety risk assessments and other WHS-related information applicable to the RP when located at the Contractor's or Subcontractor's workplace(s) (as the case may be).
- 5.2 In the event of a Notifiable Incident involving RP, the Contractor shall:
- a. immediately notify the RP Team Leader or, if the RP Team Leader is not immediately contactable, the next available member of the RP team; and
 - b. report the Notifiable Incident in accordance with clause 9.4 of the SOW.

ATTACHMENT L

6. INFORMATION AND COMMUNICATIONS TECHNOLOGY REQUIREMENTS

Note to drafters: Add further requirements as applicable. Consideration may be given to telephones, access to the Defence Protected and/or Secret Network, a secure area, access to Contractor systems, printers, photocopiers, video-conferencing facilities, etc. Additional considerations may include which ICT resources may be shared versus exclusive use. Refer also to clause 11.10 of the COC, Defence Security.

6.1 [DRAFTER TO INSERT].

7. ANNEXES:

A. [DRAFTER TO INSERT]

ATTACHMENT M

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
AAI	Accountable Authority Instructions
ABL	Allocated Baseline
ABN	Australian Business Number
ABS	Australian Bureau of Statistics
ACE	Australian Contract Expenditure
ACM	Asbestos Containing Material
ACN	Australian Company Number
ACQPW	Acquisition Pricing Workbook
ACSC	Australian Cyber Security Centre
ACSI	Australian Communications Security Instruction
ADF	Australian Defence Force
AFD	Application for a Deviation
AIA	Australian Industry Activity
AIC	Australian Industry Capability
AIO	Australian Industry Opportunity
ANP	Australian Naval Publication
ANZ	Australia and New Zealand
ARBN	Australian Registered Body Number
ASARP	As Secure As Reasonably Practicable
ASTDL	ANZ Subcontractor Technical Data List
ATO	Australian Taxation Office
ATO	Authorisation to Operate
ATO-C	Authorisation to Operate with Conditions
ATP&Ps	Acceptance Test Plan and Procedures
ATR	Acceptance Test Report
AV&V	Acceptance Verification and Validation
BRDP	Business Rule Decision Points
BREX	Business Rules Exchange
CAGE	Commercial and Government Entity (see also NCAGE)
CAID	Clear Accountability In Design
CASG	Capability Acquisition and Sustainment Group
CASP	Commonwealth Assets Stocktaking Plan
CASR	Commonwealth Assets Stocktaking Report
CBD	Certification Basis Description

Abbreviation	Description
CCP	Contract Change Proposal
CCR	Configuration Change Register
CDRL	Contract Data Requirements List
CFA	Commercial and Financial Analysis
CI	Configuration Item
CM	Configuration Management
CMCA	Contractor Managed Commonwealth Assets
CMP	Configuration Management Plan
CMS	Contract Master Schedule
COC	Conditions of Contract
COMSEC	Communications Security
COTS	Commercial-Off-The-Shelf
CPR	Contract Performance Review
CPRs	Commonwealth Procurement Rules
CR	Commonwealth Representative
CSA	Configuration Status Accounting
CSAR	Configuration Status Accounting Report
CSCI	Computer Software Configuration Item
CSCR	Cyber Security Case Report
CSCRCP	Cyber Supply Chain Risk Plan
CSDB	Common Source Data Base
CSIRO	Commonwealth Scientific and Industrial Research Organisation
CSR	Contract Status Report
CSWBS	Contract Summary Work Breakdown Structure
CTIS	Cyber Threat Intelligence Sharing
CTXP	Contractor Transition Plan
CWBS	Contract Work Breakdown Structure
DASA	Defence Aviation Safety Authority
DASR	Defence Aviation Safety Regulations
DCwS	Defence Cyberworthiness System
DDG	Defence Digital Group
DDN	Data Dispatch Note
DDR	Detailed Design Review
DESE	Digitally Enabled Systems and Equipment

ATTACHMENT M

Abbreviation	Description
DID	Data Item Description
DIDS	Defence Industry Development Strategy
DISP	Defence Industry Security Program
DML	Data Management List
DOR	Description of Requirement
DRAIC	Defence-Required Australian Industrial Capability
DRAICRR	DRAIC Readiness Review
DSPF	Defence Security Principles Framework
DS&VS	Defence Security and Vetting Service
DWRM	Defence Workplace Relations Manual
E3	Electromagnetic Environmental Effects
E8MM	Essential Eight Maturity Model
ECARS	Equipment Certification to Access Radio Frequency Spectrum
ECP	Engineering Change Proposal
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Interference
EMM	Engineering and Maintenance Manual
EMP	Electromagnetic Pulse
ENVMS	Environmental Management System
ERP	Enterprise Resource Planning
ESCM	Electronic Supply Chain Manual
EVM	Earned Value Management
EVMP	Earned Value Management Plan
EVMS	Earned Value Management System
FAC	Final Acceptance Certificate
FACRR	Facilities Readiness Review
FBL	Functional Baseline
FCA	Functional Configuration Audit
FRAR	Facilities Requirements Analysis Report
FTE	Full-Time Equivalent
GFD	Government Furnished Data
GFE	Government Furnished Equipment
GFF	Government Furnished Facilities
GFI	Government Furnished Information
GFM	Government Furnished Material
GFS	Government Furnished Services
GST	Australian Goods and Services Tax
HAR	Hazard Analysis Report
HE	Human Engineering
HEPP	Human Engineering Program Plan
HERF	Hazards of Electromagnetic Radiation to Fuel
HERO	Hazards of Electromagnetic Radiation to Ordnance

Abbreviation	Description
HL	Hazard Log
HRI	Hazard Risk Index
HSI	Human System Interface
HSMP	Health and Safety Management Plan
HWCI	Hardware Configuration Item
ICE	Imported Contract Expenditure
ICT	Information and Communications Technology
ICTA	ICT Accreditation
ILS	Integrated Logistic Support
IP	Intellectual Property
IPP	Indigenous Procurement Policy
IRMT	Integrated Reliability, Maintainability and Testability
IRMTPR	Integrated Reliability, Maintainability and Testability Program Report
ISP	Integrated Support Plan
ISSMP	In-Service Security Management Plan
IT	Information Technology
KPIs	Key Performance Indicators
LCAM	Logistics Compliance and Assurance Manual
LCC	Life Cycle Cost
LCCMP	Life Cycle Cost Management Plan
LOT	Life-of-Type
LSA	Logistic Support Analysis
LSAR	Logistic Support Analysis Record
MILIS	Military Integrated Logistics Information System
MOTS	Military-Off-The-Shelf
MSA	Materiel Safety Assessment
MSR	Mandated System Review
MSSMP	Materiel System Security Management Plan
MSTDT	Mission System Technical Documentation Tree
MTDI	Master Technical Data Index
NATO	North Atlantic Treaty Organisation
NCAGE	NATO Commercial and Government Entity Code
NSN	NATO Stock Number
NTE	Not-To-Exceed
OCD	Operational Concept Document
ODIS	Office of Defence Industry Support
OEM	Original Equipment Manufacturer
OT	Operational Technology
PBL	Product Baseline
PBS	Product Breakdown Structure
PCA	Physical Configuration Audit

ATTACHMENT M

Abbreviation	Description
PDF	Portable Document Format
PDR	Preliminary Design Review
PMP	Project Management Plan
PPE	Personal Protective Equipment
PPR	Provisioning Preparedness Review
PT PCP	Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC. Payment Times Procurement Connected Policy
PRRL	Personnel Resource Requirements List
PSS	Planned Servicing Schedule
PV&VRP	Previous V&V Results Package
QA	Quality Assurance
QMS	Quality Management System
R&D	Research and Development
RAM	Reliability, Availability and Maintainability
RI	Repairable Item
RP	Resident Personnel
RPL	Recommended Provisioning List
RTM	Requirements Traceability Matrix
S&TE	Support and Test Equipment
SAC	Supplies Acceptance Certificate
SADL	Systems Approach to Defence Learning
SCCG	Security Classification and Categorisation Guide
SCR	Safety Case Report
SDIP	Sovereign Defence Industrial Priority
SDR	System Definition Review
SDS	Safety Data Sheet
SE	Systems Engineering
SEG	Security and Estate Group
SEMP	Systems Engineering Management Plan
SFARP	So Far As Reasonably Practicable
SGML	Standard Generalized Markup Language
SICC	Security Incident Coordination Centre
SME	Small to Medium Enterprises
SWMP	Software Management Plan
SOW	Statement of Work
SRMP	Security Risk Management Plan
SRR	System Requirements Review
SS	System Specification
SSoI	Security System of Interest
SSOP	Security Standard Operating Procedure
SSP	System Security Plan
SSPP	System Safety Program Plan

Abbreviation	Description
SSS	System/Subsystem Specification
SSTD	Support System Technical Data List
STR	Statement of Tax Record
SWG	Security Working Group
SWLIST	Software List
SWSP	Software Support Plan
TD	Technical Data
TDP	Technical Data Plan
TDSR	Technical Data and Software Rights
TNGRR	Training Readiness Review
ToSA	Target of Security Assessment
TRR	Test Readiness Review
UOC	Unit of Competency
V&V	Verification and Validation
V&VP	Verification and Validation Plan
VCRM	Verification Cross Reference Matrix
VET	Vocational Education and Training
WBS	Work Breakdown Structure
WHS	Work Health and Safety
WHSMS	WHS Work Health and Safety Management System
XML	eXtensible Markup Language

ATTACHMENT M

2. DEFINITIONS

Term	Status	Definition
Acceptance	(Core)	means signature by the Commonwealth Representative of a SAC in accordance with clause 6.5 of the COC; and 'Accept' has a corresponding meaning.
Acceptance Verification and Validation	(Core)	means V&V activities conducted in accordance with clause 7 of the SOW for the purposes of achieving Acceptance of Supplies.
Accreditation	(Optional)	means formal recognition by an authoritative body that: <ul style="list-style-type: none"> a. an organisation has demonstrated competence to carry out certain duties and tasks; or b. 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).
ACE Measurement Point	(Core)	means each ACE Measurement Point specified in Table F-1 of Attachment F.
ACE Measurement Rules	(Core)	means the referenced document titled ' <i>Australian Contract Expenditure Measurement Rules</i> ', which defines the methods to be applied to determine the values for ACE and ICE for the Contract.
ACE Value	(Core)	means the Australian dollar value of ACE.
Achieved ACE Percentage	(Core)	means, in respect of an ACE Measurement Point, the ACE expressed as a percentage of the Total Contract Expenditure.
ADF Capability Objectives	(Core)	has the meaning given in clause 1.3.1b of the COC.
Adjustment Note	(Core)	has the same meaning as in the GST Act.
Administration and Logistics Delay Time	(Core)	means the period during which Maintenance is delayed for reasons of an administrative or logistics nature, including waiting for a spare to become available, waiting for an item of S&TE in order to perform Maintenance, waiting for transportation, waiting to use a facility required for Maintenance, and waiting for Maintenance Personnel to become available.
AIC Compliance Certificate	(Core)	means a certificate in the form of Annex H to Attachment I.
AIC Objectives	(Core)	has the meaning given in clause 1.3.1c of the COC.
AIC Obligations	(Core)	means the obligations under the Contract relating to AIC and for the avoidance of doubt includes the following obligations: <ul style="list-style-type: none"> a. the obligations on the Contractor under clause 4 of the COC, clause 10 of the SOW and Attachment F; and b. the Essential AIC Obligations.
AIC Remediation Plan	(Core)	has the meaning given in clause 4.4.1 of the COC.
AIC Subcontractor	(Core)	means a Subcontractor identified as an AIC Subcontractor in Attachment H in accordance with clause 11.9 of the COC.
AIC Subcontractor Obligations	(Core)	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.

ATTACHMENT M

Term	Status	Definition
Allocated Baseline	(Optional)	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, interface requirements with interfacing CIs, additional design constraints, and the Verification required to demonstrate achievement of those specified characteristics.
Application for a Deviation	(Core)	means an Application for a Deviation in the form of the annex to DID-PM-MGT-AFD.
Approval	(Core)	<p>a. for a data item, has the meaning given by clause 2.4.4 of the SOW; and</p> <p>b. 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.</p> <p>Approval in either case does not constitute Acceptance; and 'Approve' and 'Approved' have a corresponding meaning.</p>
Approved Subcontractor	(Core)	means a Subcontractor that is listed in Attachment H; and 'Approved Subcontract' means a contract between the Contractor and an Approved Subcontractor or between a Subcontractor and an Approved Subcontractor to that Subcontractor.
Approved Subcontractor Deed	(Core)	means a deed substantially in the form of Annex A to Attachment I.
Approved Substance	(Core)	<p>means a Problematic Substance that is:</p> <p>a. specified by the Commonwealth in writing for use under the Contract;</p> <p>b. embedded within GFE;</p> <p>c. Approved in the Hazard Log or Materiel Safety Assessment, as applicable, for inclusion in the Supplies; or</p> <p>d. Approved and used for the purpose(s) specified in the Approved HSMP or the Approved PMP, as applicable.</p>
As Secure As Reasonably Practicable or ASARP	(Core)	<p>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:</p> <p>a. require a disproportionate deterioration in relation to meeting other system cost, schedule, or performance objectives;</p> <p>b. violate system constraints; or</p> <p>c. require unacceptable concessions, such as an unacceptable change in the way operations are performed.</p>
Asbestos Containing Material	(Core)	has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Associated Parties	(Core)	means other entities (including other contractors and Commonwealth organisations) performing activities related to the Supplies, the Capability, or otherwise having a connection with the work performed under the Contract.

ATTACHMENT M

Term	Status	Definition
Authority to Operate or ATO	(Optional)	<i>Note to drafters: This term is only applicable for Security Authorisations relating to ICT Security.</i> has the meaning given through the Defence Security Principles Framework (DSPF).
Authority to Operate with Conditions or ATO-C	(Optional)	<i>Note to drafters: This term is only applicable for Security Authorisations relating to ICT Security.</i> has the meaning given through the DSPF.
Attachment	(Core)	means an Attachment to the Contract.
Audit	(Core)	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.
Australian Contract Expenditure or ACE	(Core)	has the meaning given in paragraph 2.2 of the ACE Measurement Rules.
Australian Entity	(Core)	means: a. a company registered under the <i>Corporations Act 2001</i> (Cth) or a company registered under the <i>Companies Act 1993</i> (New Zealand); b. a body corporate, partnership, joint venture or association formed or incorporated in Australia or New Zealand; or c. a foreign-owned company in Australia or New Zealand, and which has a registered body number (ie, ARBN or NZRBN), 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.
Australian Industry	(Core)	means Australian Entities that perform work in Australia or New Zealand.
Australian Industry Activity or AIA	(Core)	means an activity identified as an Australian Industry Activity in Attachment F.
Australian Industry Capability or AIC	(Core)	means the program of activities set out in the Contract to achieve the Government and Defence policies for Australian Industry.
Australian Industry Opportunity or AIO	(Optional)	means an opportunity to achieve enhanced outcomes against the AIC Objectives.
Australian Privacy Principles	(Core)	has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Authorisation	(Core)	means a licence, accreditation, permit, registration, regulatory approval, Export Approval or other documented authority (however described), required by law and necessary for the delivery of the Supplies or the performance of the Contract.
Base Date Currency Exchange Rate	(Core)	means the currency exchange rate between source currency and AUD available from www.rba.gov.au/statistics/frequency/exchange-rates.html that applied at the Base Date.
Baseline	(Core)	see Configuration Baseline.

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Defence Cost Principles	(Core)	means the referenced document titled ' <i>Defence Cost Principles</i> ', which provides a framework to deliver greater understanding and clarity regarding how costs may be attributed to Defence Contracts.
Capability	(Core)	means the ability, resulting from the employment of the Mission System and the Support System, to achieve a desired operational effect in a nominated environment within a specified time and to sustain that effect for a designated period.
Capability State	(Core)	means the differing states of the Capability System and any intermediate state.
Capability System	(Core)	means the Materiel System combined with all other elements provided by the Commonwealth, including Personnel and Facilities.
Certificate of Conformity	(Core)	means a formal certification that the goods supplied are authentic, their origin traceable, that they meet the specification and conditions contained in the original order, and that this is certified by a responsible member of the supplier's quality control organisation.
Certification	(Core)	means: <ul style="list-style-type: none"> a. for the purposes of clauses 8 and 9 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 b. in relation to the certification of Supplies, the end result of a process which formally examines and documents compliance of Supplies against predefined standards, to the satisfaction of the certifying authority.
Certification Basis	(Optional)	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.
Certification Basis Description	(Optional)	means the document listing, inter-alia, the individual Certification Basis requirements and the evidence that demonstrates Contractor compliance with the requirements.
Change of Control	(Core)	means: <ul style="list-style-type: none"> a. a body corporate or entity that Controls the Contractor or the Guarantor ceases to Control the Contractor or the Guarantor; or b. a body corporate or entity that does not Control the Contractor or the Guarantor comes to Control the Contractor or the Guarantor.
Circuit Layout	(Core)	means a circuit layout that is protected under the <i>Circuit Layouts Act 1989</i> (Cth) or the corresponding laws of any other jurisdiction.
Claim	(Core)	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).
Codification	(Core)	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.
Codification Data	(Core)	means: <ul style="list-style-type: none"> a. for items of Supplies not already codified in the NATO Codification System, the engineering drawings, standards, specifications and/or technical documentation required to fully identify the items

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		designated by the Commonwealth to support the equipment covered by the Contract; or b. for items of Supplies already codified in the NATO Codification System, the details of that codification.
Commercial and Government Entity Code	(Core)	means the code that identifies the manufacturer of an item in the NATO Codification System.
Commercial Item	(Core)	means an item that is: a. available to the general public or in the market for defence goods and services for supply on standard commercial terms; and b. 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).
Commercial Software	(Core)	means Software that is: a. a Commercial Item; b. supplied, without further development or modification in conjunction with a Commercial Item under the standard commercial terms applicable to that item; or c. Free and Open Source Software.
Commercial TD	(Core)	means TD that is: a. a Commercial Item; or b. 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.
Commercialise	(Core)	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.
Commonwealth Contractor	(Core)	means a person (other than the Contractor or a Subcontractor) engaged by the Commonwealth to provide goods or services to the Commonwealth.
Commonwealth Default	(Core)	means a Default by the Commonwealth, a Commonwealth Officer or a Commonwealth Contractor.
Commonwealth Mandated GFM	(Optional)	means GFE or GFD identified as 'Commonwealth Mandated GFM' in Annex A to Attachment E.
Commonwealth Officer	(Core)	means any of the following: a. a Minister of State for the Commonwealth; b. a person employed or engaged under the <i>Public Service Act 1999</i> (Cth) or the <i>Members of Parliament (Staff) Act 1984</i> (Cth); c. a person who is included in Defence Personnel; and d. a member of the Australian Federal Police.
Commonwealth Personnel	(Core)	means Commonwealth Officers, Defence Personnel and any other agents of the Commonwealth.
Commonwealth Premises	(Core)	means any of the following that is owned, leased, occupied or operated by the Commonwealth:

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		<ul style="list-style-type: none"> a. an area of land or any other place (whether or not enclosed or built on); b. a building or other structure; and c. a vehicle, a vessel (including a submarine) or an aircraft.
Commonwealth Property	(Core)	means property of any kind (including GFM) owned or leased by, or in the possession of, the Commonwealth.
Commonwealth Service Provider	(Core)	<p>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:</p> <ul style="list-style-type: none"> a. professional, administrative, contract management or project management services to Defence; or b. technical management or assurance services, including verification and validation, safety, certification, security or capability development, <p>but does not include Excluded Parties.</p>
Commonwealth Software	(Core)	<p><i>Note to tenderers: The Commonwealth will own any IP created under the Contract or a Subcontract in respect of Commonwealth Software.</i></p> <p>means:</p> <ul style="list-style-type: none"> a. any Software of the type described in Annex C to the TDSR Schedule in respect of an item of Supplies specified in that Annex; and b. any developments, modifications or improvements to that Software.
Commonwealth Supplier Code of Conduct	(Core)	means the Commonwealth Supplier Code of Conduct, as amended from time to time.
Commonwealth TD	(Core)	<p><i>Note to tenderers: The Commonwealth will own any IP created under the Contract or a Subcontract in respect of Commonwealth TD.</i></p> <p>means:</p> <ul style="list-style-type: none"> a. any TD of the type described in Annex C to the TDSR Schedule in respect of an item of Supplies specified in that Annex; and b. any developments, modifications or improvements to that TD.
Competency	(Core)	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.
Confidential Information	(Core)	<p>means:</p> <ul style="list-style-type: none"> a. any information in the Contract that is identified in Attachment N; and b. any other information: <ul style="list-style-type: none"> (i) that is commercially sensitive (not generally known or ascertainable); and (ii) the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and

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		<p>(iii) that was provided with an express or implied understanding that it would remain confidential,</p> <p>but does not include information that:</p> <p>c. is or becomes public knowledge other than by breach of the Contract;</p> <p>d. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or</p> <p>e. has been independently developed or acquired by the receiving party.</p>
Configuration Audit	(Core)	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.
Configuration Baseline (or 'Baseline')	(Core)	means: <p>a. 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, for conducting Verification and Validation, and for other management activities;</p> <p>b. 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;</p> <p>c. in the context of Configuration Management documents, the currently approved and released configuration documentation; and</p> <p>d. in the context of a Software product, a released set of files comprising a Software version and associated configuration documentation.</p>
Configuration Control	(Core)	means: <p>a. 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</p> <p>b. in the context of a product, the CM function that ensures changes to and variances from an approved Configuration Baseline are properly identified, recorded, evaluated, approved or disapproved, and incorporated and Verified as appropriate; including the implementation of all approved and released changes into:</p> <p>(i) the applicable configurations of a product;</p> <p>(ii) associated product information; and</p> <p>(iii) supporting and interfacing products and their associated information.</p>
Configuration Control Board	(Core)	means the group comprising executive, technical, logistics and other representatives who review and recommend approval or disapproval of changes and variances to an approved configuration managed product (Mission System, CI, or other product) and its supporting documentation. There may be Commonwealth, Contractor and

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		Subcontractor CCBs, as applicable to the Contract. The composition of the required CCB is normally defined in each organisation's CM plans.
Configuration Identification	(Core)	<p>means:</p> <ul style="list-style-type: none"> a. in the context of an identification process, the unique identifiers for a product and its configuration documents; and b. in the context of a CM activity, the systematic process of selecting the product attributes, organising associated information about the attributes, and stating the attributes. This CM activity encompasses the: <ul style="list-style-type: none"> (i) establishment of a structure for products (including the selection of CIs) for product configuration information; (ii) determination of the types of configuration documentation required for each CI to select, define, document, and baseline product attributes; (iii) issuance of numbers and other identifiers affixed to the CIs and to the technical documentation that defines the CI's configuration; and (iv) release of CIs and their associated configuration documentation, and establishment of Configuration Baselines for CIs.
Configuration Item	(Core)	means an aggregation of hardware/Software, a combination of both, or any of its discrete proportions, which satisfies an end item use function and is designated for separate Configuration Management.
Configuration Management	(Core)	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.
Configuration Status Accounting	(Core)	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.
Consolidated Group	(Optional)	means a Consolidated Group or a Multiple Entry Consolidated (MEC) group as those terms are defined in section 995-1 of the <i>Income Tax Assessment Act 1997</i> (Cth).
Consumable	(Core)	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.
Contamination	(Optional)	means the presence in, on or under land, air or water of a substance (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.

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Contract	(Core)	means the COC (including the Details Schedule), the attachments including the Statement of Work, and any document expressly incorporated as part of the Contract.
Contract (Support)	(Core)	means a contract entered into, or to be entered into, to sustain the major elements of the Supplies.
Contract Change Proposal	(Core)	means a proposal in the format required by and submitted in accordance with clause 11.1 of the COC.
Contract Material	(Core)	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.
Contract Price	(Core)	means the amount specified in Annex A to Attachment B as the Contract Price.
Contract Summary Work Breakdown Structure or CSWBS	(Core)	means the Work Breakdown Structure (WBS) set out at clause 4 of this Attachment M.
Contractor Default	(Core)	means a Default in relation to the Contract by the Contractor or Contractor Personnel.
Contractor Maintained Licensed Fittings	(Optional)	<p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>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.</p>
Contractor Managed Commonwealth Assets	(Core)	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.
Contractor Personnel	(Core)	means each of the following: <ul style="list-style-type: none"> a. an employee, officer or agent of the Contractor; b. a Subcontractor; and c. an employee, officer or agent of a Subcontractor.
Contractor Premises	(Core)	means any of the following: <ul style="list-style-type: none"> a. premises owned by the Contractor, a Related Body Corporate of the Contractor, or a Subcontractor; and b. premises (including any GFF): <ul style="list-style-type: none"> (i) that is leased by, or licensed to, the Contractor, a Related Body Corporate of the Contractor, or a Subcontractor; and (ii) where the Contractor, Related Body Corporate, or the Subcontractor is responsible for controlling physical access to the premises.
Contractor (Support)	(Core)	means the party (other than the Commonwealth) to the Contract (Support).
Control	(Core)	means, in relation to the Contractor or the Guarantor, any of the following:

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		<ul style="list-style-type: none"> a. 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; b. 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; c. the ability to appoint or remove a majority of the directors of the Contractor or the Guarantor; d. the ability to exercise or control the exercise of the casting of a majority of votes at the meeting of the board of directors of the Contractor or the Guarantor; and e. any other means, direct or indirect, of dominating the decision making and financial and operating policies of the Contractor or the Guarantor.
Controller	(Core)	has the same meaning as in the <i>Corporations Act 2001</i> (Cth).
Copyright	(Core)	means any existing or future copyright as defined under the <i>Copyright Act 1968</i> (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.
Corrective Maintenance	(Core)	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.
Correctly Rendered Invoice	(Optional)	<p>Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC.</p> <p>for the purposes of clause 11.9.12 of the COC, means an invoice which is:</p> <ul style="list-style-type: none"> a. rendered in accordance with all of the requirements of the relevant PT PCP Subcontract; and b. for amounts that are correctly calculated and due for payment and payable under the terms of the relevant PT PCP Subcontract.
Cost Reimbursement Supplies	(Optional)	means the Supplies specified in [INSERT ANNEX or ANNEXES] to the SOW for which Cost Reimbursement Payments shall be payable in accordance with clause 7.8.1 of the COC.
Critical Resources	(Core)	means those resources which are not new but require special management attention due to schedule constraints, cost implications or known scarcities.
Cyber Supply Chain	(Core)	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.

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Cyberworthiness	(Core)	<p>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.</p> <p>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.</p>
Defence Cyberworthiness System	(Optional)	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.
Dangerous Goods	(Core)	has the meaning given in the <i>Australian Code for the Transport of Dangerous Goods by Road and Rail</i> (extant edition and as amended from time to time).
Day	(Core)	means a calendar day.
Default	(Core)	<p>means any of the following:</p> <ul style="list-style-type: none"> a. a breach of an express or implied provision of the Contract by a party to the Contract; and b. a breach of a general law duty or an applicable law in relation to the Contract by any of the following: <ul style="list-style-type: none"> (i) the Commonwealth or Commonwealth Personnel; (ii) a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor; and (iii) the Contractor or Contractor Personnel. <p>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.</p> <p>A breach of a general law duty or an applicable law by Contractor Personnel is taken to be a Default of the Contractor.</p>
Defect	(Core)	<p>means a defect, fault (including a fault which results in a Failure), damage, malfunction or omission, including in relation to:</p> <ul style="list-style-type: none"> a. operation, performance or functionality; or b. design, manufacture, workmanship or materials, <p>and 'Defective' has a corresponding meaning.</p> <p>Without limiting the above, Supplies are Defective if they do not conform to the requirements of the Contract. A defect, fault, damage, malfunction or omission is not a Defect to the extent that it results from fair wear and tear.</p>
Defence	(Core)	means the Department of Defence and/or the Australian Defence Force.

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Defence Personnel	(Core)	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 <i>Defence Act 1903</i> (Cth)) and the equivalents from other organisations on exchange to Defence.
Defence Property	(Core)	means Commonwealth Property administered by Defence.
Defence Purpose	(Core)	means a purpose related to any of the following: a. the defence and defence interests of Australia; b. the national security of Australia; c. the provision of aid or assistance in respect of an emergency or disaster (whether natural or otherwise); and d. peacekeeping or peace enforcement activities.
Defence-Required Australian Industrial Capability or DRAIC	(Optional)	means an Industrial Capability provided by one or more Australian Entities that provides specific outcomes required by Defence, and which is described in Attachment F. A DRAIC is a combination of DRAIC Elements that can be: a. organised and operated to provide the required outcome; and b. applicable to the acquisition and/or the sustainment of a Materiel System.
Defence Service Provider	(Core)	means a person, other than Defence Personnel, involved in Defence work or engaged by Defence.
Delivery Schedule	(Core)	means Attachment C to the Contract.
Description of Requirement	(Core)	means the document set out at Annex A to the SOW.
Digitally Enabled Systems and Equipment or DESE	(Core)	<i>Note to drafters: Amend the following definition to suit the cyber-security requirements of the Contract. This definition acts to scope the cyber-security requirements (eg, for the purposes of cyber supply chain analyses).</i> 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).
Design Authority	(Core)	means a person or organisation that has the overall responsibility for developing and ensuring the integrity of a design of a system or equipment, ensuring that the design decisions are documented and the consequences of any design decision are understood.
Detailed SDIP	(Optional)	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.
Developmental Support System Components	(Optional)	means all items of S&TE, Training Equipment and special-to-type Packaging that either need to be developed or modified to satisfy the requirements of the Contract. Developmental Support System Components are a subset of Support System Components.
Deviation	(Core)	means written authorisation to depart from the originally specified requirements for a product before its production, granted following an application for a Deviation submitted before the event, when a condition is identified as not being able to be achieved, such as any of the following:

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		<ul style="list-style-type: none"> a. test requirement; b. process requirement; c. material requirement; and d. quality system requirement.
Dispute	(Core)	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.
Document	(Core)	<p>includes each of the following:</p> <ul style="list-style-type: none"> a. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and b. 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.
DRAIC Element	(Optional)	means a component element of a DRAIC, and includes, as separate DRAIC Elements, infrastructure, hardware, Software, materiel, facilities, personnel, ICT, processes, and Technical Data.
Earned Value Management or EVM	(Optional)	means the program set out in clause 3.2.4 of the SOW for integrating scope, schedule, and resources and for measuring project performance under the Contract. It compares the amount of work that was planned with what was actually earned and what was actually spent to determine if cost and schedule performance are as planned. It also includes the management action to correct deviations from the plan.
Earned Value Management System or EVMS	(Optional)	means a system that complies with clause 3.2.4 of the SOW.
Effectivity	(Core)	means a designation, defining the product range (eg, serial numbers, block numbers, batch numbers, lot numbers, models, dates or event) at which a specific product configuration applies, a change is to be or has been affected, or to which a variance from that product information applies.
Engineering Change Proposal	(Core)	<p>means a formal written proposal by the Commonwealth or the Contractor, prepared in accordance with the terms of the Contract, by which a change to a Baseline of an article, either delivered or to be delivered, is proposed, described, justified, and submitted to the approval authority. An Engineering Change Proposal may require revision of product configuration documentation, including:</p> <ul style="list-style-type: none"> a. the contract specification; b. the engineering drawings; and c. any document referenced from the documents identified in either paragraphs a or b.
Engineering Design Data	(Optional)	has the meaning given in DEF(AUST)CMTD-5085C, ' <i>Engineering Design Data for Defence Materiel</i> '.
Engineering Support	(Core)	means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable engineering and design-management services to be competently

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		provided for the Materiel System throughout its LOT. Engineering Support includes Software support.
Environment	(Optional)	in the context of environmental management, means any of the following: a. ecosystems and their constituent parts; b. natural and physical resources; c. the qualities and characteristics of locations, places and areas; d. noise; and e. the social, economic, aesthetic and cultural aspects of a thing mentioned in paragraphs a, b or c.
Environmental Harm	(Optional)	means any actual or threatened adverse impact on, or damage to, the Environment.
Environmental Incident	(Optional)	means any Environmental Harm or Contamination caused by or in relation to the Contractor's activities.
Environmental Management System or ENVMS	(Optional)	has the meaning given to that term in AS/NZS ISO 14001:2015.
Environmental Outcomes	(Optional)	means the minimisation of Environmental Harm wholly or partially caused by the Materiel System or its use, achieved through the elimination of environmental hazards and minimisation of environmental risks.
Essential AIC Obligations	(Core)	means each of the obligations set out in clause 4.2 of the COC.
EVM-required Subcontractor	(Optional)	means an Approved Subcontractor that is required to implement an EVMS that complies with the identified requirements under the Subcontractor Earned Value Management Requirements clause of the SOW.
Excepted Risk	(Core)	means an event or circumstance that is any of the following: a. an act of God, including a natural disaster, such as a bushfire, an earthquake, a flood, a landslide or a cyclone; b. 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; c. confiscation by governments or public authorities; and d. ionising radiation, contamination by radioactivity from nuclear fuel or waste, or combustion of nuclear fuels, except to the extent that the event or circumstance (or any resulting delay, loss or damage): e. arose out of or as a consequence of a Contractor Default; or f. could have been prevented or mitigated, by reasonable care on the part of the Contractor or Contractor Personnel.
Excluded Parties	(Core)	means the parties identified as such in Annex D to the TDSR Schedule.
Export Approval	(Core)	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

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		performance of the Contract, including the provision and use of the Supplies.
Facilities	(Core)	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.
Facilities Condition Report	(Optional)	<p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>in relation to a GFF Licensed Area, means the report at Appendix 3 of the relevant annex to Attachment O.</p>
Failure	(Core)	means the inability of a system or component to perform its required functions within specified performance requirements. The fault tolerance discipline distinguishes between a human action (a mistake), its manifestation (a hardware or Software fault), the result of the fault (a failure), and the amount by which the result is incorrect (the error).
Failure Mode	(Core)	means the physical or functional manifestation of a Failure. For example, a system in failure mode may be characterised by slow operation, incorrect outputs, or complete termination of execution.
Failure Severity	(Core)	has the meaning set out in clause 7.1.7 of the SOW.
Final Acceptance	(Optional)	means signature, by the Commonwealth Representative, of a Final Acceptance Certificate in accordance with clause 6.6 of the COC.
Final Acceptance Certificate	(Core)	means the certificate issued under clause 6.6 of the COC and as set out at Annex B to Attachment I.
Free and Open Source Software	(Core)	<p>means Software that:</p> <ul style="list-style-type: none"> a. is distributed on a free to use basis without a requirement to pay a Royalty or other fee; and b. may be used, modified, developed or adapted by any person subject to specified conditions, <p>and includes open source Software, public domain Software, shareware, community source Software and freeware.</p>
Full-Time Equivalent or FTE	(Optional)	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.
Functional Baseline or FBL	(Core)	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. The system or segment specification, with support from other documents, as applicable, establishes the functional baseline for the Mission System and Developmental Support System Components.
GFF Common Area	(Optional)	<p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>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.</p>

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Term	Status	Definition
GFF Delay Event	(Optional)	<p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>means any of the following:</p> <ul style="list-style-type: none"> a. 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; b. the Commonwealth requires the Contractor to relocate from the GFF to another location; c. the GFF Licence is terminated by the Commonwealth; and d. 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, <p>other than as a result of a Contractor Default or an Excepted Risk.</p>
GFF Licence	(Optional)	<p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>means the licence granted by clause 3.8 of the COC.</p>
GFF Licence Application Date	(Optional)	<p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>in relation to a GFF Licensed Area, means the date specified in the annex for that GFF Licensed Area as the date on which the GFF Licence applies to the GFF Licensed Area.</p>
GFF Licence Commencement Date	(Optional)	<p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>in relation to the GFF Licence, means [... INSERT DATE ...], being the date the GFF Licence commences.</p>
GFF Licence Expiry Date	(Optional)	<p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>in relation to the GFF Licence, means [... INSERT DATE ...], being the date the GFF Licence expires and ceases to have effect.</p>
GFF Licence Term	(Optional)	<p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>in relation to a GFF Licence, means the period determined in accordance with clause 1.1 of Attachment O.</p>
GFF Licensed Area	(Optional)	<p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>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.</p>
GFF Permitted Purpose	(Optional)	<p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>means any of the following:</p> <ul style="list-style-type: none"> a. the purpose of performing the Contractor's obligations under and in connection with the Contract; and

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Term	Status	Definition
		b. 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.
Glossary	(Core)	means this glossary.
Governing Security Documents	(Optional)	<p>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.</p> <p>means the following documents applicable to the security provisions of the SOW:</p> <ul style="list-style-type: none"> a. the Protective Security Policy Framework (PSPF); b. the Australian Government Information Security Manual (ISM); c. the Defence Security Principles Framework (DSPF); d. the Essential Eight Maturity Model (E8MM); e. the Security Classification and Categorisation Guide (SCCG) at Attachment J to the COC; f. [INSERT OTHER APPLICABLE DEFENCE SECURITY DOCUMENTS].
Government Agency	(Core)	<p>means a person or body performing governmental functions, including any of the following:</p> <ul style="list-style-type: none"> a. a body politic; b. a government or government department or other body; c. a governmental, semi-governmental or judicial person; and d. a person (whether autonomous or not) charged with the administration of a law.
Government Furnished Data or GFD	(Optional)	means the data identified as 'Government Furnished Data' in Attachment E.
Government Furnished Equipment or GFE	(Optional)	means the equipment identified as 'Government Furnished Equipment' in Attachment E.
Government Furnished Facilities or GFF	(Optional)	<p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>means the GFF Licensed Area(s) identified in Attachment O.</p>
Government Furnished Information or GFI	(Optional)	means the information identified as 'Government Furnished Information' in Attachment E.
Government Furnished Material or GFM	(Optional)	means GFD, GFE, and GFI and any other material identified by the Commonwealth as GFM in Attachment E.
Government Furnished Services or GFS	(Optional)	means the services identified as 'Government Furnished Services' in Annex B to Attachment E.

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Term	Status	Definition
GST Act	(Core)	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and associated taxation legislation.
GST Group	(Optional)	means a GST group formed in accordance with Division 48 of the GST Act.
Guaranteed Agreement	(Optional)	<p>Note to drafters: Include this if optional clause 7.7.2 is used in the COC.</p> <p>means an agreement listed at Attachment 1 to the Master Deed of Guarantee and Indemnity.</p>
Hazardous Chemical	(Core)	has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Information and Communications Technology Equipment or ICT Equipment	(Optional)	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.
Imported Content	(Core)	means that part of the Supplies that is not AIA or Australian Government charges or duties, including GST. This includes that part of the Supplies that is of overseas (other than New Zealand) origin and comprises all associated costs including, but not limited to, international freight and cartage (by other than Australian and New Zealand industry carriers), agent's fees, and overseas storage.
Imported Contract Expenditure or ICE	(Core)	has the meaning given in paragraph 2.3 of the ACE Measurement Rules.
Independent AIC Audit Program	(Core)	means the Commonwealth's Independent AIC Audit Program for auditing compliance with the AIC Obligations and AIC Subcontractor Obligations.
Indigenous Enterprise	(Optional)	<p>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.</p> <p>Supply Nation (www.supplynation.org.au) maintains a list of Indigenous Enterprises that meet this definition.</p>
Industrial Capability	(Core)	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; and 'Industrial Capabilities' has a corresponding meaning.
Insolvency Event	(Core)	<p>means, in respect of a person, any of the following:</p> <p>a. the person:</p> <ul style="list-style-type: none"> (i) becoming insolvent; (ii) ceasing to carry on all or a material part of its business; or (iii) taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;

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		<ul style="list-style-type: none"> b. 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; c. the person becoming subject to external administration provided for in Chapter 5 of the <i>Corporations Act 2001</i> (Cth); d. 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 <i>Personal Properties Securities Act 2009</i> (Cth)); e. the person being taken under section 459F(1) of the <i>Corporations Act 2001</i> (Cth) to have failed to comply with a statutory demand; f. an order or resolution for the winding up or deregistration of the person; g. 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 h. any analogous event under the law of any applicable jurisdiction.
Intellectual Property or IP	(Core)	<p>means all present and future rights conferred by law in or in relation to any of the following:</p> <ul style="list-style-type: none"> a. Copyright; b. rights in relation to a Circuit Layout, Patent, Registrable Design or Trade Mark (including service marks); and c. 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.
Internal System Review	(Core)	means a System Review, other than a Mandated System Review, that the Contractor or Subcontractor conducts as part of the program of activities for the Contract.
Introduction into Service Training	(Core)	means Training that is designed to train Personnel, who are already competent and qualified on existing equipment, on the new systems being provided under the Contract to enable those Personnel to competently operate and support the new systems. This type of Training would also be provided to training personnel.
Issue	(Core)	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.
Key Commercial Item	(Core)	means a Commercial Item listed (or required to be listed) in Annex C to the TDSR Schedule.
Key Person	(Optional)	means a person filling a Key Staff Position.
Key Staff Position	(Optional)	means a project position that requires a person with highly specialised skills or such capabilities that are crucial to the success of the project, as identified in accordance with clause 3.4 of the SOW.
Latent Defect	(Core)	means a Defect that:

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		<p>a. was not discoverable by reasonable test, inspection, or other methods of assurance before Acceptance of the Supplies (or if the Contract does not provide for Acceptance of the Supplies, Final Acceptance), as the case may be; and</p> <p>b. other than in relation to Software, falls outside the incidence of random Failures to be expected of Supplies of the relevant kind.</p>
LD Amount	(Optional)	for a Milestone, means the amount specified in, or calculated in accordance with, Attachment D as the LD Amount for the Milestone.
Licence	(Core)	<p>means a non-exclusive licence of IP in respect of TD, Software or Contract Material, being a licence that:</p> <p>a. is fully paid-up and does not require any additional payment by the licensee, including by way of Royalty or any other fee;</p> <p>b. cannot be revoked or terminated by the licensor for any reason except upon expiration of a statutory protection term;</p> <p>c. operates in perpetuity without any action required on the part of the licensee to renew or extend the licence;</p> <p>d. operates on a world-wide basis; and</p> <p>e. binds each successor in title to the owner of the IP in respect of the TD, Software or Contract Material.</p>
Licensed Fittings	(Optional)	<p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>means the following items in a GFF Licensed Area:</p> <p>a. fixed internal partitioning and panelling;</p> <p>b. floor coverings, window blinds and awnings;</p> <p>c. cabling and connection points of any installed telecommunication systems;</p> <p>d. lines, conduits, connections, taps, outlets, controls and regulatory and safety devices of any reticulated electricity, gas or water supply;</p> <p>e. sinks and basins;</p> <p>f. fire sprinkler systems;</p> <p>g. light, heating and air-conditioning fittings;</p> <p>h. installed warning or alarm systems;</p> <p>i. signage supporting the function or the intended function of the GFF;</p> <p>j. hoses and compressor units;</p> <p>k. other fixed plant and equipment (not being GFE), including that listed in an appendix to an annex to Attachment O; and</p> <p>l. any other items made available in a GFF Licensed Area by the Commonwealth for the Contractor's use,</p> <p>and any items that replace those while the GFF Licence is in force, but does not include items that are GFE.</p> <p>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</p>

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		<i>fitting' above, but is not being licensed to the Contractor, it should be deleted from the list above.</i>
Life Cycle Cost	(Core)	means the total cost to the Commonwealth of acquisition and ownership (both direct and indirect) of the Mission System and Support System over the LOT of the Mission System. The LCC includes all costs associated with acquisition, In-Service operations, logistics support, and disposal.
Life-of-Type or LOT	(Core)	means the planned duration of the service life of the Mission System. For this Contract, the LOT is the period of [...DRAFTER TO INSERT PERIOD...] years following Final Acceptance.
Long Lead Time Item	(Core)	means a Mission System component or Support System Component which, because of its complexity of design, complicated manufacturing process, or limited production capacity, would cause extended production or procurement cycles that would preclude timely delivery if not ordered in advance of the normal provisioning processes under the Contract for the particular type of component.
Loss	(Core)	means any liability, loss (including economic loss), damage, compensation, costs and expenses.
Maintenance	(Core)	means all actions taken to retain materiel 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.
Maintenance Support	(Core)	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 LOT.
Major Change	(Core)	<p><i>Note to drafters: Amend this definition to include any project-specific requirements.</i></p> <p>means an Engineering Change Proposal that:</p> <ol style="list-style-type: none"> contains an engineering design for which the judgement of significance is classified as significant in relation to the technical risk introduced by the implementation of the design; affects the FBL of the Mission System(s); affects the Contract Price; 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: <ol style="list-style-type: none"> the operational or performance characteristics of the Materiel System, including in relation to safety, security, survivability, reliability, maintainability, availability and supportability; the ability to meet schedule requirements, particularly the Milestone Dates; Government Furnished Equipment (GFE); Interface Control Documents or specified interoperability with interfacing CIs, support equipment or support Software, spares, trainers or training devices, equipment or Software;

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		<p>(v) the content of operating instructions, maintenance documentation or other Technical Data (TD), other than those classified as Minor Changes;</p> <p>(vi) interchangeability or replaceability as applied to CIs, and to all subassemblies and parts except the pieces and parts of non-repairable subassemblies;</p> <p>(vii) sources of CIs or Repairable Items at any level defined by source-control drawings; and</p> <p>(viii) skills, personnel numbers, training, biomedical factors or human-engineering design.</p>
Malware	(Core)	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.
Mandated System Review	(Core)	means a System Review that is mandated in the Contract.
Master Deed of Guarantee and Indemnity	(Optional)	<p>Note to drafters: Include this if optional clause 7.7.2 is used in the COC. Contact the ASDEFCO and Contracting Initiatives Team at procurement.asdefcon@defence.gov.au for information on the relevant Master Deed of Guarantee and Indemnity.</p> <p>means the [INSERT NAME OF THE DEED] between the Commonwealth and the Guarantor dated [INSERT DATE].</p>
Materiel Safety	(Core)	<p>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:</p> <ol style="list-style-type: none"> use those Materiel Systems or elements for a purpose for which they were designed and manufactured; handle those Materiel Systems or elements; store those Materiel Systems or elements; construct those Materiel Systems or elements; 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 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.
Materiel System	(Core)	means the combination of the Mission System and the Support System.
Milestone	(Core)	means an event specified as a Milestone in Annexes A and B to Attachment B.
Milestone Date	(Core)	in relation to a Milestone, means the date for achievement of the Milestone as set out in Attachment B.

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Term	Status	Definition
Milestone Payment	(Core)	in relation to a Milestone, means the amount set out in Annex B to Attachment B in respect of the Milestone.
Minor Change	(Core)	<p>Note to drafters: Amend this definition to include any project-specific requirements.</p> <p>means an Engineering Change Proposal that:</p> <ul style="list-style-type: none"> a. does not meet any of the criteria for a Major Change; b. substitutes a component with one that is built to the same build standard; or c. amends TD, and the amendments have no technical impact on the associated product's form, fit, function, physical performance, logistic or maintenance support arrangements, and includes amendments such as: <ul style="list-style-type: none"> (i) typographic errors; (ii) grammatical errors; (iii) misspellings; (iv) incorrect page numbering; (v) incorrect nomenclature; and (vi) incorrect contact information.
Mission System	(Core)	<p>Note to drafters: When complex Support System Components are to be developed (eg, an integration and test laboratory or Training simulator) these may be designated as a type of Mission System for the purposes of the Contract by including the optional words below and listing them within the definition.</p> <p>means that element of the Materiel System that directly performs the operational function [... and those elements designated as Mission Systems under the Contract ...]. For this Contract, Mission System specifically means [...INSERT PROJECT SPECIFIC MEANING...].</p>
Mobilisation Payment	(RFT Core)	means the payment identified as a Mobilisation Payment in Annex B to Attachment B.
month	(Core)	means a calendar month.
Moral Rights	(Core)	<p>means any of the following:</p> <ul style="list-style-type: none"> a. a right of attribution of authorship; b. a right not to have authorship falsely attributed; or c. a right of integrity of authorship.
Not-To-Exceed	(Core)	means a price (inclusive of any extra fees) that shall not be exceeded for the provision and completion of an applicable group of Supplies or of an approved work activity.
Notifiable Incident	(Core)	has the meaning given in sections 35 to 37 of the <i>Work Health and Safety Act 2011</i> (Cth).
Objective Evidence	(Core)	means specified documentary evidence required to validate an item for a specific application.
Obsolescence	(Core)	means the process of becoming out-of-date or superseded. Obsolescence can affect all equipment, Software, tools, processes, Technical Data and other support elements.

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Term	Status	Definition
Operating Expenses	(Optional)	<p><i>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.</i></p> <p>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:</p> <ol style="list-style-type: none"> 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); 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; 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); amounts incurred in respect of cleaning, lighting, maintaining and servicing common areas; 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; 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); amounts incurred in respect of maintenance, repair and testing of fire fighting and protection equipment (including sprinkler installations, hydrants, fire extinguishers, smoke detectors and other fire fighting 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; 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: <ol style="list-style-type: none"> amounts payable to specialist contractors; wages paid to permanent staff employed; and the cost of materials used by the Commonwealth, in connection with those services;

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		<p>i. 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;</p> <p>j. 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</p> <p>k. 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, but excluding any of the following:</p> <p>l. costs of capital repairs (provided these are not needed because of Contractor Default);</p> <p>m. amounts that the Commonwealth is not permitted by law to recover from the Contractor;</p> <p>n. amounts of GST in respect of the GFF Licence; and</p> <p>o. any other amounts payable or to be borne by the Contractor under Attachment O.</p>
Operating Support	(Core)	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 LOT.
Operational Technology Equipment or OT Equipment	(Optional)	<p>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.</p> <p>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.</p>
Other Capabilities	(Core)	means Capabilities that are currently maintained or that will be introduced by the Commonwealth and/or by third parties under separate contractual arrangements with the Commonwealth, and which interoperate and/or integrate with the Materiel System.
Ozone Depleting Substance	(Core)	means any substance identified as having ozone depleting potential in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act.
Packaging	(Core)	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.

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Patent	(Core)	means the rights and interests in any registered, pending, or restored standard or innovation patent under the <i>Patents Act 1990</i> (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.
Performance Measurement Baseline or PMB	(Core)	means the agreed time-phased budget plan against which Contract performance is measured under the EVMS.
Personal Information	(Core)	has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Personnel	(Core)	means all staff involved in the operation and/or support of the Mission System and/or Support System, including Commonwealth, Contractor (Support) and Subcontractors (Support) staff.
Physical Configuration Audit	(Optional)	means the formal examination of the 'as-built' configuration of a Configuration Item against its technical documentation to establish or verify the Configuration Item's Product Baseline.
Prescribed ACE Percentage	(Core)	means the ACE percentage specified in Table 1 of Attachment F in respect of an ACE Measurement Point.
Prescribed Activities	(Core)	<p>means any of the following:</p> <ul style="list-style-type: none"> a. the use, handling or storage of: <ul style="list-style-type: none"> (i) a prohibited carcinogen, restricted carcinogen or lead, each as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth); or (ii) Hazardous Chemicals the use of which is restricted under regulation 382 of the <i>Work Health and Safety Regulations 2011</i> (Cth) including polychlorinated biphenyls; b. unless otherwise agreed by the Commonwealth, the use, handling or storage of Hazardous Chemicals that are defined in the <i>Work Health and Safety Regulations 2011</i> (Cth) as: <ul style="list-style-type: none"> (i) Schedule 11 Hazardous Chemicals exceeding manifest quantities; or (ii) Schedule 15 Chemicals where the applicable State or Territory regulator has determined the storage facility to be a major hazard facility; c. the use, handling or storage of a Problematic Source; d. the use, handling or storage of ordnance; e. high risk work as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth) that requires dedicated work plans; f. electrical work on energised electrical equipment as contemplated by the <i>Work Health and Safety Regulations 2011</i> (Cth); g. high risk construction work, demolition work or excavation work, each as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth);

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		<p>h. work involving ACM as contemplated by subregulation 419(2) of the <i>Work Health and Safety Regulations 2011</i> (Cth);</p> <p>i. work that requires a confined space entry permit in accordance with <i>Work Health and Safety Regulations 2011</i> (Cth); and</p> <p>j. remote or isolated work as defined in subregulation 48(3) of the <i>Work Health and Safety Regulations 2011</i> (Cth).</p>
Preventive Maintenance	(Core)	<p>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:</p> <p>a. scheduled inspection on-condition tasks;</p> <p>b. scheduled inspection Failure-finding tasks;</p> <p>c. scheduled removal rework tasks; and</p> <p>d. scheduled removal discard tasks.</p>
Privacy Commissioner	(Core)	means any person performing any 'privacy function' within the meaning of the <i>Australian Information Commissioner Act 2010</i> (Cth).
Problematic Source	(Core)	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.
Problematic Substance	(Core)	means an Ozone Depleting Substance, Synthetic Greenhouse Gas, Dangerous Good or Hazardous Chemical.
Problem Resolution System	(Core)	means the Contractor's closed-loop system, as required under clause 7.1.7 of the SOW, for collecting, classifying, and documenting data in relation to Failures, problems and faults, and for defining corresponding corrective actions and V&V activities.
Process Audit	(Core)	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.
Product Audit	(Core)	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.
Product Baseline or PBL	(Core)	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.
Product Configuration Information	(Core)	means a CI's detailed design documentation including those Verification requirements necessary for Accepting product deliveries (eg, for first article Acceptance and Acceptance inspections). Product Configuration Information includes product definition

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		information (ie, information that defines the product's requirements, documents the product attributes, including the process information used in its realisation, and is the authoritative source for CM of the product) and product operational information (information developed from product definition information used to test, operate, maintain and dispose of a product).
Proportionate Liability Law	(Core)	<p>means any of the following:</p> <ul style="list-style-type: none"> a. <i>Civil Liability Act 2002</i> (NSW) – Part 4; b. <i>Wrongs Act 1958</i> (Vic) – Part IVAA; c. <i>Civil Liability Act 2002</i> (WA) – Part 1F; d. <i>Civil Liability Act 2003</i> (Qld) – Chapter 2, Part 2; e. <i>Civil Law (Wrongs) Act 2002</i> (ACT) – Chapter 7A; f. <i>Proportionate Liability Act 2005</i> (NT); g. <i>Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001</i> (SA) – Part 3; h. <i>Civil Liability Act 2002</i> (Tas) – Part 9A; i. <i>Competition and Consumer Act 2010</i> (Cth) – Part VIA; j. <i>Corporations Act 2001</i> (Cth) – Part 7.10, Div 2A; and k. <i>Australian Securities & Investments Commission Act 2001</i> (Cth) – Part 2, Division 2, Subdivision GA.
PT PCP	(Optional)	<p>Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC.</p> <p>means the Commonwealth's 'Payment Times Procurement Connected Policy'.</p>
PT PCP Policy Team	(Optional)	<p>Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC.</p> <p>means the relevant Minister, department or authority that administers or otherwise deals with the PT PCP on the relevant day.</p>
PT PCP Subcontract	(Optional)	<p>Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC.</p> <p>means a Subcontract between a Reporting Entity and another party (Other Party) where:</p> <ul style="list-style-type: none"> a. the Subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Contract; b. both parties are carrying on business in Australia; and c. 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; <p>but does not include the following Subcontracts:</p> <ul style="list-style-type: none"> d. Subcontracts entered into prior to the Reporting Entities' tender response for the Contract;

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		<p>e. Subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or</p> <p>f. Subcontracts for the purposes of:</p> <p>(i) procuring and consuming goods or services overseas; or</p> <p>procuring real property, including leases and licences.</p>
PT PCP Subcontractor	(Optional)	<p>Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC.</p> <p>means the party that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract.</p>
PTR Act	(Optional)	<p>Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC.</p> <p>means the Payment Times Reporting Act 2020 (Cth), as amended from time to time, and includes a reference to any subordinate legislation made under the Act.</p>
Quality	(Core)	means the degree to which a set of inherent characteristics fulfils requirements.
Quality Assurance	(Core)	means that part of Quality Management focused on providing confidence that Quality requirements will be fulfilled.
Quality Management	(Core)	means co-ordinated activities to direct and control an organisation with regard to Quality.
Quality Management System	(Core)	means the management system implemented by the Contractor in accordance with clause 8.1 of the SOW for the purposes of Quality Management.
Radiofrequency Spectrum	(Optional)	means the range of frequencies of electromagnetic radiation within which radiocommunications are capable of being made from zero to less than 420 terahertz.
Registrable Design	(Core)	means a design able to be protected under the <i>Designs Act 2003</i> (Cth) or the corresponding laws of any other jurisdiction.
Related Body Corporate	(Core)	has the meaning given by section 9 of the <i>Corporations Act 2001</i> (Cth).
Repairable Item	(Core)	means an item that when unserviceable can be reconditioned or economically repaired to a serviceable state for further use.
Request	(Core)	means a request for tender, proposal, quotation or information or similar request for the provision of goods or services to the Commonwealth.
Resident Personnel	(Core)	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.
Review	(Core)	in relation to a data item, has the meaning given in clause 2.4.3 of the SOW.
Risk Register	(Core)	means the log used by the Contractor for recording each risk, risk assessment and risk management strategy in accordance with the Approved PMP.
Royalty	(Core)	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.

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Safety Outcomes	(Core)	means the achievement of Materiel Safety through the identification of foreseeable hazards that could give rise to risks to health and safety and the elimination, so far as is reasonably practicable, of risks to health and safety and where elimination is not reasonably practicable, the minimisation of risks to health and safety so far as is reasonably practicable.
Schedule 11 Hazardous Chemicals	(Core)	has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Schedule 15 Chemical	(Core)	has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Security Authorisation	(Core)	<p>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.</p> <p>Note to drafters: Amend the following definition to suit the security requirements of the Contract:</p> <p>Note: The DSPF and ISM are continually evolving. The language below in relation to ICT security reflects the endorsed version of these policy documents, where the terms 'ATO-C' and 'ATO' have replaced the long-standing terms, 'PICTA' and 'ICTA', respectively.</p> <p>For the purposes of the security requirements of the Contract, the applicable Security Authorisations are:</p> <ol style="list-style-type: none"> ATO-C / ATO; cyber-maturity assessment against the Defence Cyberworthiness System (DCwS); and the security considerations as part of the applicable regulatory / assurance framework for the Contract (eg, seaworthiness or airworthiness).
Security Interest	(Core)	<p>means any of the following:</p> <ol style="list-style-type: none"> 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; a 'security interest' as defined in section 12(1) or (2) of the <i>Personal Property Securities Act 2009</i> (Cth); and an agreement to create any of these or allow any of these to exist.
Security Outcomes	(Core)	<p>means that a Security System-of-Interest (SSol), including elements thereof, has achieved a level of security performance such that the SSol is determined to be As Secure As Reasonably Practicable (ASARP), including that:</p> <ol style="list-style-type: none"> security considerations have been addressed as they apply to the design, development, implementation, V&V, and Security Authorisations for the SSol; the SSol 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; the SSol is resilient to cyber threats, including that the SSol is able to:

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		<p>(i) withstand, respond to, and adapt to adverse system conditions caused by cyber threats; and</p> <p>(ii) recover from effects, attacks or compromises caused by cyber threats;</p> <p>d. the security risks applicable to the SSol have either been eliminated or the likelihood and/or consequence have been reduced to the extent practicable; and</p> <p>e. 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 SSol.</p>
Security System-of-Interest or SSol	(Core)	<p>Note to drafters: Amend the following definition to incorporate any additional SSols, including Support System Components that are SSols, which are those systems or components that would be subject to the requirements of the System Security Program clause of the SOW. Drafters should consider the relationship between SSols and ToSAs when amending this definition.</p> <p>means:</p> <p>a. the Mission System; and</p> <p>b. [DRAFTER TO INSERT].</p>
Sewerage Treatment Plant	(Optional)	<p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>means the facility so identified on the plan at Appendix 1 of an annex to Attachment O.</p>
Shared Facilities	(Core)	<p>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</p> <p>in relation to the GFF Licence, means:</p> <p>a. 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</p> <p>b. any part of a GFF Licensed Area specified as Shared Facilities in a notice by the Commonwealth Representative under clause 4 of Attachment O.</p>
Small to Medium Enterprise (SME)	(Core)	means an Australian Entity which has up to 200 full-time equivalent employees.
Software	(Core)	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 and applications, and Software Updates but excludes Software Design Data and Source Code.
Software Design Data	(Core)	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).
Software Release	(Optional)	means a collection of new and/or changed Software CIs, which are tested and introduced into the live environment together.

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Software Update	(Optional)	means, in relation to Software: a. 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 b. a new version of that Software (which is designed to enhance or provide extra functionality to that Software).
Source Code	(Core)	means the expression of Software in human readable form which is necessary to understand, maintain, modify, correct and enhance that Software.
Sovereign Defence Industrial Priority or SDIP	(Core)	has the meaning given in the 2024 Defence Industry Development Strategy. SDIPs applicable to the Contract are identified in Attachment F.
Sovereignty	(Core)	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.
Spare	(Core)	means an item that is a Repairable Item (RI) or a non-Repairable Item that is not currently fitted to an end item or system.
Specification	(Core)	a detailed statement of a set of requirements to be satisfied by a material, product, system or process, indicating the procedures for checking compliance with these requirements. It may take the form of either a standard produced for common and repeated use, or a publication, which defines a unique product or process, and may incorporate reference to published standards.
Standard	(Core)	a document, established by consensus and approved by a recognized body, that provides, for common and repeated use, rules, guidelines or characteristics for activities or their results, aimed at the achievement of the optimum degree of order in a given context.
Statement of Tax Record or STR	(Optional)	has the same meaning as in the <i>Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement</i> – March 2019.
Statement of Work or SOW	(Core)	means Attachment A, including the annexes to the SOW and any specifications referred to in the SOW.
Stock Item	(Core)	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.
Stop Payment Milestone	(Optional)	means a Milestone, identified as a Stop Payment Milestone in Annex B to Attachment B.
Subcontractor	(Core)	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.
Subcontractor AIC Plan	(Core)	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.
Subcontractor (Support)	(Core)	means a subcontractor to the Contractor (Support).

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Sublicence	(Core)	in respect of a Licence of IP granted to the Commonwealth in accordance with clause 5.2, 5.3 or 5.6 of the COC , means a sublicence of that IP on terms that comply with the requirements of clause 5.8 of the COC.
Supplier Request Document	(Optional)	means the request documentation sent by the Contractor to potential subcontractors as part of a formal approach to the market (including request for proposal, request for tender and request for quotation).
Supplies	(Core)	means goods and services required to be supplied under the Contract and includes items acquired in order to be incorporated into the Supplies. A reference to Supplies is also a reference to: a. each item of Supplies; b. a component of a system or subsystem comprised of Supplies; and c. such a system or subsystem itself.
Supplies Acceptance Certificate	(Core)	means a certificate in the form of annex to DID-PM-MGT-SAC or other form agreed between the parties.
Supply Chain	(Core)	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 Supplies.
Supply Support	(Core)	means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable supply services to be completely provided for the Materiel System throughout its LOT. Supply Support also includes the Support Resources of Spares and Packaging.
Support and Test Equipment	(Core)	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 materials handling equipment, 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.
Support Resources	(Core)	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 Mission System as the case requires.
Support System	(Core)	means the sum of the existing support infrastructure (including that of the Commonwealth, the Contractor and its Subcontractors, the Contractor (Support) and its Subcontractors) and the additional support elements being generated under the Contract to enable the Mission System to be effectively operated and supported so that it can meet its operational requirements. The Support System includes support required for Support System Components.
Support System Components	(Core)	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

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		System end-items. Support System Components do not include Personnel or Spares for the Mission System.
Support System Constituent Capabilities	(Core)	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 involves the following organisations: the Commonwealth, in-service support contractors (including the Contractor) and in-service support subcontractors (including Subcontractors).
Supportability	(Core)	means the degree to which the Mission System design characteristics and the planned or existing Support System enable preparedness requirements to be met.
Supportability Related Design Factors	(Core)	means those Supportability factors that affect the design of an item. Examples include inherent reliability and maintainability values, testability values, and transportability characteristics.
Surveillance	(Core)	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).
Sustainment Training	(Optional)	means Training that is conducted as part of career, trade and specialist courses undertaken by Defence Personnel in relation to the Capability.
Synthetic Greenhouse Gas	(Core)	means any gas identified as a Synthetic Greenhouse Gas in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or in any regulations made under that Act.
System Audit	(Core)	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.
System Owner	(Core)	<p><i>Note to drafters: Amend the following definition to incorporate the System Owner for the Mission System. If different SSols (or parts thereof) will have different System Owners, amend the definition accordingly.</i></p> <p>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].</p>
System Review	(Core)	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.
Systems Engineering	(Core)	includes the technical and management efforts of directing and controlling a totally integrated engineering effort of a system or program. SE includes the effort to define the system and the integrated planning and control of the technical program efforts of design engineering, specialty engineering, production engineering, and integrated test planning. SE also includes the effort to transform an operational need or statement of deficiency into a description of system requirements and a preferred system configuration.

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Term	Status	Definition
Target of Security Assessment or ToSA	(Optional)	<p>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.</p> <p>The Mission System, as a whole, could be a ToSA (as well as being a SSol) 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). If applicable, Support System Components (eg, an item of Training Equipment) may be defined as SSols, each with one or more ToSAs.</p>
Tax	(Core)	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.
Technical Data or TD	(Core)	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, instructions, handbooks, manuals, models, notes, plans, reports, simulations, sketches, specifications, standards, Training Materials, test results and writings, and includes Software Design Data and Source Code.
Technical Data and Software Rights Schedule or TDSR Schedule	(Core)	means Attachment G to the Contract.
Technical Integrity	(Optional)	in relation to an item, means the item's fitness for service, safety and compliance with regulations for environmental protection.
Total Contract Expenditure	(Core)	<p>means, in the context of an ACE Measurement Point, the sum of:</p> <ul style="list-style-type: none"> a. Australian Contract Expenditure; and b. Imported Contract Expenditure, <p>each calculated from ED to that ACE Measurement Point.</p>
Trade Mark	(Core)	means a trade mark protected under the <i>Trade Marks Act 1995</i> (Cth) or corresponding laws of any other jurisdiction.
Training	(Core)	means the processes, systems, materials, resources, and services for bringing Personnel to the required standard of competency by instruction, practice or other prescribed methodology.
Training Equipment	(Core)	means any item of equipment required to perform Training.
Training Materials	(Core)	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.
Training Support	(Core)	means the organisation of hardware, Software, material, Facilities, Personnel, processes, and Technical Data needed to enable

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		Training services to be competently provided for the Materiel System throughout its life.
Transition	(Core)	means the activities undertaken by the Contractor, Subcontractor and the Commonwealth to transition the Supplies that have been produced under the Contract from the project oriented, development environment to an operating and support environment, leading to eventual closing out of the Contract.
Unit of Competency or UOC	(Core)	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.
Unrelated Party	(Core)	means any person other than any of the following: a. the Commonwealth and Commonwealth Personnel; b. the Contractor and Contractor Personnel; c. a Related Body Corporate of the Contractor; and d. an employee, officer or agent of a Related Body Corporate of the Contractor.
Use	(Core)	means, in relation to a licence of any TD, Software or Contract Material granted to a licensee, to: a. use, reproduce, adapt and modify the TD, Software or Contract Material in accordance with the licence; and b. disclose, transmit and communicate the TD, Software or Contract Material: (i) to the licensee's employees, officers and agents; and (ii) to a sublicensee under a sublicense granted in accordance with the licence.
Validation	(Core)	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.
Verification	(Core)	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.
WHS Legislation	(Core)	means any of the following: a. the <i>Work Health and Safety Act 2011</i> (Cth) and the <i>Work Health and Safety Regulations 2011</i> (Cth); and b. any corresponding WHS law as defined in section 4 of the <i>Work Health and Safety Act 2011</i> (Cth).
WHS Management System	(Core)	has the meaning given to OHS Management System in AS/NZS ISO-45001:2018.
Wilful Default	(Core)	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.

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Work Breakdown Structure	(Core)	has the meaning given in DEF(AUST)5664A – Work Breakdown Structures for Defence Materiel Projects.
Working Day	(Core)	<p>in relation to the doing of an action in a place, means any day in that place other than:</p> <ul style="list-style-type: none">a. a Saturday, Sunday or public holiday; andb. any day within the two-week period that starts on:<ul style="list-style-type: none">(i) the Saturday before Christmas Day; or(ii) if Christmas Day falls on a Saturday, Christmas Day.

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3. REFERENCED DOCUMENTS

Reference	Description
AAP 8000.011	Defence Aviation Safety Regulations
ABS Catalogue 5206 – Table 4	Australian National Accounts: National Income, Expenditure and Product, Table 4 - Chain Price Indexes
ABS Catalogue 6345	Wage Price Index, Australia
ABS Catalogue 6427	Producer Price Indexes, Australia
ABS Catalogue 6457	International Trade Prices Indexes, Australia
ACE Measurement Rules	<i>Australian Contract Expenditure Measurement Rules</i> . Available from: https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance
	ACSC Publication, 'Cloud Computing Security Considerations', October 2021
	ACSC Publication, 'Cyber Supply Chain Risk Management', May 2023
	ACSC Publication, 'Essential Eight Maturity Model', as amended from time to time
	ACSC Publication, 'Guidelines for Security Documentation', September 2023
	ACSC Publication, 'Guidelines for System Monitoring', September 2023
	ACSC Publication, 'Identifying Cyber Supply Chain Risks', May 2023
	ACSC Publication, 'Strategies to Mitigate Cyber Security Incidents', February 2017
	ACSC Publication, 'Strategies to Mitigate Cyber Security Incidents – Mitigation Details', February 2017
	ACSC System Security Plan (SSP) Annex Template, as amended from time to time
ADF-I-3 ESO	ADF-I-3 Electromagnetic Spectrum Operations
ADFP 6.0.4	Radiofrequency Spectrum Management
AFSMAN	Air Force Security Manual, Volume 1, 7 May 2024
ANP3411-0101	Naval Materiel Assurance Publication
ANP4605	Navy Cyberworthiness
ANSI/AIAA G-043-1992	American National Standards Institute / American Institute of Aeronautics and Astronautics, <i>Guide for the Preparation of Operational Concept Documents</i> , 1992
	<i>Australian Code for the Transport of Dangerous Goods by Road and Rail (as amended from time to time)</i>
ARPANS Act	<i>Australian Radiation Protection and Nuclear Safety Act 1998</i> (Cwth)
ARPANS Regulations	<i>Australian Radiation Protection and Nuclear Safety Regulations 2018</i> (Cwth)
ARPANSA Radiation Protection Series S-1	Standard for Limiting Exposure to Radiofrequency Fields – 100 kHz to 300 GHz (2021)
ARPANSA Radiation Protection Series S-1	Advisory Note: Compliance of mobile or portable transmitting equipment (100 kHz to 300 GHz) (2021)

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Reference	Description
AS 1100	Australian Standards – Technical Drawings
AS/NZS ISO 9001:2016	Quality Management Systems – Requirements
AS/NZS ISO 10005:2018	Quality Management – Guidelines for Quality Plans.
AS/NZS ISO 14001:2015	Environmental management systems—Requirements with guidance for use
AS/NZS ISO 19011:2003	Guidelines for Quality and/or Environmental Management Systems Auditing
AS/NZS ISO 31000:2018	Risk Management – principles and guidelines
AS/NZS ISO 45001:2018	Occupational health and safety management systems—Requirements with guidance for use
AS/NZS ISO/IEC/IEEE 12207: 2019	Systems and software engineering – Software life cycle processes
AS/NZS ISO/IEC/IEEE 15288:2015	Systems and software engineering - System life cycle processes
	<i>Auditor-General Act 1997 (Cth)</i>
	<i>Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010) (Cth)</i>
ASD-STE100	International specification for the preparation of technical documentation in a controlled language
ASIO 18-9938	Security Manager's Guide: Supply Chain Security, 2018
CASG Manual (PM) 006	<i>Defence Supplement to the Australian Standard for Earned Value Management, AS 4817, Version 2.0 (2020)</i>
	CASG Risk Management Product Risk Matrix
	<i>Circuit Layouts Act 1989 (Cth)</i>
	Code of Practice, <i>Managing the Work Environment and Facilities</i> (an approved code of practice under section 274 of the WHS Act)
	Code of Practice, <i>Preparation of Safety Data Sheets for Hazardous Chemicals</i> (an approved code of practice under section 274 of the WHS Act)
CPRs	Commonwealth Procurement Rules - July 2024
	Commonwealth Supplier Code of Conduct, as amended from time to time
	<i>Copyright Act 1968 (Cth)</i>
	<i>Corporations Act 2001 (Cth)</i>
CTIS	Australian Cyber Security Centre (ACSC) Cyber Threat Intelligence Sharing (CTIS) platform
	<i>Defence Act 1903 (Cth)</i>
	Defence Cyber Security Assessment & Authorisation Framework, Version 4.2, 22 April 2024
	Defence Cyberworthiness System (DCwS) Maturity Model
DEF(AUST)1000C	ADF Packaging
DEF(AUST)CMTD-5085C	Engineering Design Data for Defence Materiel

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Reference	Description
DEF(AUST)5629C	Production of Military Technical Manuals
DEF(AUST)IPS-5630	Developing S1000D Interactive Electronic Technical Publications (IETPs)
DEF(AUST)5664A	Work Breakdown Structures for Defence Materiel Projects
DEF(AUST)5691	Logistic Support Analysis
DEF(AUST)5692	Logistic Support Analysis Record Requirements for the Australian Defence Organisation
Defence Cost Principles	<i>Defence Cost Principles</i> . Available from: https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance
Defence ICT/Cyber SCRM Framework	The Defence ICT/Cyber Procurement Supply Chain Risk Management Framework, October 2020
DEFLOGMAN	Note to drafters: The DEFLOGMAN has been withdrawn and is being replaced. Update the following references if the replacement manuals are published. Defence Logistics Manual
DEFLOGMAN Part 2 Volume 5 Chapter 5	Item Identification and Recording of Defence Logistics Assets in Support of MILIS
DEFLOGMAN Part 2 Volume 5 Chapter 10	Defence Disposal Policy
DEFLOGMAN Part 2 Volume 10 Chapter 16	Life Cycle Costing Analysis
DEFLOGMAN Part 3	Electronic Supply Chain Manual (ESCM)
DI ADMINPOL Annex J PPL7	Required Behaviours in Defence
DIDS	<i>2024 Defence Industry Development Strategy</i> , also known as '2024 DIDS'
	Defence Intellectual Property Policy 2014
DLM	Defence Learning Manual
DRSM	Defence Radiation Safety Manual
	Defence Safety Manual
DSPF	<i>Defence Security Principles Framework</i> , as amended from time to time
	<i>Designs Act 2003</i> (Cth)
EIA-632-1998	Processes for Engineering a System
ANSI/EIA-649-B	National Consensus Standard for Configuration Management
EIA-836	Configuration Management Data Exchange and Interoperability
EMM	Engineering and Maintenance Manual
EMS MM	Electromagnetic Spectrum (EMS) Management Manual
	<i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth)
	<i>Financial Policy – Gifts and Benefits</i>
	<i>Financial Policy - Sponsorship</i>
Form AC847	Application for Contractor Access to MILIS

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Reference	Description
GHS	Globally Harmonised System of Classification and Labelling of Chemicals, Third Revised Edition
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>
IPP	<i>Commonwealth Indigenous Procurement Policy</i> – December 2020. A copy of the IPP is available from: https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp
ISA/IEC 62433 series	Security for Industrial Automation and Control Systems
ISM	Information Security Manual (as amended from time to time)
	<i>Integrity Policy</i>
ISO 216	Writing Paper and Certain Classes of Printed Matter – Trimmer Sizes – A and B series
ISO 10303	Automation systems and integration — Product data representation and exchange
ISO 10918	JPEG
ISO/IEC 27001:2022	Information security, cybersecurity and privacy protection – Information security management systems – Requirements
ISO/IEC 27005:2022	Information security, cybersecurity and privacy protection – Guidance on managing information security risks
ISO/IEC 27032:2012	Cybersecurity – Guidelines for internet security
	<i>Judiciary Act 1903 (Cth)</i>
LCAM	Logistics Compliance and Assurance Manual
LMSM	<i>Land Materiel Safety Manual</i>
	<i>Legal Services Directions 2017</i>
MIL-HDBK-1467	Acquisition of Software Environments and Support Software
MIL-HDBK-46855A	Human Engineering Guidelines for Military Systems, Equipment and Facilities
MILPERSMAN	Military Personnel Policy Manual
MIL-STD-882E	Department of Defense Standard Practice – System Safety
MIL-STD-961E	Defense and Program-unique Specifications Format and Content
MIL-STD-1472F	Human Engineering
MIL-STD-461G	Requirements for the Control of Electromagnetic Interference – Characteristics of Subsystems and Equipment
MIL-STD-464C	Electromagnetic Environmental Effects – Requirements for Systems
	<i>National Measurement Act 1960 (Cth)</i>
NIST CSF	National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF), Version 2.0, February 26, 2024
NIST SP 800-30	Guide for Conducting Risk Assessments, Revision 1, September 2012
NIST SP 800-37	Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy, Revision 2, December 2018

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Reference	Description
NIST SP 800-53	Security and Privacy Controls for Information Systems and Organizations, Revision 5, September 2020
NIST SP 800-53A	Assessing Security and Privacy Controls in Information Systems and Organizations, Revision 5, January 2022
NIST SP 800-82	Guide to Operational Technology Security, Revision 3, September 2023
	<i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989 (Cth)</i>
	<i>Patents Act 1990 (Cth)</i>
	<i>Personal Property Securities Act 2009 (Cth)</i>
	<i>Privacy Act 1988 (Cth)</i>
PSPF	Protective Security Policy Framework, as amended from time to time
	<i>Radiocommunications Act 1992 (Cth)</i>
S1000D™	<i>International specification for technical publications using a common source database</i>
SADL	Systems Approach to Defence Learning
SAFETYMAN	Defence Safety Manual
Shadow Economy Procurement Connected Policy	Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement – March 2019.
STANAG 4177	Codification of Items of Supply - Uniform System of Data Acquisition
	<i>Taxation Administration Act 1953 (Cth)</i>
	<i>Trade Marks Act 1995 (Cth)</i>
	The United Nations Convention on Contracts for the International Sale of Goods
WHS Act	<i>Work Health and Safety Act 2011 (Cth)</i>
WHS Regulations	<i>Work Health and Safety Regulations 2011 (Cth)</i>
	<i>Workplace Gender Equality Act 2012 (Cth)</i>
	<i>Workplace Gender Equality Procurement Principles</i>

ATTACHMENT M

4. WBS DICTIONARY FOR CONTRACT SUMMARY WBS

WBS Element	Definition
Mission System	<p>This element includes the hardware and Software used to accomplish the primary mission of the defence materiel item.</p> <p>This element includes all design, development, integration, assembly, test and checkout, as well as all technical and management activities associated with individual hardware / Software elements</p> <p>This element also includes the design, development, integration, assembly, test and checkout associated with the overall Mission System. When an electronic/automated Software system comprises several Mission Systems, each will be listed separately at level 2.</p>
Support System	<p>This element includes all of the physical support deliverables being generated under the Contract, including any effort associated with the acquisition of, and/or the design, development and production of those physical deliverables.</p> <p>Includes any effort associated with delivery, installation, integration, and check out.</p> <p>Includes the acquisition, design, development and production of any logistics resources associated with those physical deliverables (ie, the logistics resources required for the support of Support System elements such as Facilities, S&TE, etc).</p>
Platform Integration	<p>This element includes the effort involved in providing technical and engineering services to the platform manufacturer or integrator during the installation and integration of the Mission System into the host vehicle.</p>
Project Management	<p>This element includes the business and administrative planning, organising, directing, co-ordinating, controlling, and approval actions designated to accomplish overall program objectives which are not associated with specific hardware elements and are not included in systems engineering.</p> <p>This element includes cost, schedule, performance measurement management, warranty administration, contract management, data management, vendor liaison, subcontract management, risk, IV&V activities, life cycle cost, transition to operational service, Australian Industry Capability, and and Technical Data and Software rights management.</p>
Systems Engineering	<p>This element includes the technical and management efforts of directing and controlling a totally integrated engineering effort of a system or program.</p> <p>This element includes the effort to define the system and the integrated planning and control of the technical program efforts of design engineering, specialty engineering, production engineering, and integrated test planning.</p> <p>This element also includes the effort to transform an operational need or statement of deficiency into a description of system requirements and a preferred system configuration.</p>

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WBS Element	Definition
Integrated Logistic Support	<p>This element includes the overall planning, directing, and controlling of the ILS function.</p> <p>This element includes the effort associated with the logistics-analysis processes, the outcome of which results in the identification of the logistics resources (both range and scale) required to support both the Mission System and the Support System.</p> <p>Excludes the acquisition of, and/or the design, development and production of specific Support System Components (eg, S&TE, Facilities, Software Support Environment, Training Equipment and Materials, etc). These activities are covered under the individual Support System elements themselves.</p> <p>Excludes the acquisition, design, development and production of the logistics resources required for the support of the individual Support System elements themselves.</p>
Verification and Validation	<p>This element includes V&V management and infrastructure for both the Mission System and the Support System as well as the actual V&V for all phases of the Contract.</p> <p>This element includes processes that demonstrate that the engineering design and development process is complete, demonstrate that the design risks have been minimised, demonstrate that the system will meet specifications and determine whether the engineering design is supportable (practical, maintainable, safe, etc.) for operational use.</p> <p>This element includes such tests as system demonstration, flight tests, sea trials, mobility demonstrations, stability tests, qualification operational test and evaluation, etc., and support thereto, required to prove the operational capability of the deliverable system</p> <p>This element also includes logistics testing efforts to evaluate the achievement of Supportability goals and the adequacy of the support for the system (eg, deliverable maintenance tools, test equipment, technical publications, maintenance instructions, personnel skills and training requirements, and Software support facility/environment elements).</p>

ATTACHMENT N

CONFIDENTIAL INFORMATION AND REPORTING (CORE)

Note to drafters: Drafters must review their draft Contract to determine if it contains commercial information that meets the Confidentiality Test. Drafters should then review the examples provided below, prior to release of the RFT, and complete the tables as appropriate.

Commercial information claimed to be confidential by potential tenderers must be assessed against the Confidentiality Test and only information that meets this test can be included in this attachment. Only the information in this attachment can be considered for reporting confidentiality provisions on AusTender for Senate Order 192.

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

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

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

The following four criteria comprise the 'Confidentiality Test', and must all be met for a Contractor's commercial information to be Confidential Information:

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

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

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

Confidential Information

Item	Clause Title	Reason for classification	Party for whom the information is confidential	Period of confidentiality
(a)	(b)	(c)	(d)	(e)
Conditions of Contract, for example				
Clause 10.10 (eg if an amended liability regime).	Liability Caps	Contains details about insurance and liability regimes that meet the DoF Confidentiality Test	Commonwealth / Contractor.	
Any tailored clauses or any confidential clauses inserted in the contract additional to the template clauses.	Insert any clauses which are not standard template clauses and meet the DoF Confidentiality Test.	Insert relevant reason.	Insert name of party.	

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Item	Clause Title	Reason for classification	Party for whom the information is confidential	Period of confidentiality
(a)	(b)	(c)	(d)	(e)
Conditions of Contract Attachments , for example				
Attachment A- Annex A	Description of Requirement (Identify Specific clause/s).	Contains information about how the Capability/Supplies are to be provided that may compromise the supplier's commercial interests elsewhere, including competing in future tender processes.	Commonwealth / Contractor	
Attachment B:	Price and Payments (Identify Specific clause, table or section).	Contains details about commercially sensitive pricing information that is not in the public domain, including information about hourly rates, internal costing, profit margins, or pricing structures.	Contractor.	
Attachment F	Intellectual Property Plan Note that clauses describing how Intellectual Property rights are to be dealt with would generally not be considered confidential.	Contains details about Intellectual Property regimes including trade secrets and other Intellectual Property matters where they relate to a potential supplier's competitive position.	Insert name of party.	

ATTACHMENT O

GOVERNMENT FURNISHED FACILITIES LICENCE

Note to drafters: This attachment is to be used if a GFF Licence is to be provided to the Contractor (see COC clause 3.8).

All necessary approvals under the Lands Acquisition Act 1989 (Cth) (LAA) to grant a GFF Licence must be obtained before the Contract is signed. Failure to obtain the necessary LAA approvals before the Contract is signed will breach the LAA.

Drafters must engage with Directorate of Estate Licensing and Leasing (DELL), Infrastructure Division, Security and Estate Group to ensure the necessary approvals are in place before Contract signature.

Drafters should include details of any proposed or required GFF Licensed Area in an annex to the GFF Licence prior to release of the RFT.

Note to tenderers: This Attachment O will consist of an amalgamation of TDR E-13, the draft annex(es) to this GFF Licence, the successful tenderer's response and any negotiated adjustments. The date for provision of access to the GFF should be included in TDR E-13.

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ANNEXES

- A. GFF Licensed Area #1
- B. **[INSERT OTHER ATTACHMENTS]**

APPENDIXES

- A-1 Plans
- A-2 Licensed Fittings
- A-3 Facilities Condition Report

[INSERT OTHER APPENDIXES]

ATTACHMENT O

1 TERM**1.1 GFF Licence Term**

Note to drafters: The term of the GFF Licence must be within the term of the Contract.

- 1.1.1 The GFF Licence commences on the GFF Licence Commencement Date and ends on the earlier of:
- a. the day on which the GFF Licence is terminated;
 - b. the GFF Licence Expiry Date; and
 - c. the day on which the Contract expires or is terminated.
- 1.1.2 The GFF Licence applies to a GFF Licensed Area from the relevant GFF Licence Application Date until the earlier of:
- a. the date specified in the annex as the date the GFF Licence ceases to apply to the GFF Licensed Area; and
 - b. the end of the GFF Licence Term in accordance with clause 1.1.1.

2 GFF**2.1 Use of GFF**

-
- 2.1.1 The Contractor shall only use a GFF Licensed Area for a GFF Permitted Purpose.

2.2 Licensed Fittings

-
- 2.2.1 The Contractor's right to occupy and use a GFF Licensed Area includes the right to use the Licensed Fittings in that area for a GFF Permitted Purpose.

2.3 State and Condition of the GFF

-
- 2.3.1 The Contractor acknowledges and agrees that the state and condition of a GFF Licensed Area, at the GFF Licence Application Date for that area, is as described in the Facilities Condition Report for that area and accepts the GFF Licensed Area in that state and condition subject to any works agreed to be carried out by either party and as recorded in the Facilities Condition Report.
- 2.3.2 The Commonwealth has not made, and the Contractor acknowledges and agrees that the Commonwealth has not made, any promise, representation or warranty as to the suitability of a GFF Licensed Area or the Commonwealth Premises in which a GFF Licensed Area is located for a GFF Permitted Purpose or any other purpose.

2.4 Commonwealth Access

-
- 2.4.1 The Contractor acknowledges and agrees that, without limiting any other rights of the Commonwealth under the Contract, the Commonwealth may access a GFF Licensed Area at any time for the purposes of:
- a. exercising its rights and powers under this GFF Licence or the Contract;
 - b. monitoring or inspecting the performance of the Contractor of its obligations under this GFF Licence or the Contract; or
 - c. for any other reasonable purpose.
- 2.4.2 The Contractor acknowledges and agrees that Commonwealth Contractors may access a GFF Licensed Area in accordance with their contracts with the Commonwealth.
- 2.4.3 The Commonwealth shall comply with, and shall require any Commonwealth Contractors to comply with, any reasonable Contractor safety and security requirements for a GFF Licensed Area notified to, and approved by, the Commonwealth.

3 RIGHTS UNDER THE GFF LICENCE

Note to drafters: The purpose of the GFF Licence is to provide the Contractor with a non-exclusive right to access Defence premises. Defence does not intend to provide the

ATTACHMENT O

Contractor with a lease. Therefore, clause 3.1 must remain unchanged to ensure that Defence's intentions are carried into effect.

3.1 Contractor's Rights

3.1.1 The Contractor's rights under the GFF Licence:

- a. are personal rights in contract;
- b. do not create any interest or estate in a GFF Licensed Area;
- c. do not create the relationship of landlord and tenant between the Contractor and the Commonwealth; and
- d. do not confer exclusive possession of a GFF Licensed Area on the Contractor.

3.2 Access Arrangements for GFF

3.2.1 The Commonwealth shall provide access to a GFF Licensed Area for persons Approved under this clause 3.2, as necessary for the Contractor's carrying out a GFF Permitted Purpose.

3.2.2 Unless otherwise agreed, the Contractor shall seek written Approval from the Commonwealth Representative, at least five Working Days prior to entry being required, for each person the Contractor wishes to have access to a GFF Licensed Area.

3.2.3 The Commonwealth Representative may, by notice to the Contractor, exclude the Contractor and specified Contractor Personnel from a GFF Licensed Area, or any part of it, at any time and for any period.

3.2.4 The Contractor shall comply with, and require persons given access under clause 3.2.2 to comply with, any relevant Commonwealth safety and security requirements, regulations, standing orders, or codes of behaviour applicable to a GFF Licensed Area or the Commonwealth Premises in which a GFF Licensed Area is located.

4 SHARED FACILITIES

4.1 Shared Facilities

4.1.1 The Contractor acknowledges and agrees that:

- a. the Commonwealth Representative may, at any time, notify the Contractor that a specified part (or the whole) of a GFF Licensed Area is Shared Facilities; and
- b. Shared Facilities may be used by the Commonwealth and other persons authorised by the Commonwealth.

4.1.2 The Commonwealth may, by direction to the Contractor, determine the priority of use of the Shared Facilities as between the Contractor and other users. The Commonwealth shall do this on the basis of the operational priority of the tasks requiring the use of the Shared Facilities. The Contractor shall act in accordance with, and give effect to, such a direction.

5 DEALINGS WITH THE GFF

5.1 Sublicensing

5.1.1 The Contractor shall not sublicense or part with possession of any part of a GFF Licensed Area or any right or obligation under the GFF Licence without the prior written Approval of the Commonwealth.

5.1.2 The Contractor shall ensure that each sublicense of any part of a GFF Licensed Area or any right or obligation under the GFF Licence includes, as far as possible, terms corresponding to the terms on which the Contractor occupies the GFF Licensed Area (including terms limiting the purposes for which the sublicensee may use the sublicensed area to a GFF Permitted Purpose).

5.2 Security Interests

5.2.1 The Contractor shall not create or allow to be created any Security Interest in respect of any part of a GFF Licensed Area.

ATTACHMENT O**6 OBLIGATIONS****6.1 Occupation and Use of GFF**

- 6.1.1 The Contractor shall at all times comply with the laws in force in the locality in which a GFF Licensed Area is situated that relate to the use or occupation of the area and shall ensure that all persons whom it gives access to the area do the same.
- 6.1.2 The Contractor shall:
- a. keep all GFF Licensed Areas clean and tidy;
 - b. not do anything that is, or may be, dangerous, annoying, or offensive, or that may interfere with the Commonwealth or other persons using a GFF Licensed Area, the Commonwealth Premises in which a GFF Licensed Area is located or properties adjoining the Commonwealth Premises; and
 - c. comply with the requirements of the Commonwealth concerning the storage and removal of waste and debris.
- 6.1.3 The Contractor's obligation to keep a GFF Licensed Area clean and tidy only applies to the extent to which the uncleanliness or untidiness is not materially caused or contributed to by the Commonwealth or any other person using a GFF Licensed Area with the authority of the Commonwealth.
- 6.1.4 The Contractor shall not obstruct or permit the obstruction, in any way, of a GFF Common Area or a fire door or escape door of a GFF Licensed Area.

6.2 Altering the GFF

- 6.2.1 The Contractor shall not carry out any alteration to, improvement of or other works (including structural works) on a GFF Licensed Area without the prior written Approval of the Commonwealth.
- 6.2.2 The Contractor shall ensure that any such works are carried out:
- a. by:
 - (i) tradespersons nominated by the Commonwealth; or
 - (ii) if the Commonwealth Approves in advance of the works, by other suitably qualified and licensed tradespersons;
 - b. in accordance with applicable laws and any applicable requirements of Government Agencies;
 - c. in accordance with the terms of any Commonwealth Approval (which may include a requirement for the provision of security in respect of the proposed works); and
 - d. to the satisfaction of the Commonwealth.
- 6.2.3 All costs incurred by the Commonwealth in connection with any such works under clauses 6.2 and 6.2.2, including the costs of obtaining relevant professional advice, shall be met by the Contractor and the Commonwealth may elect to recover the amount of the costs under clause 13.6 of the COC. No amount shall be owing to the Commonwealth under this clause 6.2.3 until the Commonwealth elects to recover the amount.
- 6.2.4 This clause 6.2 does not prevent the Commonwealth from carrying out any alteration to, improvement of or other works (including structural works) on a GFF Licensed Area.

6.3 Maintenance Obligations

- 6.3.1 For a GFF Licensed Area, the Contractor shall maintain any Contractor Maintained Licensed Fittings for that area in accordance with clause 3.19 of the SOW.
- 6.3.2 If the Contractor fails to comply with clause 6.3, the Commonwealth may undertake the required maintenance itself or by a third party. All reasonable costs incurred by the Commonwealth in connection with such maintenance shall be met by the Contractor and the Commonwealth may elect to recover the amount of those costs under clause 13.6 of the COC. No amount shall be owing to the Commonwealth under this clause 6.3.1 until the Commonwealth elects to recover the amount.

ATTACHMENT O**6.4 Commonwealth to Maintain GFF**

- 6.4.1 Unless required by clause 3.19 of the SOW to maintain a GFF Licensed Area, if the Contractor becomes aware of a need for maintenance for the GFF Licensed Area (other than the Contractor Maintained Licensed Fittings), the Contractor shall report the matter to the Commonwealth Representative as soon as practicable and in any event:
- a. for maintenance required urgently, within 24 hours; and
 - b. otherwise, within five Working Days.
- 6.4.2 The Commonwealth shall undertake such maintenance as is necessary to keep a GFF Licensed Area (other than the Contractor Maintained Licensed Fittings) in good and functional repair and condition having regard to:
- a. the condition of the GFF Licensed Area as at the GFF Licence Application Date for the area (as evidenced in the relevant Facilities Condition Report); and
 - b. in the case of the fixed plant and equipment that are included in the Licensed Fittings in the GFF Licensed Area, the expected life of the plant and equipment as at the GFF Licence Application Date for the area.
- 6.4.3 The Commonwealth shall, other than in relation to urgent maintenance, provide prior reasonable notice to the Contractor of any proposed maintenance that may cause significant delay or disruption to the Contractor's use of a GFF Licensed Area for a GFF Permitted Purpose.
- 6.4.4 Nothing in this clause 6.4 affects or limits any liability of the Contractor under clause 10.8 of the COC in relation to loss of, or damage to, any GFF.

6.5 Sewerage and Trade Waste

- 6.5.1 The Contractor shall not, and shall ensure that Contractor Personnel do not, discharge trade waste from a GFF Licensed Area through the sewerage system interface to the Commonwealth's Sewerage Treatment Plant on the Commonwealth Premises in which the GFF Licensed Area is located.

7 RELOCATION**7.1 Relocation**

- 7.1.1 The Commonwealth may, by notice to the Contractor, require the Contractor to relocate from a GFF Licensed Area into another specified area no later than a date specified in the notice (which shall be no less than two months after the date of the notice).
- 7.1.2 The notice may require specified amendments to the provisions of this Attachment O (including the details of the GFF Licensed Area included in this GFF Licence) in relation to the relocation.
- 7.1.3 If the Commonwealth issues a notice under clause 7.1.1, the Contractor shall submit a CCP that is consistent with the notice.
- 7.1.4 The Contractor shall vacate the GFF Licensed Area by no later than the date specified in the notice.
- 7.1.5 The Contractor shall vacate the GFF Licensed Area in accordance with clause 10.4.1 and a reference to the expiry or termination of the GFF Licence in that clause shall be taken to be a reference to the date specified in the notice under clause 7.1.1.

8 GFF LICENCE FEE AND RELATED ARRANGEMENTS**8.1 GFF Licence Fee**

- 8.1.1 No fee is payable by the Contractor in respect of the GFF Licence.

8.2 Operating Expenses

- 8.2.1 No amount is payable by the Contractor under the Contract by way of contribution to the Operating Expenses of a GFF Licensed Area or the Commonwealth Premises in which a GFF Licensed Area is located.

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- 8.2.2 The Contractor shall pay to the Commonwealth an amount in respect of Operating Expenses for a GFF Licensed Area, if the Commonwealth is reasonably satisfied the amount is attributable to an unreasonable or extravagant use of the GFF Licensed Area by the Contractor.

8.3 Utilities and Telecommunications Facilities

- 8.3.1 No amount is payable by the Contractor under the Contract by way of contribution to the costs of utilities or telecommunications facilities in relation to a GFF Licensed Area or the Commonwealth Premises in which a GFF Licensed Area is located.
- 8.3.2 The Contractor shall pay to the Commonwealth an amount in respect of the costs of utilities or telecommunications facilities (to the extent not included in an amount referred to in clause 8.2.2) for a GFF Licensed Area, if the Commonwealth is reasonably satisfied the amount is attributable to an unreasonable or extravagant use of those facilities in the GFF Licensed Area by the Contractor.

9 DAMAGE TO OR DESTRUCTION OF THE GFF**9.1 Damage or Destruction**

- 9.1.1 If the Contractor cannot access or use all or a part of a GFF Licensed Area for a GFF Permitted Purpose because of damage to, or destruction of, all or a part of the GFF Licensed Area or the Commonwealth Premises in which the GFF Licensed Area is located:
- a. subject to clause 7.1, the right of the Contractor to continue to use so much of the GFF Licensed Area as it is safe and practicable for it to use is not affected; and
 - b. the Commonwealth may (but is not required to), repair, re-build or re-instate the damaged or destroyed parts of the GFF Licensed Area or the Commonwealth Premises in which the GFF Licensed Area is located.

10 TERMINATION AND MAKE GOOD**10.1 Commonwealth's Right to Terminate GFF Licence for Breach**

- 10.1.1 Without limiting clause 13 of the COC, the Commonwealth may, by notice to the Contractor, terminate the GFF Licence or cease the application of the GFF Licence to one or more GFF Licensed Areas, without terminating the Contract if the Contractor:
- a. fails to comply with a Default Notice under clause 13.3.1 of the COC in relation to a Contractor Default in respect of any GFF, or a direction under clause 13.3.2b of the COC issued in connection with such a Default Notice; or
 - b. fails to comply with any of the following by the relevant due date:
 - (i) **[LIST SPECIFIC REQUIREMENTS]**

10.2 Right to Terminate on Damage to, or Destruction of, the GFF or Commonwealth Premises

- 10.2.1 Either the Commonwealth or the Contractor may, by notice to the other, terminate the GFF Licence or cease the application of the GFF Licence to one or more GFF Licensed Areas (without terminating the Contract), if:
- a. the Contractor cannot access or use all or a part of a GFF Licensed Area for a GFF Permitted Purpose because of damage to, or destruction of, all or a part of the GFF Licensed Area or the Commonwealth Premises in which the GFF Licensed Area is located; and
 - b. either:
 - (i) the Commonwealth notifies the Contractor that it does not propose to repair, re-build or re-instate the damaged or destroyed parts of the GFF Licensed Area or the Commonwealth Premises in which the GFF Licensed Area is located; or
 - (ii) the Commonwealth notifies the Contractor that it will repair, re-build or re-instate the damaged or destroyed parts of the GFF Licensed Area or the

ATTACHMENT O

Commonwealth Premises in which the GFF Licensed Area is located but does not complete that within a reasonable period,

and the Commonwealth does not, within a reasonable period after the notice, give a notice under clause 7.1.1.

10.3 Commonwealth's Right to Terminate GFF Licence for Convenience

- 10.3.1 In addition to clause 13.4 of the COC, the Commonwealth may, by notice to the Contractor, terminate the GFF Licence or cease the application of the GFF Licence to one or more GFF Licensed Areas, for convenience (without terminating the Contract).
- 10.3.2 None of the other provisions of the Contract limit the Commonwealth's ability to terminate the GFF Licence under this clause 10.3.

10.4 CCP to be Submitted

- 10.4.1 If the GFF Licence is terminated, or the GFF Licence ceases to apply to one or more GFF Licensed Areas (and the Contract has not been terminated), the Contractor shall, within 10 Working Days after the termination or cessation takes effect or such longer period agreed to by the Commonwealth, submit a CCP to amend the Contract to address the consequences of the termination or cessation.

10.5 Contractor to Vacate GFF

- 10.5.1 If the GFF Licence ceases to apply to a GFF Licensed Area, the Contractor shall vacate the GFF Licensed Area and return it and any other Commonwealth Property on the GFF Licensed Area to the Commonwealth in the same condition as they were:
- a. at the GFF Licence Application Date for the GFF Licensed Area (as evidenced by the relevant Facilities Condition Report); or
 - b. in the case of Commonwealth Property brought onto the GFF Licensed Area after the GFF Licence Application Date for the area, at the time it was first brought onto the GFF.
- 10.5.2 Without limiting clause 10.5, except to the extent otherwise agreed by the Commonwealth Representative:
- a. by the date the GFF Licence ceases to apply to a GFF Licensed Area, the Contractor shall remove from the GFF Licensed Area all of the Contractor's property and shall take down, remove and carry away, without causing any damage to the GFF Licensed Area or any Commonwealth Property, all removable items or equipment that the Contractor has fixed to or brought onto the GFF Licensed Area; and
 - b. if the Contractor causes any such damage, the Contractor shall immediately make good that damage.
- 10.5.3 If, after an inspection of the GFF Licensed Area in accordance with clause 3.20 of the SOW, any part of the GFF Licensed Area or Commonwealth Property is found not to be in the condition described in clause 10.5, then:
- a. the Contractor shall return the GFF Licensed Area or Commonwealth Property to the condition referred in clause 10.5; or
 - b. the Commonwealth may return the GFF Licensed Area or Commonwealth Property to that condition and the Commonwealth may elect to recover the amount of any reasonable costs incurred by the Commonwealth in doing so under clause 13.6 of the COC. No amount shall be owing to the Commonwealth under this clause 10.5.3 until the Commonwealth elects to recover the amount.
- 10.5.4 Clause 10.5.3 does not apply to the extent that the difference in the condition of the GFF Licensed Area is due to:
- a. fair wear and tear;
 - b. alterations or improvements or other works made in accordance with clause 6.2; or
 - c. loss or damage of the type referred to in clause 10.8.3 of the COC.

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- 10.5.5 Any items that the Contractor is required to remove under clause 10.5.2 that are not removed within five Working Days (or such other period agreed to in writing by the Commonwealth) after the date the GFF Licence ceases to apply to a GFF Licensed Area, are taken to be abandoned and become Commonwealth Property. Any costs incurred by the Commonwealth in removing or disposing them, and storing them for a reasonable period awaiting disposal, shall be met by the Contractor and the Commonwealth may elect to recover the amount of those costs under clause 13.6 of the COC. No amount shall be owing to the Commonwealth under this clause 10.5.5 until the Commonwealth elects to recover the amount.
- 10.5.6 The Contractor's obligations under this clause 10.4.1 are not affected by any decision by the Commonwealth as to the future use or disposal of any part of the GFF Licensed Area, whether or not the Commonwealth restores, continues in use unrestored, retains unused or disposes of the part of the area or Commonwealth Property to which the obligations relate.

ANNEX A TO ATTACHMENT O

DETAILS OF GFF LICENSED AREA #1 [INSERT DESCRIPTIVE TITLE]

Note to drafters: A separate annex should be included for each geographically distinct GFF Licensed Area to be covered by the GFF Licence. For example, a building on Garden Island and a building at a RAAF Base in Victoria to be supplied as GFF under the Contract would each require separate GFF Licensed Area annexes.

Drafters should complete the GFF Licence application and cessation dates for each GFF Licensed Area included in the GFF Licence. For a GFF Licensed Area that is to be covered by the GFF Licence during the whole term of the GFF Licence, drafters should include a reference to the GFF Licence Commencement Date in column 1 and the GFF Licence Expiry Date for column 2.

1. GFF LICENCE APPLICATION PERIOD

- 1.1 For the purposes of clause 1.1.2 of Attachment O, the GFF Licence applies to the GFF Licensed Area described in this annex as set out below:

Date the GFF Licence applies ...
(column 1)

[INSERT DATE]

Date the GFF Licence ceases to apply ...
(column 2)

[INSERT DATE]

2. APPENDIXES:

- A. Plans
- B. Licensed Fittings (including any Contractor Maintained Licensed Fittings)
- C. Facilities Condition Report

GFF ADDITIONAL CLAUSE BANK

Note to drafters: This clause bank contains additional clauses for use in Attachment O (GFF Licence) and other provisions of the Contract. The formatting in this document is designed to preserve cross referencing within the clauses where possible, as such the paragraph numbering does not align with what it should be once the paragraphs are copied and pasted into Attachment O. Drafters should refer to the drafting instructions for guidance on where to insert the additional clauses, and further should review and check the numbering and cross references once the clauses have been incorporated into Attachment O.

Directorate of Estate Licensing & Leasing Infrastructure Division, Security and Estate Group will notify drafters of which of these additional requirements are to be included in Attachment O as well as any other tailored clauses to be included.

A. Contractor has maintenance obligations

Note to drafters: If the Contractor is to be obliged to maintain more than the Contractor Maintained Licensed Fittings (i.e. the GFF itself or the Licensed Fittings), replace clause 6.3 in Attachment O.

1.1 Contractor to Maintain GFF

- 1.1.1 The Contractor shall undertake maintenance in accordance with clause 3.20 of the SOW.
- 1.1.2 If the Contractor fails to comply with clause 1.1.2, the Commonwealth may undertake the required maintenance itself or by a third party. All reasonable costs incurred by the Commonwealth in connection with such maintenance shall be met by the Contractor and the Commonwealth may elect to recover the amount of those costs under clause 13.6 of the COC. No amount shall be owing to the Commonwealth under this clause 1.1.2 until the Commonwealth elects to recover the amount.

B. Commonwealth has maintenance obligations

Note to drafters: Include clauses 6.4.5 and 6.4.6 if the Contractor is to be required to contribute towards maintenance costs.

1.2 Commonwealth to Maintain GFF

- 1.2.1 The Commonwealth Representative may, by notice to the Contractor, determine that the Contractor is to make a contribution specified in the notice to the cost of maintenance for a GFF Licensed Area. If the Commonwealth Representative does this:
- a. the amount of the contribution is to be reasonable, having regard to the period of the Contractor's use of and access to, and the nature and extent of the use by Contractor Personnel of, the GFF Licensed Area; and
 - b. the amount so determined is payable by the Contractor to the Commonwealth on demand.
- 1.2.2 To avoid doubt:
- a. the Commonwealth Representative may give more than one such notice; and
 - b. a notice may specify the times at which contributions are payable.

C. Use of Sewerage System

Note to drafters: If the Contractor is permitted to discharge trade waste through the sewerage system interface to the Commonwealth's Sewerage Treatment Plant on the

Commonwealth Premises in which the GFF is located, replace clause 6.5 of Attachment O with the following and insert definitions for capitalised terms in the Glossary.

1.3 Sewerage and trade waste

- 1.3.1 The Contractor may discharge trade waste from the GFF Licensed Area at Annex **[INSERT ANNEX #]** to Attachment O, after processing through the Trade Waste Treatment Plant, through the sewerage system interface to the Sewerage Treatment Plant, subject to the following conditions:
- a. the Commonwealth Representative may, at any time, by notice to the Contractor, suspend or terminate the Contractor's rights under clause 1.3.1;
 - b. the Contractor shall at its cost maintain the effective operation of the Trade Waste Treatment Plant and the sewerage system interface to the Sewerage Treatment Plant. The Contractor is entitled to reasonable access to the Sewerage Treatment Plant for that purpose;
 - c. in maintaining the effective operation of the sewerage system interface to the Sewerage Treatment Plant, the Contractor shall:
 - (i) repair any damage that it causes to the Commonwealth's Sewerage Treatment Plant;
 - (ii) cause as little interference to the Commonwealth's activities on the Commonwealth Premises in which the GFF Licensed Area is located as reasonably possible;
 - (iii) comply with any directions of the Commonwealth; and
 - (iv) comply with all applicable laws and Authorisations;
 - d. the Contractor shall ensure that any discharge of material through the sewerage system interface will not adversely affect the operation of the Sewerage Treatment Plant or adversely affects the Commonwealth Premises in which the GFF Licensed Area is located or any other property in any way;
 - e. if the Commonwealth Representative so requires, the Contractor shall make good, as soon as practicable and at its cost, any damage to the GFF or the Commonwealth Premises in which the GFF Licensed Area is located resulting from:
 - (i) the repair or removal of the sewerage interface or the Sewerage Treatment Plant; or
 - (ii) the connection to the Sewerage Treatment Plant,except to the extent that the Contractor is not liable for any such damage in accordance with clause 10.8.3 of the COC;
 - f. the Contractor shall notify the Commonwealth Representative of any breach of standards for discharge quality from the Trade Waste Treatment Plant no later than one Working Day after it becomes aware of the breach; and
 - g. the Contractor shall provide to the Commonwealth every three months (or otherwise as agreed by the Commonwealth Representative):
 - (i) reports regarding the testing and performance of the Trade Waste Treatment Plant; and
 - (ii) copies of all laboratory reports prepared as a result of such testing.
- 1.3.2 If the Contractor discharges trade waste from the GFF Licensed Area that, in the Commonwealth's opinion, adversely affects the operation of the Sewerage Treatment Plant or adversely affects the Commonwealth Premises in which the GFF Licensed Area is located or any other property:

- a. the Commonwealth Representative may direct the Contractor to cease discharging such waste;
 - b. if the Contractor fails to comply with the direction, the Commonwealth may sever the sewerage system interface itself or by a third party. All reasonable costs incurred by the Commonwealth in connection with such works shall be met by the Contractor and the Commonwealth may elect to recover the amount of those costs under clause 13.6 of the COC. No amount shall be owing to the Commonwealth under this clause 1.3.2b until the Commonwealth elects to recover the amount; and
 - c. the Contractor agrees that it is not entitled to damages or compensation for any Loss it suffers resulting from, and is not entitled to a postponement of a date for delivery under the Contract or a Milestone Date, or postponement costs on account of, complying with a direction under clause 1.3.2a or the Commonwealth severing the sewerage system interface.
- 1.3.3 The Commonwealth shall use its reasonable endeavours to keep the Sewerage Treatment Plant in operation.
- 1.3.4 If the Commonwealth exercises its rights under clause 1.3.1a, the Contractor shall immediately make its own arrangements for the safe removal and disposal of all its trade waste from the GFF Licensed Area.

and include a new clause 8.4 into Attachment O ...

2 GFF LICENCE FEE AND RELATED ARRANGEMENTS

2.1 Sewerage and trade waste

- 2.1.1 The Contractor shall meet the cost of upgrading the processing of the Trade Waste Treatment Plant and the Commonwealth's Sewerage Treatment Plant to the extent that the upgrade is required due to the Contractor's increased use of the sewerage interface for the GFF Licensed Area at Annex [INSERT ANNEX #] to Attachment O.
- 2.1.2 If separate metering of the Contractor's interface to the Sewerage Treatment Plant is not available:
 - a. the Commonwealth Representative may, at any time, by notice to the Contractor, require the Contractor to pay to the Commonwealth so much of the amount of the charges incurred that, in the opinion of the Commonwealth Representative, is attributable on a pro-rata basis to the Contractor's use of the Sewerage Treatment Plant under the Contract; and
 - b. the Commonwealth may elect to recover the amount of those charges under clause 13.6 of the COC within 30 days after the date of the notice. No amount shall be owing to the Commonwealth under this clause 2.1.2b until the Commonwealth elects to recover the amount.
- 2.1.3 If separate metering of the Contractor's interface to the Sewerage Treatment Plant is available, the Contractor shall pay the charges incurred in respect of the Contractor's use of the Sewerage Treatment Plant.
- 2.1.4 If the Contractor breaches clause 1.3.1d, the Commonwealth may repair the resultant damage to the Sewerage Treatment Plant or the Commonwealth Premises in which the GFF Licensed Area is located itself or by a third party. All reasonable costs incurred by the Commonwealth in connection with such works shall be met by the Contractor and the Commonwealth may elect to recover the amount of those costs under clause 13.6 of the COC. No amount shall be owing to the Commonwealth under this clause 2.1.4 until the Commonwealth elects to recover the amount.

and insert an additional paragraph in clause 6.3.2 of the COC ...

- d. as provided in clause 1.3.2c of Attachment O.

and include the following definitions in the Glossary in their appropriate alphabetical positions ...

Trade Waste Treatment Plant means the facility so identified on the plan at Appendix 1 of Annex [INSERT ANNEX #] to Attachment O.

D. Fire protection equipment

Note to drafters: If the Commonwealth is not providing and maintaining fire protection equipment in the GFF and the Contractor is required to install and maintain its own fire protection equipment, add after clause 6.5 of Attachment O ...

3 OBLIGATIONS

3.1 Fire Protection Equipment

- 3.1.1 The Contractor shall, for the GFF Licensed Area at Annex [INSERT ANNEX #] to Attachment O, do the following:
- a. install and maintain fire protection equipment which is adequate for the GFF Licensed Area and the conduct of a GFF Permitted Purpose; and
 - c. maintain the fire protection equipment for the GFF Licensed Area in accordance with applicable laws and any applicable requirements of Government Agencies.

E. GFF Licence Fee

Note to drafters: If the Contractor is permitted to do non-contract work in a specific GFF Licensed Area (ie, the conduct of specified non-contract work has been provided for in the GFF Licence), it will be required to pay a market-based GFF Licence Fee. Replace clause 8 of Attachment O with the following (with the exception of clause 8.4 if already included as set out above in item C of this Clause Bank).

4 GFF LICENCE FEE AND RELATED ARRANGEMENTS

4.1 GFF Licence Fee

- 4.1.1 The Contractor shall pay the Commonwealth the GFF Licence Fee in respect of the GFF Licensed Area at Annex [INSERT ANNEX #] to Attachment O, without set off or deduction, on or before each due date for payment, which is [INSERT DAY OF MONTH].
- 4.1.2 No demand for payment is necessary.
- 4.1.3 No fee is payable by the Contractor in respect of any other GFF Licensed Area.

4.2 GFF Licence Fee Review

- 4.2.1 The Commonwealth may, in the period from 2 months before and at any time after a Market Review Date, give the Contractor a notice:
- a. specifying an adjusted GFF Licence Fee with effect from the Market Review Date; and
 - b. requiring the Contractor to submit a CCP to incorporate the adjusted GFF Licence Fee into the Contract and to do so:
 - (i) within 20 Working Days after the date of the notice; or
 - (ii) if the Contractor objects to the specified adjusted GFF Licence Fee, within 10 Working Days after the parties agree on the adjustment, or the valuer makes a determination, under clause 4.2.2c(iii).
- 4.2.2 If the Contractor objects to the specified adjusted GFF Licence Fee:

- a. the Contractor shall give the Commonwealth a notice of objection within 20 Working Days after the date of the notice under clause 4.2.1;
- b. the parties shall negotiate in good faith to try to agree on the adjustment to the GFF Licence Fee;
- c. if the parties do not so agree within 20 Working Days after the Commonwealth receives the notice under clause 4.2.2a:
 - (i) within a further 20 Working Days, the parties shall jointly appoint a valuer and give the valuer instructions in accordance with this clause 4.2.2;
 - (ii) if, within that 20 Working Days, the parties have not agreed on the identity of the valuer, they shall request the President of the Australian Property Institute (or, if that organisation no longer exists, an equivalent organisation) in the jurisdiction in which the GFF Licensed Area is located to appoint an independent valuer; and
 - (iii) the valuer shall, in accordance with this clause 4.2 determine the adjusted GFF Licence Fee within 15 Working Days after appointment.

Each time limit in this clause 4.2.2 is of the essence.

- 4.2.3 The valuer shall be a member of the Australian Property Institute (or, if that organisation no longer exists, an equivalent organisation) and have at least five years experience in valuing similar premises in the location of the Commonwealth Premises in which the GFF Licensed Area is located.
- 4.2.4 The valuer shall act as an independent expert and not as an arbitrator, and shall give written reasons for the determination.
- 4.2.5 The Contractor and the Commonwealth shall share the valuer's costs equally.
- 4.2.6 In determining or agreeing upon an adjusted GFF Licence Fee, the Commonwealth and the Contractor shall (and shall require any valuer to):
 - a. assume that the Commonwealth is a willing but not anxious licensor and the Contractor is a willing but not anxious licensee; and
 - b. take into account all relevant matters as at the relevant Market Review Date, including:
 - (i) the licence fee value or equivalent rental value (other than values that have been escalated to a predetermined amount or in accordance with movements in the consumer price index or another index) at the Market Review Date of comparable premises in the locality in which the Commonwealth Premises in which the GFF Licensed Area is located is located, whether that value is in respect of new lettings with vacant possession or occupied premises;
 - (ii) the GFF Permitted Purpose for the GFF Licensed Area subject to the GFF Licence Fee;
 - (iii) the period Market Review Dates, or if there is no further Market Review Date, the remaining period of the GFF Licence Term;
 - (iv) the increased value of the GFF Licensed Area resulting from the Commonwealth upgrading or improving the GFF Licensed Area (or any part of it, including the Licensed Fittings) or any services available to the GFF Licensed Area;
 - (v) any increase in value in the GFF Licensed Area as a result of any structural alterations or other improvements made to the GFF Licensed Area (including repair or replacement of, and provision of additional, Licensed Fittings) by the Commonwealth (having regard to any contribution by the Contractor to the costs of those improvements, including by way of paying for outgoings);

- (vi) the terms and conditions generally of the GFF Licence; and
- (vii) any period for which no GFF Licence Fee is payable, and any financial or capital contribution of the Commonwealth,
but not take into account:
- (viii) any partitions and other improvements installed in or made to the GFF Licensed Area by or for the Contractor, a permitted sublicensee or a predecessor of any of them during the term of the GFF Licence;
- (ix) any special interest of the Contractor;
- (x) goodwill occasioned by the Contractor, a permitted sublicensee or a predecessor of any of them during the GFF Licence Term;
- (xi) areas other than the GFF Licensed Area (except as provided for by clause 4.2.6b(i); or
- (xii) amounts equivalent to GST paid or payable in respect of a taxable supply for which the Commonwealth is entitled to an input tax credit.

4.2.7 A determination of a valuer made in accordance with this clause 4.2 binds the parties.

4.3 Operating Expenses

4.3.1 If the Contractor uses a GFF Licensed Area for a purpose other than performing the Contractor's obligations under and in connection with the Contract, the Commonwealth Representative may, at any time, by notice to the Contractor, require the Contractor pay to the Commonwealth the amount of any increase in Operating Expenses that, in the opinion of the Commonwealth Representative, is attributable to that use.

4.3.2 The Contractor shall pay to the Commonwealth an amount notified to it in accordance with clause 4.3.1 within 20 Working Days after the date of the notice.

4.3.3 The Contractor shall pay to the Commonwealth an amount in respect of Operating Expenses if the Commonwealth is reasonably satisfied the amount is attributable to an unreasonable or extravagant use of the GFF Licensed Area by the Contractor in relation to a GFF Permitted Purpose.

4.4 Utilities and telecommunications facilities

4.4.1 If the Contractor uses a GFF Licensed Area for a purpose other than performing the Contractor's obligations under and in connection with the Contract, the Commonwealth Representative may, at any time, by notice to the Contractor, require the Contractor pay to the Commonwealth the amount of any increase in the costs of:

- a. Defence internal and external telephone and fax facilities and internal and external data link facilities; and
- b. electricity, gas, water, sewerage and drainage services,

that, in the opinion of the Commonwealth Representative, is attributable to that use.

4.4.2 The Contractor shall pay to the Commonwealth an amount notified to it in accordance with clause 4.4.1 within 20 Working Days after the date of the notice.

4.4.3 The Contractor shall pay to the Commonwealth an amount in respect of the costs of utilities or telecommunications facilities (to the extent not included in an amount referred to in clause 4.3), if the Commonwealth is reasonably satisfied the amount is attributable to an unreasonable or extravagant use of those facilities by the Contractor in relation to a GFF Permitted Purpose.

and, if the Commonwealth requires the Contractor to install separate metering for a particular GFF Licensed Area, add ...

4.4.4 The Contractor shall, at its cost, install separate electricity, telecommunications or other metering to the GFF Licensed Area at Annex [INSERT ANNEX #] to Attachment

O no later than three months after the GFF Licence Application Date for that area or a later time agreed by the Commonwealth Representative.

Note to drafters: Defence is obliged, under the Energy Efficiency in Government Operations Policy 2006 (EEGO) to install progressively sub-meters at relevant Commonwealth Premises used by Defence to measure and monitor energy usage and to identify efficiency opportunities, address problems and evaluate outcomes.

Advice should be sought from [Defence's environmental team] or the Australian Greenhouse Office before agreeing to deleting or modifying clause 8.4.4.

Please also consider the cost implications for Defence, as well as the broader EEGO requirements, before agreeing to pay the Contractor's costs of installing separate digital electricity metering.

and include the following definition in the Glossary in its appropriate alphabetical position ...

GFF Licence Fee means **[INSERT AMOUNT]** adjusted as provided in clause 8.2 of Attachment O.

Market Review Date means each of the following dates:
a. **[INSERT DATES]**.

F. Airfield rights

Note to drafters: If a GFF Licensed Area includes airfield facilities, add the following clause as a new clause 3.3.

5 RIGHTS UNDER THE GFF LICENCE

5.1 Airfield rights

- 5.1.1 The Commonwealth shall provide the Contractor with reasonable access to and use of the Airfield and the navigational facilities, air traffic control, aviation rescue, firefighting facilities and meteorological services on the Commonwealth Premises in which the GFF Licensed Area at Annex **[INSERT ANNEX #]** to Attachment O is located to enable the Contractor to carry out its obligations under the Contract.
- 5.1.2 The Commonwealth Representative may, by notice to the Contractor, require the Contractor to pay to the Commonwealth so much of the amounts incurred by the Commonwealth in relation to the Airfield and the services referred to in clause 5.1.1 as, in the opinion of the Commonwealth Representative, is attributable to the Contractor's access to and use of the Airfield.
- 5.1.3 The Contractor shall pay to the Commonwealth an amount notified to it in accordance with clause 3.3.2 within 20 Working Days after the date of the notice.

and include the following definition in the Glossary in its appropriate alphabetical position ...

Airfield	means the area so identified on the plan at Appendix 1 of an annex to Attachment O.
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ATTACHMENT P

CONTRACT GOVERNANCE FRAMEWORK

1 GOVERNANCE OVERVIEW**1.1 Scope**

- 1.1.1 This Attachment sets out the governance arrangements through which the Commonwealth and the Contractor will manage their bilateral relationship, oversee and guide performance of the Contract, and perform their respective obligations under the Contract to maximise achievement against the objectives specified in clause 1.3 of the COC ('the Objectives').
- 1.1.2 This Attachment addresses:
- the general principles and aims of the governance arrangements; and
 - the bilateral framework and governance bodies that will oversee and guide performance of the Contract.
- 1.1.3 Nothing in this Attachment, or agreements resulting from the application of this Attachment, changes the scope of the Contract without the change being implemented through a CCP or Approval, as applicable to the nature of the change.
- 1.1.4 For the purposes of this Attachment, 'Enterprise' refers to the combination of the systems program office or program office, capability manager, Contractor and Subcontractors, and other 'fundamental inputs to capability', that together deliver the most effective and efficient Capability outcome for Defence.

1.2 Aim

- 1.2.1 The aim of the governance arrangements is to facilitate the performance of the Contract, including the parties' obligations under the Contract, to achieve the Objectives and to promote 'best for Enterprise' decision making by:
- providing leadership, oversight and guidance on performance of the Contract;
 - facilitating informed, effective and timely decision making;
 - facilitating problem solving and Dispute resolution;
 - maximising the value of the skills and knowledge and experience available within the Commonwealth's and the Contractor's organisations by appointing or inviting (as applicable) suitably skilled, knowledgeable and experienced individuals to the governance bodies; and
 - ensuring the governance arrangements operate efficiently and effectively.

2 STEERING COMMITTEE GOVERNANCE ARRANGEMENTS**2.1 Membership**

- 2.1.1 The members of the Steering Committee are:

Note to drafters: Add details for members of the Steering Committee, consistent with the functions described below. Permanent members of the Steering Committee, including external parties, should have a long-term involvement with the Capability and/or Contract.

- the Senior Representatives specified in the Details Schedule;
- [...INSERT Capability Manager or senior representative...];** and
- [...INSERT OTHER MEMBERS AS REQUIRED...].**

2.2 Functions

- 2.2.1 The principal function of the Steering Committee is to be the most senior forum for the management of the relationship of the parties. Accordingly, the Steering Committee will provide the overarching, high level governance of the Contract in terms of providing strategic oversight and guidance and initiation of action within the Commonwealth and the Contractor

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to maximise the extent to which the Objectives are achieved through performance of the Contract.

2.2.2 The functions of the Steering Committee include:

- a. to exchange views about key matters relevant to work under the Contract, particularly where the work may affect the achievement of the Objectives;
- b. to provide guidance to the Leadership Team;
- c. to provide guidance in relation to, and to prioritise and co-ordinate, any significant CCPs in a manner consistent with achievement of the Objectives;
- d. to act as an advocate for the Enterprise;
- e. to agree key messaging for external communications in relation to the Contract;
- f. to act as the final internal point of Dispute resolution if the Dispute cannot be resolved by the Leadership Team, including by supporting the Senior Representatives to resolve a Dispute in accordance with the Dispute resolution procedure set out in clause 13.1 of the COC; and
- g. to discharge any other function that the parties agree in writing is to be a function of the Steering Committee.

2.3 Meetings

- 2.3.1 The Steering Committee shall meet twice yearly, or at such other times as either party may require. At least 10 Working Days' prior notice shall be given for meetings. Reduced notice may be given, as is reasonable in the circumstances.
- 2.3.2 The Steering Committee may invite external advisers and observers to attend Steering Committee meetings from time to time.
- 2.3.3 The parties agree that meetings shall be conducted in accordance with the arrangements for extraordinary meetings set out in clause 3.9 of the SOW as if the Commonwealth is the party calling the meeting.

3 LEADERSHIP TEAM GOVERNANCE ARRANGEMENTS

3.1 Membership

- 3.1.1 The members of the Leadership Team are:

Note to drafters: Add details for members of the Leadership Team, consistent with the functions described below. Permanent members of the Leadership Team should have a long-term involvement with the Capability and/or Contract, and may include representatives from key Approved Subcontractors and Capability Manager's representatives from Other Capabilities.

- a. the Management Representatives specified in the Details Schedule; and
- b. [...INSERT OTHER MEMBERS AS REQUIRED...].

3.2 Functions

- 3.2.1 The principal functions of the Leadership Team are to:
 - a. be a forum for the management of the relationship of the parties;
 - b. oversee and provide guidance on key concerns relevant to the performance of work under the Contract (including coordination with related programs, projects or sustainment activities); and
 - c. report to the Steering Committee on significant risks impacting the performance of the Contract or achievement against the Objectives.
- 3.2.2 The functions of the Leadership Team include:
 - a. to exchange views about matters relevant to the work under the Contract;
 - b. to monitor performance of the Contract and identify and review key opportunities and risks;

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- c. to ensure that appropriate action is taken to mitigate risks and that such action is managed by Personnel best suited to do so;
- d. to monitor the parties' progress towards achieving the Objectives;
- e. to co-ordinate and collaborate with related programs, projects or sustainment activities, as needed, to ensure the effective performance of the Contract and any related programs, projects or sustainment activities;
- f. to assess the health of the relationship between the parties, and take rectification action, as necessary and appropriate;
- g. to give guidance to the Contract Team and to hold the Contract Team to account for the performance of its functions;
- h. to respond to matters referred for consideration by the Contract Team;
- i. to give advice to the Steering Committee, as required, including generally on the status of the Contract and Disputes that have not been resolved;
- j. to act as a further internal point of Dispute resolution if the Dispute is not resolved by the Contract Team, including by supporting the Management Representatives to resolve a Dispute in accordance with the Dispute resolution procedure set out in clause 13.1 of the COC; and
- k. to discharge any other function that the parties agree in writing is to be a function of the Leadership Team.

3.3 Meetings

- 3.3.1 The Leadership Team shall meet at least three times a year, or at such other times as the parties may agree, generally scheduled to coincide with a Combined Services Performance Review, Contract Performance Review, or other significant review or Milestone.
- 3.3.2 The Leadership Team may invite the Commonwealth Representative and the Contractor Representative to attend meetings as advisers.
- 3.3.3 The Leadership Team may invite external advisers and observers to attend Leadership Team meetings from time to time.
- 3.3.4 The parties agree that meetings shall be conducted in accordance with the arrangements for extraordinary meetings set out in clause 3.9 of the SOW as if the Commonwealth is the party calling the meeting.

4 CONTRACT TEAM GOVERNANCE ARRANGEMENTS**4.1 Membership**

- 4.1.1 The members of the Contract Team are:

Note to drafters: Add details for members of the Contract Team that will perform the functions described below. Permanent members of the Contract Team should have a long-term involvement with the Contract, and may include representatives from Approved Subcontractors, Other Capabilities, and other Associated Parties including ADF regulatory / assurance agencies and customer units.

- a. the Commonwealth Representative;
- b. the Contractor Representative; and
- c. **[...INSERT OTHER MEMBERS AS REQUIRED...]**.

4.2 Functions

- 4.2.1 The principal functions of the Contract Team are to:
 - a. be responsible for the day to day performance of the Contract; and
 - b. report to the Leadership Team on material risks impacting the performance of the Contract or achievement against the Objectives.
- 4.2.2 The functions of the Contract Team include:

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- a. to be informed and keep up to date about the progress of work under the Contract;
- b. to exchange views about matters relevant to the work under the Contract;
- c. to ensure the parties' obligations under the Contract are being appropriately monitored and managed, with prompt action taken as necessary and appropriate by the relevant party (eg, through reallocation of resources, closer management oversight, as necessary) to support performance of the Contract;
- d. to consider and implement, where appropriate, improvements to working level arrangements and activities between the parties to achieve efficiencies and improvements in the quality of performance of the delivery of the Capability;
- e. to identify and review opportunities and risks;
- f. to ensure that appropriate action is taken to give effect to opportunities and to mitigate risks, with such action managed by Personnel best suited to do so;
- g. to assess the health of the relationship between the parties, and take rectification action, as necessary and appropriate;
- h. to give advice to the Leadership Team, as required, including by promptly escalating risks appropriately, particularly those risks which may have a material impact on achievement against the Objectives;
- i. to act as the first internal point of Dispute resolution for the parties for the purposes of the Dispute resolution procedure set out in clause 13.1 of the COC; and
- j. to discharge any other function that the parties agree in writing is to be a function of the Contract Team.

4.3 Meetings

- 4.3.1 Without limiting the Contract (including any requirement to conduct progress meetings or extraordinary meetings as required or permitted by the SOW), the Contract Team shall meet or otherwise communicate on an ongoing basis to ensure the effective performance of the Contract.
- 4.3.2 The Contract Team may invite external advisers and observers to attend Contract Team meetings from time to time.

[...INSERT PROJECT NUMBER AND NAME...]

[...INSERT NAME OF CAPABILITY/SYSTEM...] ACQUISITION

STATEMENT OF WORK

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ANNEXES

- A. DESCRIPTION OF REQUIREMENT (CORE)
- B. CONTRACT DATA REQUIREMENTS LIST (CORE)
- C. KNOWN HAZARDS AT COMMONWEALTH PREMISES (OPTIONAL)
- D. MANDATED SYSTEM REVIEW CHECKLISTS (OPTIONAL)

Note to drafters: *Within this SOW template, italics are used to provide guidance for tailoring the template for use on a particular project. This guidance is not expected to be retained in the tailored SOW and notes to drafters should be deleted once tailoring has been completed.*

Standards and Data Item Descriptions (DIDs) contain mandatory process and product requirements which are invoked by the SOW when the Standard or DID is called up. The full impact of these additional requirements needs to be considered. If a military or commercial engineering standard is called up in the SOW or a DID, there is no point in repeating the requirements of the standard in the SOW or the DID.

Both the products to be delivered and the processes used to develop and support those products need to be agreed at contract negotiations. The compliance of both products and processes will be evaluated throughout the Contract.

1. SCOPE (CORE)

Note to drafters: *This clause should include a brief statement of the SOW purpose and may describe the background to the procurement (clause 2.1 'Scope of Work' defines the breadth of the work to be done). As this clause does not define the formal contractual scope (but is only the scope of the SOW itself), the items listed below should NOT be included in this clause:*

- a. directions to the Contractor to perform work tasks;*
- b. specifications of data requirements; and*
- c. descriptions of deliverable products.*

1.1 Purpose (Core)

- 1.1.1** The purpose of this Statement of Work (SOW) is to communicate, to the Contractor, Commonwealth requirements and standards for work to be carried out under the Contract and to allocate work responsibilities between the Commonwealth and the Contractor.

1.2 Background – For Information Only (Optional)

Note to drafters: *Include, in this clause, background information that will be useful to the tenderers, Contractor and Defence personnel, unfamiliar with the development of this Contract. The background clause should not duplicate or create any new Contractor obligations (eg, do not include "shall" or "must" type statements) and should be limited to only that information needed to acquaint the reader with the basic acquisition requirement. The background clause may refer out to other documents or websites. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete the clause below the heading.*

- 1.2.1** [...DRAFTER TO INSERT...].

2. GENERAL REQUIREMENTS (CORE)

2.1 Scope Of Work (Core)

Note to drafters: *This clause should define the Contractor's overall scope of work. Clause 2.1.1 may be tailored to include such activities as design, develop, install, integrate, test, Verify, model, simulate, conduct reviews, etc.*

This clause should call up the Description of Requirements (DOR) at Annex A to the draft SOW, for applicable specifications and operational and support concepts information. Drafters must ensure that the Commonwealth requirements provide adequate definition, including of proposed operating and support environments, rates of effort or use, facilities and logistics infrastructure constraints, and any policy implications, etc, to enable the tenderers to adequately understand the requirement and to develop proposed solutions.

This clause should address the major product and service deliverables of the program (ie, it does not include the Contract Data Requirements).

Guidance on the preparation of the DOR is provided in the ASDEFCON (Complex Materiel) Volume 2 SOW Tailoring Guide (SOW Tailoring Guide) and the template for Annex A to this SOW.

2.1.1 The Contractor shall perform all activities necessary to manage, design, develop, construct, integrate, test, deliver, install, undertake Verification, and obtain Certification, Accreditation and Acceptance of the Supplies by the Commonwealth in accordance with the Contract.

2.1.2 The Contractor shall analyse the requirements for the Mission System defined in the Description of Requirements (DOR) Part A at Annex A to the SOW, to develop and validate a System Specification (SS) for the Mission System and the requirements for the Support Resources and Training.

2.1.3 The Contractor shall:

- a. design and develop the required Mission System;
- b. produce and deliver the required number of Mission Systems, as set out in the Price and Payments at Attachment B and the Delivery Schedule at Attachment C; and
- c. Verify that the Mission System meets the requirements of its SS when operated in accordance with the DOR Part B and when it is supported by the implemented Support Resources and Training.

2.1.4 The Contractor shall:

- a. identify the required Support System Components and Training;
- b. procure, produce, design and develop (as applicable) the required Support System Components and Training;
- c. deliver the required Support System Components and Training; and
- d. Verify that the implemented Support System Components and Training meet the requirements of the DOR.

Note to drafters: *Modify the following clause for the specific requirements of the Contract and ensure that the Glossary, Price and Payment Schedules, and Delivery Schedule, are consistent.*

2.1.5 The Contractor shall coordinate its activities for the Support System with its activities for the Mission System to ensure that the Support System elements are available, when required, to enable the Milestone Dates to be achieved for the following Milestones:

- a. Acceptance of a Mission System;
- b. [...DRAFTER TO INSERT...];
- c. [...DRAFTER TO INSERT...]; and
- d. Final Acceptance.

2.2 Delivery of Supplies (Core)

Note to drafters: *This clause is not intended to include exhaustive marking and consignment documentation requirements but may be tailored for any additional requirements needed to*

comply with legislation or an applicable regulatory framework. If expecting to import to Australia using a freight forwarder, consider adding a new Annex to the SOW to summarise relevant requirements such as any required declarations of origin and of Dangerous Goods, Export License numbers, and ISPM 15 regarding unprocessed vegetable packaging (for quarantine purposes), then refer to this Annex from a new subclause under clause 2.2.1.

The following clauses may be tailored to allow adoption of the Contractor's normal packaging and marking standards, where these are acceptable to the Commonwealth Representative.

2.2.1 The Contractor shall ensure that all Supplies to be packaged and delivered to the Commonwealth are packaged and marked for delivery such that the delivered items have appropriate Packaging, package marking, consignment documentation and documentation language standards as may be necessary to:

- a. comply with applicable legislative and regulatory / assurance requirements, including the applicable Work Health and Safety (WHS) Legislation; and
- b. meet the requirements of the Contract.

2.2.2 Without limiting clause 2.2.1, the Contractor acknowledges that DEF(AUST)1000C provides guidance on packaging and labelling standards that are acceptable to the Commonwealth.

Note to drafters: Consideration should be given to identifying further specific section(s) of DEF(AUST)1000C applicable to the types of deliverable items under the Contract.

2.2.3 When packaging Supplies, and unless otherwise agreed in writing by the Commonwealth Representative, the Contractor shall:

- a. identify the NATO stock Number (NSN) (if applicable), serial numbers, use by date and batch lot number by:
 - (i) using GS1-128 linear bar codes or GS1 data matrix two-dimensional symbols in accordance with DEF(AUST)1000C Part 12; and
 - (ii) locating markings in accordance with DEF(AUST)1000C Part 5, Annex A; and
- b. where applicable, package items to the packaging levels defined in DEF(AUST)1000C Part 2.

2.2.4 The Contractor shall ensure that secure and legible documentation is affixed to the outside of each package for delivery to the Commonwealth, with duplicate copies inside at the top of each package, which includes the following information:

- a. the relevant project identifier (project name and number);
- b. the relevant Commonwealth contract or purchase order number;
- c. the item name;
- d. the item quantity;
- e. the name of the supply source;
- f. the consignment delivery point; and
- g. the date of dispatch.

2.2.5 Without limiting clause 2.2.1, the Contractor shall ensure that all items delivered to the Commonwealth are accompanied by such Certificates of Conformity from the Original Equipment Manufacturer (OEM) as may be necessary to meet Commonwealth requirements, including ADF regulatory / assurance requirements.

2.3 Data Management System (Optional)

Note to drafters: Where substantial Contract work (eg, manufacture) will be subject to the WHS Legislation (eg, performed in Australia), drafters are to include the DMS for access to the WHSMS. Otherwise, the DMS may be included for the reasons stated under clause 2.3.1.

2.3.1 DMS Objectives

2.3.1.1 The Contractor acknowledges that the objectives associated with implementing a Data Management System (DMS) are to achieve:

- a. reduced paperwork through the electronic exchange of data;
- b. access to data through the use of a virtual work environment;
- c. reduced delivery times and shorter cycle times for processing data items; and
- d. reduced risk through enhanced access to data.

2.3.1.2 The Contractor further acknowledges that the reliability, responsiveness and ease-of-use of the DMS and the timeliness for uploading data onto the DMS are critical to the operational effectiveness of the Commonwealth project office.

2.3.2 DMS General Requirements

Note to drafters: Amend the following note and list to suit the needs of the project.

Note to tenderers: The list below may be amended in consultation with the preferred tenderer, where this enables the DMS Objectives to be achieved.

2.3.2.1 The Contractor shall develop, implement and maintain a DMS to provide on-line access to the following Contract data including applicable data within the identified management systems ('DMS Contract Data'):

- a. all data items identified in the Contract Data Requirement List (CDRL) for delivery via the DMS;
- b. the Risk Register required under clause 3.6;
- c. the Issue Register required under clause 3.7;
- d. the Quality Management System (QMS) procedures applicable to the Contract;
- e. the Master Technical Data Index (MTDI) as required under clause 2.5;
- f. all Technical Data in a 'soft copy' or digital format identified in the MTDI for delivery to the Commonwealth (unless specified for delivery via an alternative means);

Option: Include the following clause when on-line access to the CSA system is required.

- g. the Configuration Status Accounting (CSA) system required under clause 6.5;
- h. the Problem Resolution System required under clause 7.1.7;
- i. all Authorisations required to be held by the Contractor for the Contract;
- j. the WHS Management System (WHMS) required under clause 9.3.3;

Option: Include the following clause when an ENVMS is required.

- k. the Environmental Management System (ENVMS) required under clause 9.2.2;
- l. [...DRAFTER TO INSERT...]; and
- m. other Contract-related Technical Data and Contract Material, as agreed between the Contractor and the Commonwealth Representative.

2.3.2.2 DMS Contract Data that is required to be delivered under the Contract is deemed to have been delivered when delivered in accordance with clause 5.13 of the COC.

Note to drafters: Personnel needing DMS access will depend upon the scope of DMS Contract Data. Identifying numbers of personnel will help to scope the Contractor's obligations under

clauses 2.3.2.5 and 2.3.4. Personnel numbers should include all access requirements envisaged for the period of the Contract. Drafters should amend the following clause to suit project needs.

- 2.3.2.3** The Contractor shall provide the following personnel ('Commonwealth Authorised Users') with access to the DMS:
- a. the Commonwealth Representative;
 - b. all Resident Personnel; and
 - c. [...INSERT NUMBER...] additional Commonwealth Personnel nominated by the Commonwealth Representative.

2.3.2.4 The Contractor may provide Subcontractors with access to the DMS.

2.3.2.5 In addition to the DMS requirements for any Resident Personnel, the Contractor shall ensure that access to the DMS is provided to the Commonwealth Representative at the Contractor's and Approved Subcontractors' premises for the duration of any attendance by the Commonwealth Representative at these premises.

2.3.3 DMS Implementation, Operation and Management

Note to drafters: The following list may be amended to suit the needs of the Contract.

Note to tenderers: The following clauses define DMS requirements but avoid specific solutions. This allows for maximum use of existing company data management systems, when suitable.

- 2.3.3.1** The Contractor shall implement a DMS that meets the objectives in clause 2.3.1. In particular, the Contractor shall implement a DMS that:
- a. provides a controlled repository for all DMS Contract Data;
 - b. protects DMS Contract Data against unauthorised access;
 - c. caters for both classified and unclassified data;
 - d. provides on-line access to the DMS Contract Data in a timely manner for all Commonwealth Authorised Users with the appropriate access rights;
 - e. enables all Commonwealth Authorised Users to access both the DMS and the DMS Contract Data at the same time;
 - f. provides controls to limit access to DMS Contract Data that may be sensitive to certain parties (eg, Subcontractor access to Contractor performance data);
 - g. provides controls to prevent the Commonwealth Authorised Users from replacing or overwriting the Contractor's delivered versions of DMS Contract Data;
 - h. where reasonably practicable, allows the DMS Contract Data to be downloaded by a Commonwealth Authorised User for further manipulation (including searching, printing and sorting of tabulated data) in the native document format;
 - i. provides access to both current and earlier versions of DMS Contract Data;
 - j. provides an index of DMS Contract Data, updated at least weekly, with the index to include the CDRL Line Number or other applicable reference number, title, issue, file name (as applicable), status (eg, working, draft submission, final submission, Approved, and Accepted), date of last change, and location on the DMS;
 - k. provides access to uploaded DMS Contract Data that has not yet been indexed in accordance with subclause j;
 - l. allows Commonwealth Authorised Users to search the DMS Contract Data;
 - m. if DMS Contract Data is required to be delivered to the Commonwealth, provides the Commonwealth Authorised Users with the ability to electronically:
 - (i) acknowledge delivery of the DMS Contract Data; and
 - (ii) comment on the DMS Contract Data;
 - n. provides the ability to capture, store, provide access to, and maintain an audit trail of comments provided by Commonwealth Authorised Users on DMS Contract Data, including comments on current and earlier versions; and

- o. allows the Commonwealth Representative to define access rights for the Commonwealth Authorised Users.

2.3.3.2 The Contractor shall introduce the DMS into operational use in accordance with this clause 2.3 no later than 60 Working Days after the Effective Date (ED).

2.3.3.3 Between the Effective Date and when the DMS is fully available for operational use by the Commonwealth Authorised Users, the Contractor shall deliver all data items, identified in the CDRL for delivery via the DMS in that period, in soft copy.

2.3.3.4 The Contractor shall develop, deliver, and update a Concept of Operation Document for the DMS in accordance with CDRL Line Number MGT-1200.

2.3.3.5 The Contractor shall liaise with the Commonwealth Representative to determine the hardware and software required by the Commonwealth Authorised Users to access the DMS and, subject to clause 2.3.3.6, shall provide all the required hardware and software.

2.3.3.6 The Contractor is not required to provide:

- a. any computing hardware for the Commonwealth Authorised Users to access the DMS, except as otherwise defined in the Contract (eg, for Resident Personnel); or
- b. any cryptographic equipment (eg, to enable electronic exchange of classified data).

2.3.3.7 If the data formats of the DMS Contract Data and/or software programs differ from those specified in the Contract, the Contractor shall provide all additional software programs and all necessary licences to enable the Commonwealth Authorised Users to access and manipulate the DMS Contract Data.

2.3.3.8 Following introduction of the DMS into operational use, the Contractor shall ensure that the DMS remains fully operational for the period of the Contract.

2.3.3.9 The Contractor shall ensure data protection of the DMS Contract Data such that no more than a day's data can be lost due to a system malfunction (where malfunction includes events such as a malware attack).

2.3.3.10 The Contractor shall ensure that backup systems and processes are in place should the DMS be inoperable for any longer than two Working Days, and shall implement these backup systems and processes within a further Working Day should this event occur.

2.3.4 DMS Training

2.3.4.1 The Contractor shall provide all training and associated training materials, in accordance with this clause 2.3.4, necessary to enable the Commonwealth Authorised Users to:

- a. competently utilise the DMS; and
- b. access and manipulate the DMS Contract Data, including where this data involves data formats and software programs that are not specified in the Contract.

Note to drafters: The following clause may be amended if different applications have different user groups (eg, X personnel require Requirements Management System training).

2.3.4.2 The Contractor shall provide the DMS training to the Commonwealth Authorised Users identified in clause 2.3.2.3.

2.3.4.3 The Contractor shall provide DMS training to Commonwealth Authorised Users within 10 Working Days (or other timeframe agreed between the parties) of making the DMS available for operational use.

Note to drafters: Amend the following clause to suit the requirements of the project.

2.3.4.4 The Contractor shall provide DMS training to the Commonwealth Authorised Users at the following locations:

- a. in Canberra, for the Canberra-based Commonwealth Authorised Users; and
- b. at the Contractor's premises, for the Resident Personnel.

2.3.4.5 The Contractor is not required to provide DMS training to Commonwealth Authorised Users, other than the initial training identified in this clause 2.3.4.

2.4 Deliverable Data Items (Core)

2.4.1 Development and Submission of Data Items

Note to drafters: Amend the following clause, depending upon whether or not a DMS requirement has been included at clause 2.3.

- 2.4.1.1 The Contractor shall produce, update and deliver all data items to the Commonwealth in accordance with the Contract Data Requirements List (CDRL) at Annex B of this SOW [..., clause 2.3 ...] and this clause 2.4.

2.4.2 Review, Approval or Non-Approval, and Acceptance of Data Items

- 2.4.2.1 The Commonwealth Representative shall:

- a. Review;
 - b. Approve or not Approve;
 - c. Accept or reject; or
 - d. consider a Contract Change Proposal (CCP) for Approval for,
- each data item in accordance with the CDRL and this clause 2.4.

2.4.3 Data Item Review

- 2.4.3.1 When the CDRL provides that a data item is to be submitted by the Contractor to the Commonwealth Representative for Review, the Commonwealth Representative may provide the Contractor with such comment, information or advice as it considers appropriate to provide. Any comment, information or advice provided:

- a. is intended to be of assistance to the Contractor and shall not be construed as a direction from the Commonwealth Representative to the Contractor;
- b. shall not be taken as Approval or Acceptance of Supplies or work that does not conform to the Contract;
- c. shall not waive any provisions of, or release the Contractor from its obligations under the Contract; and

Note to drafters: Include CPRs and/or progress meetings below, as applicable. Refer to clauses 3.9.1 and 3.9.3.

- d. shall be addressed by the Contractor prior to the Mandated System Review (MSR) at which the data item is applicable, [... the next Contract Performance Review (CPR) or progress meeting, ...] or as part of the next update cycle for that data item, whichever is the earlier.

- 2.4.3.2 The Contractor acknowledges that the Commonwealth may not provide a response to a data item that is submitted for Review. Where the Commonwealth does not provide a response within the Commonwealth action period set out in the CDRL (or as set out in a data item, such as the Approved Support System Technical Data List (SSTD) and the Approved Mission System Technical Documentation Tree (MSTD)), the Contractor can progress on the assumption that no comment will be provided.

2.4.4 Data Item Approval

- 2.4.4.1 If the CDRL requires a data item to be submitted by the Contractor to the Commonwealth Representative for Approval, then the Commonwealth Representative shall, within the action period specified in the CDRL, notify the Contractor that the data item is either Approved or not Approved.

- 2.4.4.2 If the Commonwealth Representative determines that any data item subject to Approval submitted by the Contractor is not in accordance with the requirements of this Contract, the Commonwealth Representative shall notify the Contractor accordingly. In such event, the data item shall not be considered to have been submitted and the data item shall be rectified at no additional cost to the Commonwealth.

- 2.4.4.3 If, under clause 2.4.4.1, the Commonwealth Representative provides the Contractor with notice of non-Approval of a data item, then the Commonwealth Representative shall notify

the Contractor of the reasons for non-Approval and may provide details of any corrective action to be taken by the Contractor before the data item will be reconsidered for Approval.

2.4.4.4 The Commonwealth Representative's reasons for non-Approval of a data item shall be limited to those situations where, in the judgement of the Commonwealth Representative, the data item submitted:

- a. is not clearly understandable;
- b. does not provide adequate detail;
- c. is inconsistent with the Contract, including related data items; or
- d. does not meet the objective of the data item.

2.4.4.5 The Commonwealth Representative may not withhold Approval of a data item for minor omissions or defects in the data item which are identified to the Contractor. In addition to the criteria for non-Approval detailed in clause 2.4.4.4, any subsequent Approval of an update to a data item that was previously Approved with minor omissions or defects shall be subject to the Contractor addressing those identified omissions or defects in the proposed update to the satisfaction of the Commonwealth Representative.

2.4.4.6 When the Commonwealth Representative provides the Contractor with notice of non-Approval in accordance with clause 2.4.4.1, the Contractor shall, within a period equal to the Commonwealth action period defined in the CDRL for the relevant data item (or within such further period as the Commonwealth Representative may allow), deliver the rectified data item for Approval.

2.4.4.7 If, within the time specified under clause 2.4.4.6, the Contractor submits the rectified data item as conforming to the requirements of the Contract, the Commonwealth Representative shall be entitled to exercise the rights provided by this clause 2.4 as if the data item had been submitted by the Contractor for the first time.

2.4.4.8 If, under clause 2.4.4.1, the Commonwealth Representative provides the Contractor with notice of Approval, then the data item shall have effect in accordance with that Approval and the task comprising the development of that data item shall be deemed to be accomplished.

2.4.4.9 Subject to clause 2.4.8, if the Commonwealth Representative fails to furnish to the Contractor notice, of Approval or non-Approval, under clause 2.4.4.1, within the period specified in the CDRL, then the Contractor may be entitled to claim a postponement of the date for delivery of Supplies or a Milestone Date under clause 6.3 of the conditions of contract (COC).

Note to drafters: Consider the actual period required to review each data item when updating the action periods in the CDRL. Factors to be considered include: the size and complexity of the document; whether a draft version would already have been reviewed; the need to involve external agencies or approval authorities; and conflicting requirements (eg, the need to review more than one data item concurrently).

2.4.4.10 Approval of a data item by the Commonwealth shall not be construed as:

- a. any more than an indication that the data item appears to the Commonwealth Representative to be capable of being used as a basis for further work;
- b. limiting the Contractor's responsibility to provide Supplies in accordance with the requirements of the Contract; and
- c. an election to not enforce any right under this Contract or any cause of action arising out of or as a consequence of any act or omission of the Contractor or any Contractor Personnel.

2.4.5 Data Item Acceptance

2.4.5.1 When the SOW or the CDRL provides that a data item is to be submitted for Acceptance, the Contractor shall deliver the data item for Acceptance in accordance with clause 6.5 of the COC.

2.4.6 Data Items Delivered Under Contract Change Proposals

2.4.6.1 When the SOW or the CDRL provides that a data item is to be submitted via a CCP, the Contractor shall deliver the data item in accordance with clause 11.1 of the COC.

2.4.7 Data Item Updates

2.4.7.1 The Contractor shall maintain the accuracy, completeness and currency of all data items delivered under the Contract in accordance with the CDRL.

2.4.7.2 If, under clause 2.4.7.1, changes to any data item become necessary, the Contractor shall submit a proposed amendment to the data item to the Commonwealth.

2.4.7.3 A proposed amendment to any data item shall be subject to the same Review and Approval processes specified in this clause 2.4 to the extent of the effect of the proposed amendment.

2.4.7.4 Until a proposed amendment to an Approved data item is Approved, the extant data item shall remain in effect.

2.4.7.5 The Contractor shall bear all costs associated with data item maintenance, except to the extent that the Commonwealth Representative otherwise agrees in writing.

2.4.8 Actioning of Data Items

2.4.8.1 The Contractor acknowledges and agrees that:

- a. the timeframes for the delivery of the data items by the Contractor and the actioning of those data items by the Commonwealth in the CDRL have been determined in light of the numbers of personnel within the Commonwealth team available to action the data items delivered by the Contractor;
- b. the Commonwealth's obligations to action the data items within the timeframes described in the CDRL is subject to the Contractor delivering the data items in accordance with the CDRL; and
- c. any delay of the Contractor in meeting its obligations under the Contract may result in the Commonwealth not being able to action the data items within the timeframes specified in the CDRL.

2.4.8.2 If at any time the Contractor's delivery of one or more data items changes because of a delay in the Contractor meeting its obligations under the Contract:

- a. the Commonwealth shall use reasonable endeavours to action the data items within the timeframes described in the CDRL;
- b. the Commonwealth is only required to action data items delivered by the Contractor at the time when Commonwealth resources become available to action the data items; and
- c. if the Commonwealth anticipates that, notwithstanding its reasonable endeavours, it will not action the data items within the timeframes described in the CDRL, it shall promptly notify the Contractor as to when it will action the relevant data items.

2.4.8.3 The Commonwealth's inability to action the data items within the timeframes described in the CDRL in the circumstances described in clause 2.4.8.2 is not an event beyond the reasonable control of the Contractor for the purposes of clause 6.3.1a(ii) of the COC or a Commonwealth Default for the purposes of clause 6.3.1b(i) of the COC.

2.5 Master Technical Data Index (Core)

2.5.1 The Contractor shall establish and maintain a Master Technical Data Index (MTDI) in accordance with DID-ILS-TDATA-MTDI-2 to identify and manage relevant Technical Data for the Contract.

Option: The following clause is not required if the MTDI is included in the DMS.

2.5.2 The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the MTDI for the period of the Contract.

2.6 Mandated Defence Information Systems (Optional)

2.6.1 Incorporating Defence Information Systems into Contract Work

Note to drafters: Include this clause if the Contractor is required to interface with, input data into, or undertake other activities using Defence information systems that will transition to the Defence ERP System.

2.6.1.1 The Contractor acknowledges that:

- a. the SOW requires the Contractor to interface with, provide data to populate, or undertake particular activities using one or more Defence information systems;
- b. the Defence Enterprise Resource Planning (ERP) System will replace various existing Defence information systems, over a number of years; and
- c. the Contract may require amendment to incorporate changes arising out of the introduction of the Defence ERP System.

2.6.1.2 When any changes to the Contract are required for the Defence ERP System, the parties shall negotiate such changes in good faith, including in relation to any CCPs.

2.6.1.3 To the extent required to perform the work required under the Contract and to the extent not provided by the Commonwealth through other means external to the Contract, the Commonwealth shall provide under this Contract:

- a. access to the Defence ERP System;
- b. the necessary Government Furnished Material (GFM), Government Furnished Equipment (GFE) and Government Furnished Services (GFS), as applicable, for using the Defence ERP System; and
- c. appropriate training for the use of the Defence ERP System, as described in clause 2.6.2.

2.6.2 Training In Defence Information Systems

2.6.2.1 The Contractor shall ensure that all relevant Contractor Personnel, including Subcontractor Personnel, are trained in the operation of mandated Defence information systems.

Note to drafters: Insert systems, user roles and numbers of personnel for initial training in various Defence information systems, and the relevant Milestones. Relevant Milestone are to be identified in relation to when work using Defence information systems will commence. For example, use of the Configuration Status Accounting (CSA) system may be co-ordinated with Detailed Design Review (DDR) if the Commonwealth wants the design established at DDR to be detailed in the Defence CSA System. In other contracts, the CSA system access may not be required until closer to the first Functional Configuration Audit (FCA).

If the Defence ERP System functions are yet to be introduced, and work will commence using legacy systems, details for legacy systems can be included in clause 2.6.2.2 and then clause 2.6.2.3 will provide crossover training for the Defence ERP System.

2.6.2.2 Unless agreed otherwise in the Approved PMP (eg, to enable a build-up in staff numbers over time), the Commonwealth will make initial training available for Contractor Personnel who will be directly engaged in the performance of the Contract, as follows:

- a. for the [INSERT SYSTEM NAME], training for [INSERT USER / ROLE NAME], up to [INSERT NUMBER OF PERSONS, EG, TWO] persons prior to the [INSERT MILESTONE]; and
- b. for the [INSERT SYSTEM NAME], training for [INSERT USER / ROLE NAME], up to [INSERT NUMBER OF PERSONS, EG, TWO] persons prior to the [INSERT MILESTONE].

2.6.2.3 In addition to the initial training provided under clause 2.6.2.2, the Commonwealth shall provide appropriate training for any new or upgraded Defence information system that the Contractor is required to use in the performance of the Contract. Such training requires the co-ordination of both parties to ensure that Contractor Personnel attain the appropriate skills in advance of the required use of the new or upgraded Defence information system.

2.6.2.4 The training provided to Contractor Personnel, including Subcontractor Personnel, under clauses 2.6.2.2 and 2.6.2.3, shall be provided free of charge by the Commonwealth, after which the Commonwealth may elect to recover costs from the Contractor for additional training.

2.6.2.5 For the training provided by the Commonwealth under this clause 2.6.2, the Contractor shall:

- a. nominate the personnel requiring training and provide sufficient personnel details to the Commonwealth to enable training co-ordination (eg, for when access controls to information systems and facilities apply);
- b. ensure that the personnel nominated for training meet any applicable Defence requirements (eg, personnel security clearances) and have a suitable level of general competence in the use of electronic information systems; and
- c. ensure that it and its Subcontractors meet all employer responsibilities, including all salaries, travel, and accommodation allowances for employees during training.

2.6.3 Use of Defence Information Systems

Note to drafters: Include this clause when the Contractor and/or Subcontractor personnel are provided with access to Defence information systems.

2.6.3.1 If the Contractor is provided with access to any Defence information systems for the purposes of performing the Contract, the Contractor shall ensure that all Contractor Personnel accessing the Defence information systems:

- a. hold an appropriate security clearance for the Defence information systems;
- b. comply with any policies and procedures applicable to the access and use of the Defence information systems, including the Defence Security requirements specified under the Contract;
- c. not access, use or obtain information from the Defence information systems except to the extent required for the performance of the Contractor's obligations under the Contract; and
- d. store any data items delivered to the Commonwealth on the Defence information systems in an approved document management system, such as [...INSERT EG, 'Objective' OR ERP SYSTEM FUNCTION...].

2.6.3.2 The Contractor acknowledges and agrees that:

- a. the Defence information systems shall be provided to the Contractor on the same basis, configuration and availability as provided to Commonwealth users filling similar roles; and
- b. no modifications or additions to the functionality of the Defence information systems shall be made by the Commonwealth to provide the Contractor with any particular access, Software or service level not otherwise provided in accordance with clause 2.6.3.2a, unless agreed to by the Commonwealth Representative in writing.

2.6.3.3 The Contractor shall take all reasonable steps to ensure that any use of Defence information systems does not damage, interfere with or otherwise compromise the Defence information systems, any information contained within it, or any other Defence information system.

2.6.3.4 The Contractor shall not establish any interface between the Defence information systems and any information system owned or controlled by the Contractor, or by a third party, without the prior written consent of the Commonwealth Representative.

2.6.3.5 If the Commonwealth fails to provide the Defence information systems to the Contractor in accordance with clause 2.6.3.2a, the Contractor may be entitled to may make a claim for postponement in accordance with clause 6.3 of the COC, except to the extent that the failure to provide the Defence information systems was caused by a Contractor Default.

2.6.3.6 The Contractor acknowledges and agrees that, despite any obligation on the Commonwealth to provide Defence information systems, the Commonwealth may cease

provision (or refuse to provide) the Defence information systems if the Contractor fails to comply with this clause 2.6.3.

- 2.6.3.7** Where Subcontractor Personnel will be provided with access to Defence information systems for the purposes of performing the Contract, the Contractor shall include the terms of this clause in applicable Subcontract(s).

3. PROJECT MANAGEMENT (CORE)

3.1 Contractor's Project Management Arrangements (Core)

Option A: For use if acquisition complexity warrants a discrete Contractor Project Management Organisation.

- 3.1.1** The Contractor shall establish and maintain, within its company structure, a discrete management organisation with suitable capability and authority to perform the Contract.

Option B: For use if acquisition simplicity warrants only a Contractor Project Manager.

- 3.1.2** The Contractor shall nominate within its company structure, a project manager with suitable capability and authority to perform the Contract.

3.2 Project Planning (Core)

3.2.1 Project Management Plan

- 3.2.1.1** The Contractor shall develop, deliver and update a Project Management Plan (PMP) in accordance with CDRL Line Number MGT-100.

- 3.2.1.2** The Contractor shall manage its program of activities under the Contract in accordance with the Approved PMP.

3.2.2 Contract Master Schedule

- 3.2.2.1** The Contractor shall develop, deliver and update a Contract Master Schedule (CMS) in accordance with CDRL Line Number MGT-110.

- 3.2.2.2** The Contractor shall use the Approved CMS as the primary schedule for managing the Contract.

- 3.2.2.3** The Contractor shall use a scheduling software package Approved by the Commonwealth Representative to develop the CMS.

- 3.2.2.4** If the Contractor produces the CMS using a software package not held by the Commonwealth Representative, the Contractor shall provide all necessary programs, licenses, and training to enable the Commonwealth Representative to efficiently access and manipulate the CMS as required.

- 3.2.2.5** The Contractor may amend the Approved CMS, without first obtaining the Commonwealth's Approval under clause 2.4.4, as long as:

- a. payments under the Contract are not affected;
- b. the Milestones Dates are not affected; and
- c. the ability of the Commonwealth to meet its obligations under the Contract is not affected.

- 3.2.2.6** Commonwealth Approval of an amendment to the Approved CMS under clause 3.2.2.5 shall be obtained when the next update to the CMS is required, as specified in the CDRL.

Note to drafters: Include the following option if the CMS will not be required as part of the DMS. Include the words in brackets if a Resident Team is required, otherwise delete.

Option: Include for on-going Commonwealth access to the CMS, if not accessible via a DMS.

- 3.2.2.7** The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth over the period of the Contract in order for the Commonwealth [...(including Resident Personnel)...] to access the Contractor's versions of the CMS, and any supporting schedules developed by the Contractor (eg, working-level schedules).

3.2.3 Contract Work Breakdown Structure

- 3.2.3.1** The Contractor shall develop, deliver and update a Contract Work Breakdown Structure (CWBS) in accordance with CDRL Line Number MGT-120.

3.2.3.2 The Contractor shall manage the Contract in accordance with the Approved CWBS.

3.2.3.3 The Contractor may amend the Approved CWBS, without first obtaining the Commonwealth's Approval under clause 2.4.4, as long as:

- a. all elements affected by the amendment are below the reporting level;
- b. the amendments are consistent with the Approved CWBS; and
- c. the Commonwealth is notified within 40 Working Days of the changes being made.

3.2.4 Earned Value Management System (Optional)

Note to drafters: An Earned Value Management System (EVMS) is to be considered for inclusion based on the strategic significance, value, risk and complexity of the Contract, as determined in accordance with CASG Policy (PM) 003 – Earned Value Management Tiered Application to CASG Contracts. Refer to the SOW Tailoring Guide for further information. Drafters should contact Program, Project and Product Services, CASG Program Management Branch, for guidance.

3.2.4.1 Not used.

3.2.5 Resource and Schedule Review (Optional)

Note to drafters: If an EVMS is not required, but a MSR is required to discuss and assess the final versions of the CWBS and CMS, and their relationship with the Price and Payments Schedules in Attachment B, and the Delivery Schedule in Attachment C, then the following clauses may be included. If an EVMS is included at clause 3.2.4, the following clause should be replaced with 'Not used'.

3.2.5.1 The Contractor acknowledges that the objectives of the Resource and Schedule Review (RSR) are to:

- a. ensure that the complete Contract scope of work is covered in the draft CWBS;
- b. assess whether the technical scope can be accomplished within baseline cost and schedule constraints and that resources have been appropriately distributed to the Contract tasks;
- c. assess that there is a logical sequence of effort that supports the Delivery Schedule;
- d. identify areas of risk in resource allocations and in the technical performance of the Contract and understand the cost and schedule implications of that risk; and
- e. enable the assessment and subsequent Approval of the CWBS and CMS.

3.2.5.2 The Contractor shall, within a period of [...INSERT PERIOD (eg, two-three months)...] after the Effective Date (ED), conduct a MSR, the RSR, in accordance with clause 3.9.4 and the Approved PMP.

3.3 Monitoring and Control (Core)

3.3.1 The Contractor shall prepare and deliver Contract Status Reports (CSRs) in accordance with CDRL Line Number MGT-300.

3.3.2 If the Commonwealth notifies the Contractor on the basis of any CSR that the Contractor has failed to maintain satisfactory progress under the Contract, the Contractor shall notify the Commonwealth, within 10 Working Days, of the measures proposed to re-establish Contract progress, and shall reflect the results of such measures in subsequent CSRs.

3.4 Key Persons Management (Optional)

3.4.1 The Contractor shall identify, and update as required, the position/person specifications for Key Staff Positions, and the appointed Key Persons for each of the Key Staff Positions, in accordance with the Approved PMP.

3.4.2 The Contractor shall provide the Commonwealth with information and documentation to support the nomination of any person by the Contractor as a Key Person, including any proposed replacement or substitution of a Key Person under this clause 3.4, or under clause 3.6 of the COC. This documentation shall:

- a. justify the match of the nominated person to the relevant Key Staff Position;

- b. describe how any capability shortfalls of the nominated person will be addressed; and
- c. include an update to position/person specifications for affected Key Staff Positions to reflect any changes in duties and responsibilities that result from the replacement or substitution of a Key Person.

3.5 Subcontractor Management (Optional)

3.5.1 Subcontractor Planning

- 3.5.1.1** The Contractor shall ensure that Approved Subcontractors manage their contracts in accordance with their own management plans.

3.5.2 Subcontractor Monitoring and Control

- 3.5.2.1** The Contractor shall ensure that the Approved Subcontractors monitor progress against their own plans.
- 3.5.2.2** The Contractor shall ensure that the Approved Subcontractors implement corrective actions to address any deviations from any plan.

3.5.3 Subcontract Status Reporting

- 3.5.3.1** The Contractor shall ensure that Approved Subcontractors prepare and deliver Subcontract status reports to the Contractor at the same intervals that the Contractor reports to the Commonwealth Representative.
- 3.5.3.2** The Contractor shall summarise the Subcontract status reports in the CSR.
- 3.5.3.3** Upon request, the Contractor shall provide the Commonwealth Representative with a copy of the Subcontract status reports within five Working Days of this request.

3.6 Risk Management (Core)

- 3.6.1** The Contractor shall manage risks in accordance with the Approved PMP.
- 3.6.2** The Contractor shall maintain a Risk Register in accordance with the Approved PMP.
- 3.6.3** The Contractor shall update the Risk Register prior to the submission of the CSR to ensure that each CSR represents the current status of the Contract risks.

Option: The following clause is not required if the Risk Register is included in the DMS.

- 3.6.4** The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Risk Register for the period of the Contract.

3.7 Issue Management (Core)

- 3.7.1** The Contractor acknowledges that the objective of conducting Issue management is to ensure that significant Issues are addressed in a timely manner.
- 3.7.2** The Contractor shall manage Issues in accordance with the Approved PMP.
- 3.7.3** The Contractor shall maintain an Issue Register in accordance with the Approved PMP.
- 3.7.4** The Contractor shall update the Issue Register prior to the submission of the CSR to ensure that each CSR represents the current status of the Contract Issues.

Option: The following clause is not required if the Issue Register is included in the DMS.

- 3.7.5** The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Issue Register for the period of the Contract.

3.8 Maintenance of Contractual Documents (Core)

3.8.1 Configuration Management of the Contract

- 3.8.1.1** The Contractor shall incorporate all changes to the Contract and maintain a configured copy of the Contract.
- 3.8.1.2** The Contractor shall archive all superseded versions of the Contract so that the exact status of the Contract at any previous time can be determined from the archived versions.

3.8.2 Subcontract Configuration Management

3.8.2.1 The Contractor shall incorporate all changes to its Subcontracts and maintain configured copies of these Subcontracts.

3.8.2.2 The Contractor shall archive all superseded versions of Subcontracts so that the exact status of the Subcontracts at any previous time can be determined from the archived versions.

3.9 Customer Liaison (Core)

3.9.1 Progress Meetings (Optional)

Note to drafters: For lower risk contracts the System Reviews and extraordinary meetings, and information in CSRs, may be sufficient without progress meetings. If not required, the following clauses can be deleted and the heading annotated as 'Not used'. If progress meetings are required, consideration should be given to the frequency, which is usually consistent with the delivery of CSRs.

3.9.1.1 The Contractor shall conduct progress meetings at intervals of no greater than three months unless otherwise agreed with the Commonwealth Representative.

3.9.1.2 Progress meetings shall be co-chaired by the Commonwealth Representative or nominated representative, and the Contractor Representative or nominated representative.

3.9.1.3 The Contractor shall prepare and deliver all progress meeting Agendas in accordance with CDRL Line Number MGT-500, which is to include all topics in the CSRs and any other matters required by the Commonwealth Representative or Contractor.

3.9.1.4 The progress meetings shall not be conducted until the Commonwealth Representative has agreed the time and place of the progress meeting.

3.9.1.5 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall provide the facilities (including, when applicable, the venue), materials and services reasonably required for the conduct of the progress meetings. Progress meetings may be held via video conference when agreed by the Commonwealth Representative.

3.9.1.6 The Contractor shall prepare and deliver Minutes for each progress meeting in accordance with CDRL Line Number MGT-510.

3.9.2 Extraordinary Meetings (Core)

3.9.2.1 When scheduling extraordinary meetings, the party calling the meeting shall:

- a. provide the other party with reasonable advance notice of such meetings;
- b. advise the other party of the specific requirements for the meeting, including the nature of the issues to be discussed and requirements for the preparation and delivery of associated information by the other party;
- c. deliver an Agenda to the other party before each extraordinary meeting in accordance with CDRL Line Number MGT-500; and
- d. chair the meeting, unless otherwise mandated by the Commonwealth Representative.

3.9.2.2 Unless otherwise specified in the Contract or agreed by the Commonwealth Representative, the Contractor shall provide the facilities (including, when applicable, the venue), materials and services reasonably required for the conduct of extraordinary meetings. Extraordinary meetings may be held via video conference when agreed by the Commonwealth Representative.

3.9.2.3 The Contractor shall ensure that Contractor representatives and, when requested by the Commonwealth Representative, Subcontractors' representatives participate in each extraordinary meeting as appropriate to the subject and objectives of the meeting.

3.9.2.4 The party that chairs an extraordinary meeting shall prepare and deliver Minutes for the meeting in accordance with CDRL Line Number MGT-510.

3.9.3 Contract Performance Reviews (Optional)

Note to drafters: CPRs may be included in long-term contracts if a high-level review will be beneficial. Refer to ASDEFCON (Strategic Materiel) for example clauses.

3.9.3.1 Not used.

3.9.4 System Reviews (Core)

3.9.4.1 The Contractor shall conduct all MSRs and Internal System Reviews in accordance with the Approved PMP or governing plan applicable to the functional program or activity (eg, the SEMP, ISP, etc).

Note to drafters: When MSRs are to address Commonwealth-specified review items and entry and exit criteria, include the optional words in brackets in the following clause, and include and tailor SOW Annex D. Commonwealth MSR checklist requirements will then be required inclusions in the applicable governing plans.

3.9.4.2 The Contractor shall include, in the governing plan applicable to each MSR, entry and exit criteria and review items for each MSR that include the generic entry/exit criteria and review items set out in this clause 3.9.4 [...and the specific criteria and review items in Annex D to the SOW...].

3.9.4.3 If the Commonwealth Representative agrees, the Contractor may conduct a MSR concurrently with another MSR when the entry criteria, exit criteria, and objectives of the reviews can be accomplished simultaneously.

3.9.4.4 The Contractor shall conduct all MSRs at Contractor Premises unless otherwise agreed by the Commonwealth Representative or if the Commonwealth Representative directs that the MSR be held at Commonwealth Premises.

3.9.4.5 Unless otherwise agreed between the parties, the Contractor shall not commence a MSR until the following entry criteria have been met:

- a. all data items applicable to the MSR, which are required to be delivered before the MSR, have been delivered, and the Commonwealth Representative considers them suitable for the purposes of the MSR (which, for clarity, includes the data items identified for Commonwealth action (eg, Review or Approval) in the MTDI);
- b. all entry criteria defined in the Approved governing plan(s) and the Contract for the MSR have been met;
- c. any action items from any previous System Reviews, which affect the MSR, have been successfully addressed or action plans agreed with the Commonwealth Representative; and
- d. any pre-requisite activities defined in the Contract have been successfully conducted.

3.9.4.6 Prior to each MSR, the Contractor shall deliver the Agenda for that review in accordance with CDRL Line Number MGT-410.

3.9.4.7 Prior to each MSR, the Contractor shall deliver the Review Package for that review in accordance with CDRL Line Number MGT-420.

3.9.4.8 The Contractor shall ensure that Contractor representatives and Subcontractors' representatives participate in each MSR as appropriate to the subject and objectives of that MSR.

3.9.4.9 The Contractor and the Commonwealth Representative shall co-chair each MSR.

3.9.4.10 Review items, to be addressed at each MSR by the Commonwealth Representative and the Contractor, shall include:

- a. an assessment of the effects of Approved and pending CCPs on achieving the objectives for the MSR; and
- b. confirming that all of the Commonwealth Representative's review comments, against the data items applicable to the MSR, have been adequately addressed.

- 3.9.4.11** The Commonwealth Representative will classify each action item raised during an MSR as a major or minor action item, considering their importance to the objectives of the MSR and the Contract.
- 3.9.4.12** Following each MSR, the Contractor shall deliver Minutes for that MSR in accordance with CDRL Line Number MGT-430.
- 3.9.4.13** Unless otherwise agreed between the parties, the Contractor shall not exit a MSR until the following exit criteria have been met:
- all review items, as defined in the Approved governing plan(s) and the Contract for the MSR have been addressed to the satisfaction of the Contractor and the Commonwealth Representative;
 - all exit criteria defined in the Approved governing plan(s) and the Contract for the MSR, have been met;
 - all risks identified during the MSR have been assessed, and risks of proceeding to the next phase of the Contract are acceptable to the Commonwealth Representative;
 - all major action items have been closed, and all minor action items have either been closed or have a plan for resolution that is agreed by the Commonwealth Representative;
 - the Minutes for the MSR have been Approved;
 - all Contract plans and schedules for activities in future phases of the Contract have been reviewed and confirmed as appropriate, realistic and achievable with acceptable risk; and
 - the MSR has achieved its objectives, as defined in the Approved governing plan(s) and the Contract for the MSR.
- 3.9.4.14** The Contractor shall not claim completion for a MSR until both the Commonwealth Representative and the Contractor are satisfied that all of the exit criteria in clause 3.9.4.13 have been met.

Note to drafters: Depending on the scale of design and development, the following options may be selected in order to provide the Commonwealth Representative with increased visibility into the design, development, and implementation process.

Option: Include for the Commonwealth to attend the Contractor's Internal System Reviews.

- 3.9.4.15** The Contractor shall invite the Commonwealth to all Internal System Reviews.
- 3.9.4.16** Prior to each Internal System Review, the Contractor shall deliver the Agenda for that System Review in accordance with CDRL Line Number MGT-410.

Option: Include when the Commonwealth requires visibility of the outcomes of the Contractor's Internal System Reviews.

- 3.9.4.17** Following each Internal System Review, the Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the records that document the outcomes of the System Review.

3.10 Life Cycle Cost (Optional)

- 3.10.1** The Contractor shall plan, develop, and maintain cost estimates for the acquisition and sustainment of the Mission System and the Support System Components.
- 3.10.2** The basis of the cost estimates including price escalation factors, exchange rates, data sources and all assumptions shall be recorded with the cost estimates.
- 3.10.3** The Contractor shall present the cost estimates during MSRs to demonstrate to the Commonwealth that the Contractor's activities under the Contract will result in a Mission System and associated Support Resources and Training that:
- minimises Life Cycle Cost (LCC); and
 - meets the other requirements of the Contract,

when the Mission System is operated and supported in accordance with the DOR Part B.

3.11 Transition into Operational Service (Optional)

Note to drafters: Consider the complexity of Transition and consult in-service capability and support managers when deciding on the need for this clause. If the Contractor will not be closely involved in ADF transition activities, the clauses below may be replaced with 'Not used'.

3.11.1 Contractor Transition Planning (Core)

Note to drafters: Drafters need to determine if a Contractor Transition Plan (CTXP) is required or if Transition activities can be adequately addressed within the PMP alone.

The scope of Contractor Transition planning will depend upon a range of factors, including the support concept (documented in the DOR), if the Contractor will be involved in support, if the Contractor is required to assist Defence units to transition, and whether or not a separate Contract (Support) will be enacted with the Contractor.

Option A: Include if Transition will be complex and a discrete CTXP will be required.

3.11.1.1 The Contractor shall develop, deliver and update a Contractor Transition Plan (CTXP) in accordance with CDRL Line Number MGT-1000.

3.11.1.2 The Contractor shall conduct its Transition activities in accordance with the Approved CTXP.

Option B: Include if Transition will be less complex and adequately planned within the PMP.

3.11.1.3 The Contractor shall conduct its Transition activities in accordance with the Approved PMP.

3.11.2 Transition Meeting (Optional)

Note to drafters: If Transition will not be complex, a Transition meeting may not be required. Transition issues should also be addressed in CSRs (clause 3.1.1) and at progress meetings (clause 3.9.1). Nevertheless, a Transition meeting can enable co-ordination for multiple parties. If not required, the clauses below can be deleted and the heading annotated with 'Not used'.

The timeframe in the following clause is indicative and may be amended for the nature and scope of the Transition activities. The location of the Transition meeting should enable the objectives to be achieved most effectively (eg, at the address of the in-service support agency).

3.11.2.1 At least 80 Working Days before the Test Readiness Review (TRR) for the first Mission System (or other time agreed between the parties in writing), the Contractor shall conduct a Transition meeting at the Commonwealth's premises to:

- a. ensure that the Transition responsibilities of the Commonwealth, the Contractor and Subcontractors are well-understood by all parties;
- b. ensure that the Transition activities of the Commonwealth, the Contractor and Subcontractors are planned in sufficient detail and progressing satisfactorily and in accordance with the Approved CMS;
- c. address risk-mitigation strategies for any Transition-related risks; and
- d. confirm the suitability of, and identify any required changes to, Transition planning in the Approved [...INSERT 'CTXP' OR 'PMP' AS APPROPRIATE...]; and
- e. identify the requirement for and scope of any subsequent Transition meetings.

3.11.2.2 Subject to clause 3.11.2.1, the Contractor shall organise and conduct the Transition meeting, and any subsequent Transition meetings, as an extraordinary meeting in accordance with clause 3.9.2.

3.11.3 Transition Register (Optional)

3.11.3.1 The Contractor shall develop, deliver, and update a Transition Register in accordance with CDRL Line Number MGT-1010 and the Approved [...INSERT 'CTXP' OR 'PMP' AS APPROPRIATE...].

3.11.4 Transition Support (Optional)

Note to drafters: *This clause may be included and further developed when the Commonwealth requires Contractor Personnel to assist in the Transition of Commonwealth units. If Contractor Personnel are to assist with on-the-job Training, this should be co-ordinated with the Training services provided under clause 5.3.4. Amend the note to tenderers as required.*

Note to tenderers: *The following Transition support requirements for Commonwealth units are indicative, for scoping purposes. Further details will be defined during negotiations with the preferred tenderer, and will include consideration of the tendered draft CMS.*

3.11.4.1 The Contractor shall, in accordance with the Approved [...INSERT 'CTXP' OR 'PMP' AS APPROPRIATE...], provide the following specialist personnel to assist Commonwealth units during the Transition period:

- a. [... INSERT SKILL / TYPE ...] specialists at [... INSERT LOCATION ...] to provide [... INSERT NATURE OF SUPPORT ...]; and
- b. [... INSERT SKILL / TYPE ...] specialists at [... INSERT LOCATION ...] to provide [... INSERT NATURE OF SUPPORT ...].

3.12 Contractor Managed Commonwealth Assets and Government Furnished Services (Core)**3.12.1 Provision and Management of Government Furnished Material (Optional)**

Note to drafters: *This clause is required when GFM will be provided to the Contractor. If not required, delete the following clauses and annotated the heading with 'Not used'.*

If safety-related information is not contained within associated Technical Data, additional information will need to be provided as GFI or GFD. Refer to CASSafe Regulated Hazard 09: 'Plant' regarding obligations to manage and control risks associated with plant/equipment.

Note: *The Commonwealth is to provide applicable safety-related information for GFE.*

3.12.1.1 Subject to clause 3.7 of the COC, the Commonwealth shall deliver or provide access to Government Furnished Material (GFM) and Government Furnished Services (GFS) to the Contractor at the place(s) and times stated in Attachment E.

3.12.1.2 The Contractor shall acknowledge, in writing, receipt of the GFM to the Commonwealth Representative within five Working Days of delivery, or such other period as may be agreed in writing by the Commonwealth Representative.

3.12.1.3 If GFM is not accompanied by an issue voucher from the Commonwealth, the Contractor shall report that omission in the acknowledgment of receipt for that GFM.

3.12.1.4 The Contractor shall:

- a. within the periods identified in Attachment E or such other period as may be agreed in writing by the Commonwealth Representative, inspect GFM for defects or deficiencies and any physical damage which impact on, or are likely to impact on, the intended use of the GFM;
- b. at least 15 Working Days prior to the date that the Contractor intends to utilise an item of Government Furnished Equipment (GFE), carry out appropriate functional testing of that item, to the extent feasible, to determine that it is serviceable for use as required by the Contract; and
- c. notify its satisfaction or dissatisfaction with the GFM to the Commonwealth Representative within five Working Days of inspection or functional testing.

3.12.1.5 Unless otherwise agreed between the parties, the Contractor shall not use GFM that has been found on inspection to be damaged, defective or deficient.

3.12.2 Use of GFM (Optional)

3.12.2.1 The Contractor shall skilfully incorporate GFM into the Supplies or utilise GFM (eg, in the production or test of the Supplies) in accordance with the Contract.

3.12.2.2 The Contractor shall return GFM that is not incorporated into the Supplies (other than any consumable items of GFM) to the Commonwealth, in accordance with the return dates and locations in Attachment E, or as otherwise directed by the Commonwealth Representative.

3.12.3 Update of Contract GFM (Optional)

3.12.3.1 If the Contractor considers that additional GFM is necessary or beneficial to achieving Contract outcomes, the Contractor may request additional GFM from the Commonwealth, in writing, by providing the following information:

- a. the item identification and description, the timeframe when the GFM is required and, to the extent known, other details required to include the item in Attachment E;
- b. if an item of information is proposed as GFD, the rationale for that classification; and
- c. for items of GFE and GFD, the intended purpose for which the Commonwealth is requested to warrant that the item is suitable for the purposes of the Contract.

3.12.3.2 The parties acknowledge and agree that:

- a. whenever practicable, requests for additional GFM should be addressed at a scheduled meeting (eg, included in the Agenda for a progress meeting) and the Commonwealth, whenever practicable, will provide a response to the request at the applicable meeting (to be recorded in the Minutes) or otherwise following the meeting, by notice, within a period of time agreed between the Parties;
- b. if the Contractor urgently requires a document (ie, outside of the timeframe for a scheduled meeting) that can only be supplied by the Commonwealth, the Contractor is to request the inclusion of that document in Attachment E; and
- c. any requested items of GFM will not be classified as GFM until the Commonwealth has agreed to a CCP, to update Attachment E, in accordance with clause 2.4.6.

3.12.3.3 If the Commonwealth agrees, in writing, to provide additional GFM, the Contractor shall prepare a CCP to update Attachment E in accordance with CDRL Line Number MGT-710.

3.12.4 Care of Contractor Managed Commonwealth Assets (Core)

3.12.4.1 The Contractor shall provide the facilities and other resources required to store, handle, preserve and protect all Contractor Managed Commonwealth Assets (CMCA).

3.12.4.2 Without limiting the Contractor's obligations under clause 3.9 of the COC and except where otherwise required under clauses 3.12.1 and 3.12.4, the Contractor shall, within one Working Day of becoming aware that any CMCA is lost, destroyed, damaged, defective or deficient, notify the Commonwealth Representative of the event.

Note to drafters: If the Contractor is to maintain GFE, include the following optional clause and, in Attachment E, identify any need to return items for Commonwealth Maintenance (eg, in the comments) and list the applicable instructions or manuals (as GFI/GFD).

Option: Include if the Contractor will be required to perform some Maintenance on GFE.

3.12.4.3 The Contractor shall ensure that GFE requiring calibration is calibrated by an organisation that is accredited, by an applicable authority, for the class of testing appropriate for the equipment.

3.12.4.4 Unless identified in Attachment E that an item of GFE is to be returned to the Commonwealth for Maintenance, the Contractor shall carry out Maintenance of all GFE requiring such Maintenance in accordance with authorised technical manuals.

3.12.5 Assurance and Stocktaking of Contractor Managed Commonwealth Assets (Core)

3.12.5.1 The Contractor shall develop, deliver and update a Commonwealth Assets Stocktaking Plan (CASP) as part of the PMP.

Note to drafters: When completing the clause below, check for updates to the LCAM.

If the Defence ERP System's stocktaking function will be available by ED, the note to tenderers can be deleted and the clause amended to refer to the Defence ERP System instead of MILIS.

Note to tenderers: The Defence ERP System will replace existing Defence information systems over a number of years, with inventory management and stock control functions scheduled in the initial tranche of replacement systems. Hence, references to MILIS below should also be considered as references to the Defence ERP System, used to manage stocktaking functions.

Changes to the draft Contract, for the introduction of the Defence ERP System (and updated policy references to the Logistics Compliance and Assurance Manual) may be included during negotiations for any resultant Contract. If the Defence ERP System's stocktaking function has not been implemented by the ED, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.

Refer to SOW clause 2.6.2 for training in the use of Defence information systems.

- 3.12.5.2** Without limiting clause 2.4, the Commonwealth Representative will assess the CASP to ascertain whether it is sufficient to discharge Defence's responsibilities to account for its assets, as set out in the Logistics Compliance and Assurance Manual (LCAM) Volume 2, Chapter 1, [...INSERT APPLICABLE CHAPTERS / ANNEXES...].
- 3.12.5.3** The Contractor shall, in accordance with the Approved CASP:
- a. institute, maintain and apply a system for the accounting for and control, handling, preservation, protection and Maintenance of CMCA; and
 - b. undertake stocktakes, other assurance checks, and reporting for CMCA.
- 3.12.5.4** The Contractor acknowledges that, where CMCA are held to account on the Military Integrated Logistics Information System (MILIS), the stocktaking requirements for these assets will be defined by MILIS, such that:
- a. when the Commonwealth manages MILIS records for CMCA, the Commonwealth Representative will advise the Contractor of the CMCA that will be subject to stocktake each applicable month; and
 - b. when the Contractor manages MILIS records for CMCA, the Contractor will conduct stocktaking of these CMCA in accordance with the requirements defined by MILIS.
- 3.12.5.5** If CMCA are held to account on systems other than MILIS, the Contractor shall conduct assurance stocktakes for each type of asset in accordance with the requirements of LCAM Volume 2.
- 3.12.5.6** The Contractor shall prepare and deliver a Commonwealth Assets Stocktaking Report (CASR) as part of the CSR.
- 3.12.5.7** Without limiting clause 2.4, the Commonwealth will assess the CASR to ascertain whether it sufficiently accounts for the Commonwealth assets in the possession of the Contractor and will notify the Contractor whether the stocktaking report is acceptable or not.
- 3.12.5.8** The Contractor shall promptly conduct investigations into every discrepancy arising from stocktakes of CMCA.
- 3.12.5.9** The Contractor shall immediately notify the Commonwealth Representative of any deficiencies that are discovered through a stocktake of CMCA where:
- a. loss of attractive or sensitive items of any value, including weapons and associated controlled repair parts, classified equipment, and controlled medical supplies, is suspected or confirmed;
 - b. fraud, theft, or misappropriation is suspected or confirmed; or
 - c. an error tolerance threshold has been reached or exceeded, with thresholds of:
 - (i) five percent of the stockholding by quantity, of all stock codes counted; or
 - (ii) one percent of the stockholding by value, of all stock codes counted.

3.13 Technical Data and Software Rights Management (Core)

- 3.13.1** The Contractor shall manage Technical Data and Software rights and restrictions in accordance with clause 5 of the COC and the Approved PMP.

Note to drafters: Delete reference to the Software List in the following clause if not applicable to the Contract – refer to clause 4.4.2.

- 3.13.2** The Contractor shall further develop, deliver and update the Technical Data and Software Rights (TDSR) Schedule in accordance with CDRL Line Number MGT-700, to ensure consistency with the progress of the Contract and with the MTDI and the Software List (SWLIST).
- 3.13.3** The Contractor shall provide TDSR Reports, as part of the CSR, to report the current status and progress made in obtaining licences and other Authorisations for Technical Data and Software.
- 3.13.4** The Commonwealth may conduct reviews, which may require access to the premises and the records of the Contractor and Approved Subcontractors, to verify the implementation of Technical Data and Software rights under the Contract. The Contractor shall facilitate, and shall ensure that Approved Subcontractors facilitate, these reviews.
- 3.13.5** The Contractor shall flow down the reporting and review requirements of clauses 3.13.3 and 3.13.4 to relevant Approved Subcontractors.

3.14 Defence Security Compliance (Core)**3.14.1 Defence Security – General Requirements (Core)**

- 3.14.1.1** The Contractor acknowledges that this clause 3.14 does not address security considerations associated with the design, development, implementation and Verification and Validation (V&V) of either the Mission System or Support System, which are addressed under clause 4.6.7.
- 3.14.1.2** The Contractor shall ensure that all security procedures, training, facilities, fittings and clearance requests are established and maintained to meet the requirements of clause 11.10 of the COC.
- 3.14.1.3** The Contractor shall manage security matters under this clause 3.14 in accordance with the Approved PMP.

3.14.2 Communications Security (Optional)

Note to drafters: Clauses relating to Communications Security may be applicable if the Contractor is required to handle cryptographic equipment and related secure communications equipment and documents. Refer to the SOW Tailoring Guide and Principle 13 of the Defence Security Principles Framework (DSPF) for policy and guidance.

- 3.14.2.1** Not used.

3.15 Resident Personnel (Optional)

Note to drafters: The need for Resident Personnel will vary significantly from project to project. For acquisitions with few development or integration activities, Resident Personnel may not be required or only required during Verification and Acceptance activities. If Resident Personnel are not required, then the clauses below should be replaced with 'Not used'.

- 3.15.1** Resident Personnel (RP) will be collocated at the Contractor's and/or Approved Subcontractors' premises during the Contract. The terms of reference and requirements for the collocation are set out in Attachment L.
- 3.15.2** The Contractor shall provide and maintain at its premises, and ensure (as applicable) that Approved Subcontractors provide and maintain at their premises, the facilities identified in Attachment L, and give such assistance as is reasonably required to support the RP.
- 3.15.3** The facilities provided for RP shall be of a standard equal to that provided to the Contractor's personnel of similar status, and take into account the requirements for comfort and functionality, and meet the WHS requirements of clause 9.3.5.

- 3.15.4** The Contractor shall provide all reasonable assistance to facilitate the Commonwealth arranging clearances for Commonwealth personnel requiring access to the Contractor's and Approved Subcontractors' premises (as applicable), including when these premises are located outside Australia.
- 3.15.5** The Commonwealth shall comply with, and shall require persons afforded access under clause 3.15 to comply with, any relevant safety and security arrangements, regulations and codes of behaviour that apply to the particular Contractor premises and Approved Subcontractors' premises.
- 3.15.6** The Contractor shall include the terms of this clause in applicable Approved Subcontract(s) to ensure that all access, facilities and support assistance specified in this clause 3.15 are provided to the RP collocated at Approved Subcontractors' premises.
- 3.16 Business Resource Planning (Optional)**
-
- 3.16.1** The Contractor shall conduct business resource planning in accordance with the Approved PMP to demonstrate that resources are adequate to complete all current and planned work.
- 3.16.2** The Contractor shall provide a Business Resource Planning Report as part of each CSR.
- 3.16.3** The Commonwealth may conduct reviews and audits at the Contractor's premises to verify the Contractor's Business Resource Planning Report. The Contractor shall facilitate each review and audit.
- 3.16.4** If the Commonwealth considers that the Contractor has not demonstrated adequate resources to continue to maintain satisfactory progress under the Contract, the Contractor shall take remedial action in accordance with clause 3.3.2.
- 3.17 Co-ordination and Co-operation (Core)**
-
- 3.17.1** The Contractor acknowledges that the performance of its obligations under the Contract may require:
- a. interoperation and/or integration with Other Capabilities; and
 - b. consultation, co-ordination and co-operation with Associated Parties.
- 3.17.2** The Contractor shall:
- a. co-operate with all Associated Parties, as may be necessary or required by the Commonwealth, to ensure the interoperation and/or integration of the Mission System and other Supplies with Other Capabilities;
 - b. consult, co-ordinate and co-operate, with all Associated Parties, as may be necessary or required by the Commonwealth, to ensure that the Supplies are provided, implemented and/or installed, as applicable, in accordance with safety, security and other requirements of the Contract; and
 - c. bring any causes, or likely causes, of interruption to the performance of the work under the Contract in connection with Other Capabilities and Associated Parties to the attention of the Commonwealth Representative as soon as practicable after becoming aware of those causes.
- 3.18 Government Furnished Facilities (Optional)**
-
- 3.18.1 Initial Inspection of Government Furnished Facilities**
- 3.18.1.1** On or before the GFF Licence Application Date for a GFF Licensed Area, the Contractor shall participate in an inspection of the GFF Licensed Area, conducted by a representative of the Commonwealth.
- 3.18.1.2** The Contractor shall, within 20 Working Days following the GFF Licence Application Date for a GFF Licensed Area:
- a. inspect the GFF Licensed Area to identify any lost, destroyed, damaged or deficient GFF;
 - b. carry out appropriate functional testing to determine whether the GFF Licensed Area is in good and functional repair and condition; and

- c. notify the Commonwealth Representative, setting out the Contractor's satisfaction or dissatisfaction with the GFF Licensed Area, including details of any disparity between the Contractor's findings and the Facilities Condition Report for that area.

3.18.1.3 The Contractor shall not use a GFF Licensed Area, or Commonwealth Property on a GFF Licensed Area, which has been found to be materially damaged, defective or deficient.

3.18.2 Care and Maintenance of GFF

Note to drafters: Drafters should consult Security and Estate Group (SEG) to determine if the proposed GFF requires a baseline contamination assessment. If it is required, the baseline contamination report should be included within the Facilities Condition Report.

3.18.2.1 The Contractor shall keep all GFF Licensed Areas in a clean and tidy condition, having regard to their condition stated in the relevant Facilities Condition Report.

Note to drafters: Select from the following optional clauses to describe the Contractor's maintenance responsibilities regarding GFF. The option chosen below needs to be consistent with the responsibilities in clauses 6.3 and 6.4 of Attachment O and, in particular, the list of Contractor Maintained Licensed Fittings. If there is more than one GFF Licensed Area under the GFF Licence, each GFF Licensed Area should be addressed.

Option A: Include when the Contractor will maintain the buildings and all the Licensed Fittings (defined as the Contractor Maintained Licensed Fittings).

3.18.2.2 The Contractor shall carry out maintenance as is necessary to maintain the GFF Licensed Area (including Licensed Fittings) in good and functional repair and condition.

Option B: Include when SEG will maintain the buildings and the Contractor will maintain all or some of the Licensed Fittings (defined as the Contractor Maintained Licensed Fittings).

3.18.2.3 The Contractor shall carry out maintenance as is necessary to maintain the Contractor Maintained Licensed Fittings in good and functional repair and condition.

Option: Only include the following clause if Option A or B are selected above. Edit to select 'GFF Licensed Area' for Option A, or 'Contractor Maintained Licensed Fittings' for Option B.

3.18.2.4 The Contractor shall maintain the [...INSERT 'GFF Licensed Area' OR 'Contractor Maintained Licensed Fittings'...] in accordance with all applicable laws and the applicable maintenance manuals, manufacturer's recommendations, and otherwise in accordance with good industry practice.

3.18.2.5 Without limiting the Contractor's obligations under clause 3.9 of the COC, except where otherwise required under clause 3.18.3, the Contractor shall, within five Working Days of becoming aware that any Licensed Fitting is lost, destroyed, damaged or deficient, notify the Commonwealth Representative of the event.

3.18.3 Inspections of GFF

3.18.3.1 The Contractor shall provide representatives of the Commonwealth with access to a GFF Licensed Area, in accordance with Attachment O for the purpose of inspections. The Commonwealth may inspect a GFF Licensed Area to review the condition of the area and any impact of the Contractor's use and occupation of the area on the Environment or heritage.

3.18.3.2 Within 20 Working Days following each anniversary of the GFF Licence Commencement Date, and prior to the end of the GFF Licence Term, for each GFF Licensed Area, the Contractor shall:

- a. undertake an inspection of the Licensed Fittings;
- b. prepare an inventory identifying any Licensed Fittings that were removed or replaced, and the replacement Licensed Fittings, and any other Commonwealth Property made available for the Contractor's use in the GFF Licensed Area; and
- c. provide a copy of the inventory to the Commonwealth Representative.

3.18.3.3 When notified by the Commonwealth Representative, the Contractor shall prepare a CCP to Attachment O, to incorporate changes to the list of Licensed Fittings.

- 3.18.3.4** Within five Working Days (or such other period as may be agreed in writing by the Commonwealth Representative) after the GFF Licence expires or is terminated or ceases to apply to a GFF Licensed Area, the Contractor shall participate in an inspection of the GFF Licensed Area conducted by a representative of the Commonwealth, in accordance with the GFF Licence and this clause 3.18.

4. SYSTEMS ENGINEERING (CORE)

Note to drafters: Engineering aspects of this SOW are based on 33 high-level requirements for engineering a system, which are described in EIA-632 in abstract terms without mandating particular methods. As such, the SEMP should explain the Contractor's application of Systems Engineering applicable to the Contract, internal procedures and, as applicable, related standards. The requirements of clause 4 apply to the design and development of the Mission System and any significant end items of technical equipment that form part of the Support System. These elements should be identified in clause 2.1, 'Scope of Work'.

In this SOW, the level of engineering design is moderate and a broadly scoped SEMP can be used. This allows the SEMP to be used as the governing plan for Systems Engineering, Configuration Management, and Verification & Validation activities, and the scope of planning under the related clauses may be tailored accordingly.

Note to tenderers: Under the philosophy embodied in this SOW, the Commonwealth controls system functional requirements and the Contractor controls the design and product requirements and is responsible for development and maintenance of the lower level Configuration Item (CI) specifications.

4.1 Systems Engineering Management (Core)

4.1.1 Engineering Organisation and Planning

- 4.1.1.1 The Contractor shall develop, deliver and update a Systems Engineering Management Plan (SEMP) in accordance with CDRL Line Number ENG-100.
- 4.1.1.2 The Contractor shall conduct its program of engineering activities in accordance with Approved SEMP.
- 4.1.1.3 All engineering plans for the Contract shall be subordinate to the SEMP.
- 4.1.1.4 The Contractor shall ensure that all Subcontractor activities are consistent with the Approved SEMP.

4.1.2 Design Authority (Core)

Note to drafters: The following clause may require amendment if a Subcontractor is the Design Authority for the Mission System, as opposed to the Contractor.

- 4.1.2.1 The parties acknowledge and agree that the Contractor is the Design Authority for the Mission System, which involves the Contractor ensuring that:
 - a. the equipment being provided and the associated support services meet the specified requirements, achieves the Safety Outcomes when used in accordance with the purpose(s) set out in the Contract, and are compliant with the requirements for environmental protection; and
 - b. the equipment being provided is designed, manufactured and maintained, to approved standards, by competent and authorised individuals who are acting as members of an authorised organisation, and whose work is certified as correct.
- 4.1.2.2 The parties further acknowledge that the Commonwealth relies upon the Contractor's expertise as the Mission System designer, and that the design accountabilities and responsibilities in the Contract have been established based around the principle known as Clear Accountability In Design (CAID). The CAID concept is based on two key elements:
 - a. the Commonwealth controls requirements at the highest practicable level (ie, the Description of Requirement (DOR) and the system specifications for the Mission System and, if applicable, the Support System) to define and manage the Commonwealth's capability requirements, manage cost and risk, and ensure all V&V activities required under the Contract have been accomplished, which may require the Commonwealth to be involved at levels lower than the DOR Part A and/or the specifications for the Mission System and, if applicable, the Support System; and
 - b. the Contractor controls lower-level requirements and the design in order to implement cost, schedule, performance, and risk-based business decisions, unless the Commonwealth has a specific need to control them.

4.1.3 Engineering Schedule

- 4.1.3.1 The Contractor shall develop, deliver and update a time-based schedule of engineering activities as part of the CMS.
- 4.1.3.2 The Contractor shall capture all technical milestones, including System Reviews, and their key dependencies in the CMS.

4.1.4 Engineering Organisation and System Compliance (Optional)

Note to drafters: If the Contractor is not required to show compliance with an ADF regulatory or assurance regime for engineering activities under the Contract, replace the clauses under clause 4.1.4 with a single 'Not used'.

If required, amend the following clause for the applicable ADF regulatory / assurance framework. Policies / regulations are directed (principally) at the Commonwealth but specific requirements may be placed on the Contractor through the Contract. Drafters should refer to the SOW Tailoring Guide and seek advice from the applicable ADF regulatory / assurance authority(ies). In some cases more than one ADF regulatory / assurance framework will apply and the clause will need to be expanded for each applicable publication.

- 4.1.4.1 The Contractor shall have the systems, people and resources in place to ensure that engineering design and production activities are performed in compliance with the following requirements defined in [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...]:
- [...INSERT REGULATIONS / DOCUMENT SECTIONS...]; and
 - [...INSERT REGULATIONS / DOCUMENT SECTIONS...].

Note to drafters: The following clause is to be used where the Contractor's engineering design and production activities will be assessed for compliance with one or more ADF regulatory / assurance frameworks. For aerospace, compliance (or pre-qualification) with the Defence Aviation Safety Regulations (DASR) Part 21 will usually be assessed. For Land, Maritime and Explosive Ordnance domains, drafters should seek advice from the relevant authority regarding the need for the Contractor to demonstrate compliance and to be assessed by the regulator / assurance agency or the Commonwealth Representative. Drafters may also need to amend CDRL Line Number ENG-110.

Option: To be included and amended for an assessment of compliance against a regulatory / assurance framework. The clauses may need duplication if there is more than one framework.

- 4.1.4.2 The Contractor shall deliver an application for [...INSERT NAME OF ORGANISATION APPROVAL...] in accordance with CDRL Line Number ENG-110 to seek approval, or recognition of prior approval, by the Commonwealth of the Contractor's compliance with ADF regulatory / assurance framework requirements for the engineering design and production activities required under the Contract.
- 4.1.4.3 The Contractor shall ensure that engineering design and production activities comply with the requirements of the [...INSERT THE ORGANISATIONAL APPROVAL...] in regards to the application of [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...].

4.1.5 Maintenance Organisation and System Compliance (Optional)

Note to drafters: If the Contractor is not required to show compliance with an ADF regulatory / assurance framework for Maintenance activities (eg, during an AV&V phase) under the Contract, replace the clauses under clause 4.1.5 with a single 'Not used'.

If required, amend the following clause for the applicable ADF regulatory / assurance framework. Policies / regulations are directed (principally) at the Commonwealth but specific requirements may be placed on the Contractor through the Contract. Drafters should refer to the SOW Tailoring Guide and seek advice from the applicable ADF regulatory / assurance authority regarding the need for Contractor compliance to be assessed by the regulator / assurance agency or the Commonwealth Representative. In some cases, more than one ADF regulatory /

assurance framework will apply and the clause will need to be expanded for each applicable publication.

4.1.5.1 The Contractor shall have the systems, people and resources in place to ensure that all Maintenance performed on Supplies comply with the following requirements defined in [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...]:

- a. [...INSERT REGULATIONS / DOCUMENT SECTIONS...]; and
- b. [...INSERT REGULATIONS / DOCUMENT SECTIONS...].

Note to drafters: The following clause is to be used where the Contractor's Maintenance activities will be assessed for compliance with one or more ADF regulatory / assurance frameworks. For aerospace, compliance (or pre-qualification) with DASR will usually be assessed. For Land, Maritime and Explosive Ordnance domains, drafters should seek advice from the relevant authority regarding the need for the Contractor to demonstrate compliance and to be assessed by the regulator / assurance agency or the Commonwealth Representative. Drafters may also need to amend CDRL Line Number ENG-120.

Option: To be included and amended for a compliance assessment against a regulatory / assurance framework. The clauses may need duplication if there is more than one framework.

4.1.5.2 The Contractor shall deliver an application for [...INSERT NAME OF ORGANISATION APPROVAL...], in accordance with CDRL Line Number ENG-120, to seek approval, or recognition of prior approval, by the Commonwealth of the Contractor's compliance with [...regulatory / assurance...] requirements for the Maintenance performed on Supplies.

4.1.5.3 The Contractor shall ensure that all Maintenance performed on Supplies comply with the requirements of the [...INSERT THE ORGANISATIONAL APPROVAL...] in regards to the application of [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...].

4.1.6 Engineering-related System Reviews

4.1.6.1 As part of the System Engineering program, the Contractor shall conduct the following System Reviews in accordance with clause 3.9.4 and the applicable clauses in the SOW for each of the identified MSRs:

- a. MSRs for the Mission System(s), as follows:
 - (i) System Requirements Review (SRR);
 - (ii) System Definition Review (SDR);
 - (iii) Preliminary Design Review (PDR);
 - (iv) Detailed Design Review (DDR);
 - (v) Test Readiness Reviews; and
 - (vi) Functional Configuration Audits (FCAs) and Physical Configuration Audits (PCAs); and
- b. Internal System Reviews.

4.2 System Definition (Core)

4.2.1 Description of Requirement

Note to drafters: The Commonwealth will define its system requirements in a Description of Requirement (DOR), included at Annex A to the draft SOW. The DOR may include an OCD and an FPS, if these documents exist, but in their absence the drafter is to develop other documents to specify the requirement. Guidance for preparing the DOR is included in Annex A of the SOW.

4.2.1.1 During the System Definition phase, and prior to each MSR, the Contractor shall propose changes to the Commonwealth developed DOR that would address any inconsistencies between the DOR Part B (Operational and Support Concepts) and the SS.

4.2.1.2 Where the Contractor proposes to change the DOR Part B in accordance with clause 4.2.1.1, the Contractor shall submit a CCP to incorporate the proposed change into the Contract.

4.2.2 System Requirements Validation

4.2.2.1 The Contractor shall develop and validate a set of requirements for the Mission System based on:

- a. the initial Commonwealth requirements as defined by the DOR Part A (Specification);
- b. an analysis of the DOR Part B to extract Commonwealth end-user needs and objectives in the operational context to confirm that all function and performance requirements and constraints for the Mission System are captured;
- c. the requirements of government regulatory organisations;
- d. other Defence stakeholder requirements as facilitated by the Commonwealth Representative; and
- e. the Contractor's domain experience.

4.2.2.2 The Contractor shall develop, deliver and update the validated Mission System requirements, as the SS, in accordance with CDRL Line Number ENG-200.

4.2.2.3 In developing and updating the SS in accordance with clause 4.2.2.2, the Contractor shall as a minimum:

- a. show traceability from each requirement of the DOR Part A to the SS with rationale for any modifications;
- b. show traceability from each requirement of the SS to both the DOR Part A and the DOR Part B with rationale for any modifications; and
- c. where necessary, refine, with rationale for any modifications, the requirements stated in the original DOR Part A to a level that further defines the function and performance requirements and constraints for the Mission System.

Note to tenderers: The DOR represents the Capability Manager's requirements for the Materiel System, which is not expected to change over the life of the Contract. When, as a result of the Contractor's system definition and development activities, the Contractor proposes SS requirements that would be in conflict with Part A of the DOR, the Commonwealth Representative needs to gain internal approval for a change. The following clause is intended to provide the Commonwealth Representative with the mechanism for seeking such approval.

4.2.2.4 If proposed SS requirements are in conflict with the DOR Part A, the Contractor shall submit an Application for a Deviation in accordance with CDRL Line Number MGT-1400.

Note to tenderers: The SS is submitted for CCP approval, to be placed on Contract (in addition to the DOR Part A) after successful completion of the System Definition Review (SDR).

4.2.2.5 The Contractor shall submit a CCP to include the SS at Annex A, as the basis on which the Functional Baseline (FBL) for the Mission System is established and, hence, as the basis for the development and Verification of the Mission System.

Note to drafters: The following clauses define requirements for the SRR and the SDR. If there is a low and acceptable level of risk that requirements will not be misunderstood, or require amendment, these reviews may be combined into the SDR. The inclusion of these reviews recognises the importance of sound requirements for project success; hence, even at the lower end of complexity, the SDR should be retained. Refer to SOW Annex D for optional checklists.

4.2.3 System Requirements Review

4.2.3.1 The Contractor acknowledges that the objectives of the SRR are to:

- a. validate that the system requirements for the Mission System are complete and well formulated, both individually and in sets;
- b. ensure that the set of system requirements are consistent with the Commonwealth's intent; and
- c. ensure that both the Commonwealth and the Contractor have a common understanding of the requirements.

4.2.3.2 At the completion of an initial analysis phase, the Contractor shall conduct a MSR, the SRR, in accordance with clause 3.9.4 and the Approved SEMP.

4.2.4 System Definition Review

4.2.4.1 The Contractor acknowledges that the objectives of the SDR are to:

- a. demonstrate convergence on, and achievability of, technical requirements for the Mission System; and
- b. demonstrate readiness to initiate the subsequent system design phase for the Mission System.

4.2.4.2 At the completion of the system definition phase, the Contractor shall conduct a MSR, the SDR, in accordance with clause 3.9.4 and the Approved SEMP.

4.3 System Design (Core)

Note to drafters: *This clause requires two MSRs, the PDR and the DDR. As the scope and complexity of the expected design activities increase, the need for Commonwealth visibility into design activities also increases. These two reviews provide this visibility. At a lower level of complexity these reviews could be combined; however, as DDR marks the end of the design phase, it should be the review that is retained. Refer to SOW Annex D for optional checklists.*

4.3.1 Preliminary Design Review

4.3.1.1 The Contractor acknowledges that the objectives of a PDR are to confirm:

- a. that all subsystem and enabling product building blocks have been defined appropriately;
- b. that all subsystem building block designs satisfy their parent requirements; and
- c. that the approaches to the next level have been appropriately planned and that risks are identified with appropriate mitigation plans in place.

4.3.1.2 At the completion of the preliminary design phase, the Contractor shall conduct a MSR, the PDR, in accordance with clause 3.9.4 and the Approved SEMP.

4.3.2 Detailed Design Review

4.3.2.1 The Contractor acknowledges that the objectives of a DDR are to demonstrate:

- a. that specifications, drawings and Software development documentation have been appropriately defined;
- b. that building block end product designs satisfy their parent requirements;
- c. that enabling product requirements have been adequately defined; and
- d. that the building blocks are either ready for further development, adequately defined for procurement, or adequately defined for fabrication.

4.3.2.2 At the completion of the detailed design phase, the Contractor shall conduct a MSR, the DDR, in accordance with clause 3.9.4 and the Approved SEMP.

4.4 System Implementation (Core)

4.4.1 General

Note to drafters: *This clause should address any Contract-specific requirements relating to system implementation and integration including, for example:*

- a. *access to and limitations associated with specific Commonwealth Premises, Contractor facilities or Subcontractor facilities;*
- b. *availability of systems and equipment that are not classified as GFE/GFM (eg, platforms, other systems and equipment requiring modification or integration), including details associated with accessing those systems and equipment and, if applicable, any arrangements with the associated support contractors;*
- c. *Commonwealth visibility of integration activities; and*
- d. *visibility of integration-related Defects and their closure.*

Clause 4.4.1.2.2 should be amended in respect of 'all work required' if Associated Parties (contractors or the Commonwealth) have a related role in site installation.

Option: For use only if site-installation activities on Commonwealth Premises are required.

4.4.1.1 Site-installation Planning

4.4.1.1.1 The Contractor shall develop, deliver and update a Site Installation Plan (SIP) in accordance with CDRL Line Number ENG-300 to address site-installation activities at Commonwealth Premises.

4.4.1.2 Site-installation Program Activities

4.4.1.2.1 The Contractor shall conduct site-installation activities in accordance with the Approved SIP.

4.4.1.2.2 The Contractor acknowledges that the scope of its site-installation activities includes all work required to install and commission, prior to the conduct of Acceptance Verification and Validation, all Contractor-provided equipment in the Commonwealth Premises.

4.4.2 Software Development (Optional)

Note to drafters: For programs with limited Software development, a Software Management Plan (SWMP) may not be warranted if Software activities can be managed under the SEMP. In such cases, the following clauses should be amended to reflect the SEMP as the governing plan.

Software engineering aspects of this SOW are aligned to AS/NZS ISO/IEC/IEEE 12207. The SWMP / SEMP is to capture the Contractor's tailoring of AS/NZS ISO/IEC/IEEE 12207 (or other standard agreed by the Commonwealth) and integrate applicable Software safety standards and associated data deliverables into the Contractor's program. If a Contractor is not developing Software, but will acquire Software developed by a Subcontractor or vendor, the Contractor is still expected to satisfy the acquisition and supply life-cycle processes of AS/NZS ISO/IEC/IEEE 12207.

If not required, the clauses below should be replaced with 'Not used'.

Option: For selection when a separate Software Management Plan is required.

4.4.2.1 The Contractor shall develop, deliver and update a Software Management Plan (SWMP) in accordance with CDRL Line Number ENG-310.

4.4.2.2 The Contractor shall plan and conduct its Software engineering activities, and shall ensure that all Software engineering activities are conducted, in accordance with the requirements of AS/NZS ISO/IEC/IEEE 12207, as tailored by the Approved [...INSERT 'SEMP' OR 'SWMP' AS APPROPRIATE...].

4.4.2.3 The Contractor shall require each Approved Subcontractor to plan and conduct Software engineering activities in accordance with the requirements of AS/NZS ISO/IEC/IEEE 12207, as tailored by the Subcontractor in its plans for conducting Software engineering activities.

4.4.2.4 The Contractor shall ensure that Approved Subcontractors undertaking Software engineering activities conduct those activities consistent with the Approved [...INSERT 'SEMP' OR 'SWMP' AS APPROPRIATE...] and the Contract.

4.4.2.5 The Contractor shall develop, deliver and update a Software List (SWLIST) in accordance with CDRL Line Number ENG-320.

4.4.2.6 The Contractor shall include in the MTDI all Technical Data related to the Software identified in the SWLIST, including Software Design Data, Source Code, and Software test plans, procedures and reports.

4.4.3 Hardware Development (Optional)

Note to drafters: This clause may mandate or recommend particular standards as guidance, generally specific to the domain of the Contract. Consideration should be given to aligning the

choice of these standards with the Contractor's work practices. If not required, the clauses below should be replaced with 'Not used'.

- 4.4.3.1 The Contractor shall develop and update hardware development processes and procedures that define the conduct of all Contractor hardware development activities for the Contract.
- 4.4.3.2 The Contractor shall document all hardware development processes and procedures in the SEMP for the Mission System and if required, for developmental Support System Components.
- 4.4.3.3 The Contractor shall conduct all hardware development activities for the Contract in accordance with the Approved SEMP for the Mission System and if required, for developmental Support System Components.

4.5 System Analysis, Design and Development (Core)

4.5.1 Mission System Technical Documentation Tree (Optional)

Note to drafters: The MSTDT is a key design-management data item recommended for complex developmental projects. If not required, the clauses below should be replaced with 'Not used'.

- 4.5.1.1 The Contractor shall develop, deliver and update a Mission System Technical Documentation Tree (MSTDT), in accordance with CDRL Line Number ENG-400, which defines a hierarchy of specifications and design documentation that reflect the hierarchy of Mission System design products.
- 4.5.1.2 The Contractor shall develop, deliver and update Design Documentation, including all specifications and design documentation defined in the Approved MSTDT, in accordance with CDRL Line Number ENG-410.

4.5.2 Design Traceability (Optional)

Note to drafters: For a simple level of design, a Requirements Traceability Matrix may not be needed, and the clauses below replaced with 'Not used'. Full design traceability will not be available; however, the VCRM allows tracking between specified requirements and Verification requirements for the Acceptance of the Supplies.

- 4.5.2.1 The Contractor shall develop, deliver and update a Requirements Traceability Matrix (RTM), in accordance with CDRL Line Number ENG-250.
- 4.5.2.2 The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Contractor's RTM for the period of the Contract.
- 4.5.2.3 The Contractor shall use the RTM to maintain traceability of all specifications in the Approved MSTDT.
- 4.5.2.4 The Contractor shall trace each specification requirement and Verification requirement to one or more requirements in the next lower level in the specification hierarchy (downward traceability).
- 4.5.2.5 The Contractor shall trace each specification requirement and Verification requirement to one or more requirements in the next higher level in the specification hierarchy (upward traceability).

4.5.3 Engineering Drawings

Note to drafters: Insert the applicable plan for Technical Data management.

- 4.5.3.1 The Contractor shall develop, deliver and update a Drawing List in accordance with CDRL Line Number ENG-450 and the Approved [...INSERT 'Technical Data Plan (TDP)' OR 'ISP' AS APPROPRIATE...].

Note to drafters: Parts of the Mission System and Support System may require drawings (including three dimensional design data) at different levels, classification codes and standards,

as identified in DEF(AUST)CMTD-5085C. If these requirements are not specified in the DOR, the following optional clause should be included and modified to reflect this need.

Option: Include and amend if drawing requirements are not specified in the DOR.

- 4.5.3.2** Unless otherwise specified in the DOR or the Approved [...INSERT 'TDP' OR 'ISP' AS APPROPRIATE...], the Contractor shall develop and/or compile a complete set of Engineering Drawings for use in the operation and sustainment of the Materiel System that includes, as a minimum, all drawings:
- that illustrate the general arrangements for the Mission System, showing how key parts of the Mission System integrate together;
 - required for Maintenance, including Maintenance conducted by both the Commonwealth and in-country support contractors;
 - required for Training Commonwealth Personnel and in-country support contractors;
 - associated with the handling, transportation, set-up and dismantling of the Mission System and Support System elements for deployments;
 - that are necessary, in conjunction with other Technical Data, to disclose the physical, functional, and performance characteristics of all external interfaces;
 - that define key internal interfaces to assist with the management of growth, evolution and Obsolescence;
 - [..DRAFTER TO INSERT...]; and
 - required to enable other sustainment-related requirements of the Contract to be met (eg, in relation to Codification; parts determination; and regulatory / assurance requirements).

- 4.5.3.3** Unless otherwise specified in the DOR Part A and the system specifications, or the Approved [...INSERT 'TDP' OR 'ISP' AS APPROPRIATE...], the Contractor shall produce all drawings in accordance with DEF(AUST)CMTD-5085C, *'Engineering Design Data for Defence Materiel'*.

- 4.5.3.4** The Contractor shall develop, deliver and update Engineering Drawings in accordance with CDRL Line Number ENG-460, the Approved [...INSERT 'TDP' OR 'ISP' AS APPROPRIATE...], and the Approved Drawing List.

4.6 Specialty Engineering (Core)

4.6.1 Growth, Evolution and Obsolescence Program

4.6.1.1 Program Objectives

- 4.6.1.1.1** The Contractor acknowledges that the objectives of the Contractor's growth, evolution and obsolescence program are to ensure that:

- technology evolution and Obsolescence issues are appropriately considered in the design of the Mission System and Developmental Support System Components;
- the Contractor's design, development and production programs will not deliver equipment that has Obsolescence problems at the time of delivery; and
- solutions for the Mission System and Developmental Support System Components minimise LCC when technology evolution and Obsolescence issues are taken into consideration.

4.6.1.2 Planning

- 4.6.1.2.1** The Contractor shall address the planning for, and the management of, the growth, evolution and Obsolescence program in the SEMP.

4.6.1.3 Program Activities

- 4.6.1.3.1** The Contractor shall conduct the growth, evolution and Obsolescence program in accordance with the Approved SEMP.

4.6.1.3.2 In developing the design solutions for the Mission System and the Support System, the Contractor shall analyse, in accordance with the Approved SEMP, potential areas of growth and technology evolution over the design, development and production phases and Life-of-Type of the systems.

4.6.1.3.3 The Contractor shall develop, deliver and update a Growth Program Report in accordance with CDRL Line Number ENG-501.

4.6.2 Integrated Reliability, Maintainability and Testability Engineering Program (Optional)

Note to drafters: If not required, the following clauses should be replaced with 'Not used'.

4.6.2.1 Program Objectives

4.6.2.1.1 The Contractor acknowledges that the objectives of the Contractor's Integrated Reliability, Maintainability and Testability (IRMT) engineering program are to:

- a. simultaneously optimise the operational readiness and mission success of the Mission System with the demands for Maintenance Personnel and other Support Resources that are drivers of LCC;
- b. provide essential information to enable system trade-offs and design decisions; and
- c. provide analysis results that demonstrate how the Mission System will be able to comply with the SS.

4.6.2.2 Planning

4.6.2.2.1 The Contractor shall address planning for, and management of, the IRMT engineering program in the SEMP.

4.6.2.3 Program Activities

Note to drafters: The selection of IRMT activities, detailed by the Contractor in the SEMP, will depend on project requirements. Specific activities may be defined by the drafter, in an additional clause, in consultation with the appropriate Reliability, Availability and Maintainability (RAM) centre of expertise.

4.6.2.3.1 The Contractor shall conduct the IRMT engineering program in accordance with the Approved SEMP.

4.6.2.3.2 The Contractor shall develop, deliver and update an IRMT Program Report in accordance with CDRL Line Number ENG-521.

4.6.3 Logistics Engineering Program (Core)

4.6.3.1 Mission System Supportability Related Design Factors (Core)

4.6.3.1.1 The Contractor shall define and document Supportability Related Design Factors for the Mission System in the SS.

4.6.3.2 Logistic Support Analysis Record (Optional)

Option: For use if a LSAR is being developed and delivered as part of the Contract.

4.6.3.2.1 The Contractor shall update the Logistic Support Analysis Record (LSAR) to reflect the outcomes from undertaking the activities under clauses 4.6.1, 4.6.2 and 4.6.3 of this SOW.

4.6.4 Human Engineering Program (Optional)

Note to drafters: This clause may mandate or recommend particular Human Engineering (HE) standards noting that, by default, MIL-HDBK-46855A and MIL-STD-1472F are to be applied when planning. After tendering, consideration should be given to align the choice of standards with the Contractor's work practices.

The high-risk nature of HE, particularly human-computer interaction, often warrants greater Commonwealth involvement. Hence, this clause may need to be expanded to address:

- a. how the HE requirements may be specified, (ie, the documents to be developed); and***
- b. establishing a HE Working Group to enable end-user review and feedback (refer to ASDEFCON (Strategic Materiel) for example clauses).***

4.6.4.1 Program Objectives

4.6.4.1.1 The Contractor acknowledges that the objectives of the Human Engineering (HE) program are to:

- a. develop or improve human interfaces of the Mission System and, where applicable, Support System Components;
- b. achieve required effectiveness of human performance during Mission System and Support System operation, Maintenance, support, control, and transportation; and
- c. make economical demands upon personnel resources, skills, training, and costs.

4.6.4.2 Planning

4.6.4.2.1 The Contractor shall address planning for, and management of, the HE program in the SEMP.

4.6.4.3 Program Activities

4.6.4.3.1 The Contractor shall conduct the HE program in accordance with the Approved SEMP.

4.6.4.3.2 The Contractor shall develop, deliver and update a HE Program Report in accordance with CDRL Line Number ENG-541.

4.6.5 Electromagnetic Environmental Effects Program (Optional)

Note to drafters: This clause may be tailored to address issues relevant to the Mission System and Support System (consistent with specified requirements). This clause may mandate or recommend particular electromagnetic interference and compatibility standards such as MIL-STD-461, MIL-STD-464, and commercial equivalents. Drafters should refer to Engineering and Maintenance Manual (EMM), Chapter 7, including Management of Electromagnetic Environmental Effects, and domain-specific references and standards.

After tendering, consideration should be given to aligning the choice of standards with the Contractor's work practices, if appropriate for the regulatory and operational environment for the Mission System and Support System.

If not required, the clauses below should be replaced with a single 'Not used'.

If there are specific E3 Verification requirements, such as the use of electromagnetically quiet areas or overseas test ranges, as arranged by the Commonwealth, then these requirements should either be included here or in clause 7.

4.6.5.1 Program Objectives

4.6.5.1.1 The Contractor acknowledges that the objective of the Electromagnetic Environmental Effects (E3) program is to ensure that E3 is appropriately considered in the design of the Mission System and Support System, including its interrelationships with the system safety and system security programs.

4.6.5.2 Planning

4.6.5.2.1 The Contractor shall address planning for, and management of, the E3 program in the SEMP.

Note to drafters: Amend the following reference documents to suit the requirements of the Contract.

4.6.5.2.2 The Contractor shall ensure that, in respect of E3, the Approved SEMP addresses the requirements of:

- a. *Australian Radiation Protection and Nuclear Safety Act 1998 (Cwth);*

- b. MIL-STD-461G, *Requirements for the Control of Electromagnetic Interference – Characteristics of Subsystems and Equipment*;
- c. MIL-STD-464C, *Electromagnetic Environmental Effects – Requirements for Systems*;
- d. DEF(AUST) 5000, Volume 2, Part 12 - *EMI/EMC For RAN Ships And Submarines*;
- e. AAP 7210.027-44, *Army Aviation Electromagnetic Environmental Effects Management Plan*; and
- f. [...INSERT REFERENCE...].

4.6.5.3 Program Activities

4.6.5.3.1 The Contractor shall conduct the E3 program in accordance with the Approved SEMP.

4.6.6 System Safety Program

Note to drafters: Requirements for a system safety program often need to be developed in conjunction with the requirements for system certification described under clause 4.7.

4.6.6.1 Program Objectives

4.6.6.1.1 The Contractor acknowledges that the objectives of the system safety program are to:

- a. implement an auditable hazard management system that enables the tracking, management and demonstration of Materiel Safety;
- b. demonstrate that risks to health and safety within the Materiel System have been eliminated so far as reasonably practicable and that remaining risks are reduced so far as reasonably practicable;
- c. verify that the system designs for the Mission System and the Support System (including components and processes) satisfy Materiel Safety requirements, including specified requirements; and
- d. enable the Commonwealth to fulfil its duties under the WHS Legislation to workers and other persons involved in the operation and support of the Materiel System.

4.6.6.2 Planning

Note to drafters: Selecting a stand-alone SSPP or system safety planning in the SEMP should be based on the design maturity of the Materiel System and associated risks. If different tender responses are likely to have differing levels of design maturity / risk, then both options and the note to tenderers may be retained, otherwise the note to tenderers should be deleted.

Note to tenderers: The requirement for a stand-alone SSPP, or for system safety planning to be addressed in the SEMP, will be based on the maturity of the design and the available safety information for the preferred Materiel System solution.

Option A: Include if development is significant and safety information is to be developed, or existing safety information is not expected to meet legislative and regulatory requirements.

4.6.6.2.1 The Contractor shall develop, deliver and update a Systems Safety Program Plan (SSPP) in accordance with CDRL Line Number ENG-600.

Option B: Include if significant design and development activities are not required and safety information is available that meets legislative and regulatory requirements.

4.6.6.2.2 The Contractor shall address planning for, and management of, the system safety program in the SEMP.

Note to drafters: This clause may mandate or recommend standards for conducting a system safety program to satisfy ADF regulatory / assurance or other (external) requirements. The Commonwealth's preferred approach is to apply a recognised standard that the Contractor is experienced in applying and that is commensurate with managing the safety risks inherent in the Materiel System. To be effective, a system safety program relies on suitable specifications

(ie, in the DOR and SS). Software Safety must also be considered if safety critical Software is to be present.

For systems with explosive ordnance, Director Ordnance Safety must be consulted to establish EO-worthiness requirements. DEOP provides relevant guidance.

For aerospace systems, the Defence Aviation Safety Authority (DASA) should be consulted regarding type certification and what requirements should be placed in the SOW with regards to the system safety program.

For land systems, Director Technical Regulation – Army (DTRA) should be consulted to define system safety and related certification requirements. Refer to the Land Materiel Safety Manual (LMSM) Chapter 8, Safety Assurance of Land Materiel.

For maritime systems, the Naval Materiel Seaworthiness Assurance Agency (NMSwAA) should be consulted regarding the system safety program and related maritime materiel assurance and certification requirements. Refer to ANP3411-0101 Chapter 1 and the Defence Seaworthiness Management System Manual (DSwMSMAN) Volume 3.

When the following option is selected, insert the name of the applicable plan and applicable references into the clause. The note to tenderers may be deleted if not applicable.

Note to tenderers: Suitable alternate or additional standards may be proposed in the tender response.

Option: Include when a standard for the system safety program is to be specified in planning.

- 4.6.6.2.3** The Contractor shall ensure that the [...INSERT 'SSPP' OR 'SEMP'...] addresses the requirements of:
- [...INSERT REFERENCE (eg, 'MIL-STD-882E or equivalent, as agreed by the Commonwealth Representative')...]; and
 - [...INSERT REFERENCE...].

4.6.6.3 Program Activities

Note to drafters: ADF regulatory / assurance authorities may have requirements that expand the Safety Case Report. Refer to the applicable ADF regulatory / assurance framework manual and consult the applicable authority and CASG Chief Systems Engineer Branch, for further information.

Requirements for Australian design registration must be included in the DOR, if applicable. Refer to the SOW Tailoring Guide for guidance.

Option A: For use if Option A is selected in clause 4.6.6.2.

- 4.6.6.3.1** The Contractor shall conduct the system safety program in accordance with the Approved SSPP.
- 4.6.6.3.2** The Contractor shall develop, deliver and update Hazard Analysis Reports in accordance with CDRL Line Number ENG-610 and the Approved SSPP.
- 4.6.6.3.3** The Contractor shall develop, deliver and update a Hazard Log in accordance with CDRL Line Number ENG-620.
- 4.6.6.3.4** The Contractor shall develop, deliver and update a Safety Case Report in accordance with CDRL Line Number ENG-650.

Option B: For use if Option B is selected in clause 4.6.6.2.

- 4.6.6.3.5** The Contractor shall conduct the system safety program in accordance with the Approved SEMP.
- 4.6.6.3.6** The Contractor shall develop, deliver and update a Materiel Safety Assessment in accordance with CDRL Line Number ENG-651.

- 4.6.6.3.7** The Contractor shall, for each Configuration Item (CI) offered for Acceptance, provide the Materiel Safety information (eg, Safety Case Report, copies of Australian design registration documents and other certifications, equipment operator manuals, analysis

results, calibration records and test reports) necessary to address the requirements of clause 12.4.15 of the COC.

4.6.7 System Security Program (Optional)

Note to drafters: Amend the following clauses to align with the security-related requirements of the project and Contract. Drafters are also advised that certain key terms in the Glossary (eg, SSol and Security Authorisation) need to be amended to ensure that the scope of the system security program is clear.

The scope of Option A (significant program) addresses ICT security and cyber security; however, if emanation security or physical security of the Mission System or specific Support System Components will be the subject of Security Authorisations, refer to the ASDEFCON (Strategic Materiel) template for additional clauses and DIDs. If including Option A, Cyber Security Assessment Information (CSAI) may also be requested in tender data (refer TDR F-5).

For Option B (minimal program), the Contractor is not actively involved in obtaining or enabling the Security Authorisations but provides CSAI. For Option B, refer to clause 4.6.7.7.

If not required, the clauses below should be replaced with a single 'Not used'.

Option A: Include and tailor clauses 4.6.7.1 to 4.6.7.6.7.

4.6.7.1 Program Objectives

4.6.7.1.1 The Contractor acknowledges that the objectives of the system security program are to:

- a. ensure that each Security System-of-Interest (SSol) achieves the Security Outcomes;
- b. verify that the system designs for each of the SSols (including components and processes) satisfy security requirements and enable the Commonwealth's security obligations and compliance requirements to be met as they pertain to:
 - (i) the protection of information, data and technology; and
 - (ii) control of access to, and transfer of, information, data and technology; and
- c. support the Commonwealth in initially obtaining and subsequently maintaining the required Security Authorisations for the SSols from the relevant authorities.

4.6.7.2 Scope and Standards

4.6.7.2.1 The parties acknowledge and agree that the scope of the system security program:

- a. includes:

Option: Include this option if any SSol requires ICT Security Authorisation.

Note: The DSPF and ISM are continually evolving. The language below in relation to ICT security reflects the endorsed version of these policy documents, where the terms 'ATO-C' and 'ATO' have replaced the long-standing terms, 'PICTA' and 'ICTA', respectively.

- (i) Information and Communications Technology (ICT) security (which leads to an Authorisation to Operate with Conditions (ATO-C) or an Authorisation to Operate (ATO) by the relevant Security Authorisation authority); and

- (ii) cyber security (which leads to a cyber-maturity assessment against the Defence Cyberworthiness System (DCwS) and an assessment as part of the regulatory / assurance framework for the Contract),

as each of these security aspects are applied to the SSols and any associated Targets of Security Assessment (ToSAs) (or parts thereof, such as Digitally Enabled Systems and Equipment (DESE) and Software); but

- b. does not include the programmatic and contract-management aspects of security, which are addressed through clause 3.14.

4.6.7.2.2 The parties further acknowledge and agree that:

- a. the Governing Security Documents identified in the definition of this term in the Glossary are applicable to the system security program;

- b. the versions of the Governing Security Documents are likely to change over the life of the Contract and, except where otherwise determined by the Commonwealth Representative, the required Security Authorisations for the SSols (or parts thereof) will need to be performed against the versions of the Governing Security Documents that are current at the time that the Security Authorisations for these SSols (or parts thereof) are required;
- c. the Contractor shall undertake its activities and responsibilities, including in relation to supporting the achievement of the required Security Authorisations, against the version of the Governing Security Documents that are current at the time that the Contractor undertakes those activities and responsibilities;
- d. where the Contractor assesses that a change to a Governing Security Document results in a change to the scope of work required under the Contract, the Contractor shall:
 - (i) notify the Commonwealth within 10 Working Days of identifying the change; and
 - (ii) provide such supporting evidence as is reasonably required by the Commonwealth Representative to demonstrate that the change materially increases the level of effort required of the Contractor (or otherwise impacts on the Contractor performing its obligations under the Contract); and
- e. where the Commonwealth Representative is satisfied on the basis of the evidence provided under 4.6.7.2d(ii) that the change to the Governing Security Documents materially increases the level of effort required of the Contractor (or otherwise impacts on the Contractor performing its obligations under the Contract), the parties shall meet and negotiate in good faith to produce a CCP in accordance with clause 11.1 of the COC to address the impact of the change.

4.6.7.3 Program Activities - General

- 4.6.7.3.1** The Contractor shall develop, deliver and update a Materiel System Security Management Plan (MSSMP) in accordance with CDRL Line Number ENG-700.
- 4.6.7.3.2** The Contractor shall conduct the system security program in accordance with the Approved MSSMP.
- 4.6.7.3.3** The Contractor shall ensure that all system security activities performed by Subcontractors are undertaken in accordance with the Approved MSSMP.
- 4.6.7.3.4** The Contractor shall provide the necessary Objective Evidence to support the required Security Authorisations for the SSols and the associated ToSAs, including the activities being conducted by the Contractor and those being conducted by the Commonwealth.
- 4.6.7.3.5** The Contractor acknowledges and agrees that achievement of the Security Authorisations for the SSols and any associated ToSAs:
 - a. may be a necessary precursor to the conduct of particular elements of AV&V (eg, when an SSol/ToSA needs to be connected to a Defence information system or the SSol/ToSA needs to store and/or process information classified Official (or above) for the purposes of a particular test or demonstration as part of AV&V); and
 - b. is a necessary precursor for Acceptance of the associated Supplies (eg, for the Mission System and Developmental Support System Components).

4.6.7.4 Program Activities – Physical Security and Emanation Security (Not used)

Note to drafters: If emanation security or physical security of the Mission System or specific Support System Components will be the subject of Security Authorisations, refer to the ASDEFCON (Strategic Materiel) template for additional clauses and DIDs.

- 4.6.7.4.1** Not used.

4.6.7.5 Program Activities – ICT and Cyber Security

Note to drafters: If the Contract is to modify / upgrade an existing system and the following data items exist, amend clause 4.6.7.5.1 to 'further develop' the data items, and amend CDRL delivery requirements accordingly (eg, no draft versions required).

4.6.7.5.1 The Contractor shall develop, deliver and update the following data items for the ToSAs within each SSol:

Note: Different instances of the following data items may be required for each of the SSols and the associated ToSAs. The CDRL sets out that all ToSAs should be addressed as a set within a single instance of these data items, but the parties may agree an alternative delivery approach within the Approved MSSMP where there are separate ToSAs within different parts of a SSol.

- a. System Security Plan (SSP) in accordance with CDRL Line Number ENG-730;
- b. Security Risk Management Plan (SRMP) in accordance with CDRL Line Number ENG-735;
- c. In-Service Security Management Plan (ISSMP) in accordance with CDRL Line Number ENG-740, which incorporates the incident response plan, business continuity and disaster recovery plan and continuous monitoring plan, all of which are required to achieve the relevant Security Authorisations under the ISM; and
- d. Security Standard Operating Procedures (SSOPs) in accordance with CDRL Line Number ENG-745.

4.6.7.5.2 The Contractor acknowledges and agrees that:

- a. the data items identified under clause 4.6.7.5.1 are part of the suite of evidence required by the System Owner for the relevant Security Authorisations in relation to ICT security and cyber security;
- b. the data items identified under clause 4.6.7.5.1 also form part of the design documentation to be developed and delivered in accordance with clause 4.5.1, and are required to be delivered at key points during the Contract to enable assessment of whether or not a SSol is likely to achieve and subsequently be able to maintain the relevant Security Authorisations in relation to ICT security and cyber security; and
- c. the ISSMP and SSOPs, while developed and delivered during the acquisition phase, will be implemented and principally used during the in-service phase after System Acceptance for the first SSol (eg, Mission System).

4.6.7.5.3 The Contractor shall develop, deliver and update a Cyber Supply Chain Risk Plan (CSCRP) in accordance with CDRL Line Number ENG-750 to identify the Cyber Supply Chain risks associated with the provision of DESE and Software for each SSol, which will be procured by the Contractor from suppliers that either are, or may become, Subcontractors.

Note: If the risk matrices from the Defence Security Principles Framework (DSPF) are used, the references to 'Medium' in the following clauses are to be interpreted as 'Significant'.

4.6.7.5.4 In developing the CSCRP, the Contractor shall:

- a. collaborate with the Commonwealth to define the risk-mitigation strategies to address the potential Cyber Supply Chain risks associated with the supply of items of DESE or Software for the SSols, which are assessed as having a Cyber Supply Chain risk (pre-mitigation) of Medium or higher (as determined in accordance with the risk-management processes defined in the Approved MSSMP);
- b. ensure that Approved Subcontractors undertake the identification of Cyber Supply Chain risks and the determination of risk-mitigation strategies for any items of DESE or Software for the SSols being provided by those Approved Subcontractors; and
- c. consult with the Commonwealth to discuss and agree the way forward when the Contractor or an Approved Subcontractor is unable to mitigate the Cyber Supply Chain risks associated with the supply of an item of DESE and Software for a SSol so that the post-mitigated assessment is below Medium (eg, by working with the

supplier to reduce the risk, by choosing a different item or by procuring the required item from a different supplier).

4.6.7.5.5 Except where otherwise agreed in writing by the Commonwealth Representative, the Contractor shall not utilise DESE or Software provided by a supplier for which the Cyber Supply Chain risk is assessed as Medium or higher.

4.6.7.5.6 The Contractor shall develop, deliver and update a Cyber Security Case Report (CSCR) in accordance with CDRL Line Number ENG-760 for each SSol.

Note to drafters: Amend the following clause to identify the expected support effort from the Contractor for the relevant Security Authorisations in relation to ICT security and cyber security.

4.6.7.5.7 Following submission for Approval of the relevant ICT/cyber security data items, the Contractor shall support the Commonwealth in initially obtaining and subsequently maintaining the relevant Security Authorisations in relation to ICT security and cyber security for each SSol from the relevant authorities. The expected level of effort required by the Contractor associated with these activities is:

- a. ten person-days of effort over approximately a three-month period prior to the initial assessment against the relevant Security Authorisations in relation to ICT security and cyber security;
- b. attendance at two one-day workshops to be held via video conference during the three-month period, with typically no more than two representatives of the Contractor required to attend; and
- c. one person-day of effort each quarter over the remainder of the Contract after the initial Security Authorisations in relation to ICT security and cyber security have been obtained.

Option: Include the following clauses when the project team intends to interact with the Contractor through a security assessment report for a SSol / ToSA.

4.6.7.5.8 The Contractor acknowledges that the Commonwealth may raise a security assessment report for a SSol / ToSA, and when this occurs the Commonwealth may provide the Contractor with a copy of the report or relevant parts of the report.

4.6.7.5.9 The Contractor shall review and assess each Commonwealth-provided security assessment report (or part thereof) and identify remediation activities that are required in relation to the SSol / ToSA, such that they will meet the requirements for the applicable Security Authorisation.

4.6.7.5.10 Within 10 Working Days of receipt of each Commonwealth security assessment report, the Contractor shall deliver a Remediation Recommendations Report in the Contractor's format to the Commonwealth.

4.6.7.5.11 The Contractor acknowledges and agrees that the required activities to resolve any security shortfalls for a SSol / ToSA will be determined by the Commonwealth Representative, taking into account the Contractor's Remediation Recommendations Report, with these resolutions to be integrated into the normal processes leading to Acceptance of a SSol.

4.6.7.5.12 The Contractor acknowledges that the Commonwealth will conduct activities associated with Security Authorisations:

- a. following a Major Change to a SSol / ToSA;
- b. when any remediation activities have been completed; and
- c. in accordance with the timeframes established by the applicable security authority and documented in the associated Security Authorisation reports (which, for example, depending upon the level of compliance, may range from 6 months to 3 years for the Security Authorisations relating to ICT security).

4.6.7.6 Security Working Groups (Optional)

- 4.6.7.6.1** The Contractor shall conduct Security Working Group (SWG) meetings to establish, refine and to ensure compliance and assurance with the cyber security and ICT security requirements under the Contract.

Note to drafters: Depending upon the procurement strategy (eg, open or limited tender), the project team will need to determine the best time to introduce any classified threats to the participating tenderers. It is unlikely that such classified threats will be able to be released until after down-selection has occurred, such as during contract negotiations or other pre-contract activity.

- 4.6.7.6.2** The Contractor shall conduct:

- a. two SWG meetings early in the system definition phase (refer to clause 4.2) to enable the parties to undertake threat analysis at the classified level and to determine the requirements implications arising from the classified threats;
- b. two SWG meetings leading up to each of the SRR, SDR, PDR and DDR; and
- c. two SWG meetings prior to the first TRR for a SSol for the Verification phase at which security-related Verification activities are to be undertaken.

- 4.6.7.6.3** The Contractor shall conduct SWG meetings as extraordinary meetings in accordance with clause 3.9.2.

- 4.6.7.6.4** The Contractor shall conduct SWG meetings in accordance with the Approved MSSMP.

Option: Include the following clause when the Contract will be tendered in conjunction with a linked Contract (Support) or modifies a system currently supported by a Contract (Support).

- 4.6.7.6.5** The Contractor shall ensure that representatives of the Contractor (Support) and Approved Subcontractors (Support) participate in the SWG meetings, where relevant to the work that they will undertake in relation to the Contract or the Contract (Support).

- 4.6.7.6.6** The anticipated level of effort required by the Contractor is:

- a. for each SWG, no more than four representatives of the Contractor will be required to attend unless prior Commonwealth approval has been provided, with each of these representatives required to be suitably qualified and experienced in the security domains to be addressed at each SWG; and
- b. the maximum duration of each SWG is expected to be no more than one Working Day with a typical duration of half a Working Day.

- 4.6.7.6.7** SWG meetings may be appended to other meetings if agreed by both parties.

Option B: Include this option (delete the option above) for a minimal system security program, whereby the Contractor provides the CSAI data item and any Security Authorisations are separately obtained or updated by the Commonwealth or an Associated Party.

- 4.6.7.7** The Contractor shall implement a system security program in accordance with the Approved SEMP.

- 4.6.7.8** The Contractor shall develop, deliver and update Cyber Security Assessment Information (CSAI) in accordance with CDRL Line Number ENG-705.

4.6.8 Access to the Radiofrequency Spectrum (Optional)

Note to drafters: If access to the radiofrequency (RF) spectrum is likely to be required, the following clauses and CDRL Line Number ENG-800 must be retained. If not required, the clauses below may be deleted and the heading annotated with 'Not used'.

For assistance in determining the need for this clause, to ensure that requirements for access to the RF spectrum, drafters should consult the Defence Spectrum Office (DSO) and the Defence Electromagnetic Spectrum (EMS) Manual – Chapter 6 – Acquisition of SDE. Drafters should

ensure that access to the RF spectrum, including interoperability requirements, are included in the DOR, and that any specified Verification requirements are consistent with Defence's TEMP.

Drafters should ensure the releasability of ECARS data to allied / partner nations for operational purposes. If not specified in the DOR, drafters may identify (in the draft TDSR Schedule) that specific restrictions on the release of such data would not be acceptable to the Commonwealth.

Drafters should also ensure that Contract requirements for collecting data, for the purpose of access to the RF Spectrum, are harmonised with those pertaining to E3 requirements.

4.6.8.1 Program Objectives

4.6.8.1.1 The Contractor acknowledges that the objectives of the Access to the Radiofrequency Spectrum program are to ensure that:

- a. equipment, systems, sub-systems, CIs, or end products, which require access to, use of, or rely on, the Radiofrequency Spectrum for their operation ('**RF Products**'), are compliant with the *Radiocommunications Act 1992* (Cth);
- b. the proposed spectrum required by each RF Product is available, suitable, and compatible with other equipment and environments, both military and civilian, with which or in which the RF Product will be required to operate; and
- c. in-service spectrum use can be managed to meet required operational capability.

4.6.8.2 Program Activities

4.6.8.2.1 The Contractor shall develop, deliver and update an Equipment Certification to Access Radiofrequency Spectrum (ECARS) in accordance with CDRL Line Number ENG-800 for each RF Product:

- a. associated with the Mission System;
- b. associated with any elements of the Support System that are either located in Australia or will be managed or used by Defence; or
- c. used to undertake Verification and/or Validation of the Mission System in Australia.

4.6.8.2.2 The Contractor acknowledges and agrees that, except where otherwise agreed in advance and in writing by the Commonwealth Representative, an Approved ECARS will be required for each RF Product before it can be included in the design of the Mission System or the Support System.

4.6.8.2.3 The Contractor further acknowledges that, for any RF Products to be used in Australia, for which an ECARS is not required in accordance with clause 4.6.8.2.1, the Contractor will hold an appropriate authorisation from the Australian Communications and Media Authority for the RF Product to be used.

Note to drafters: If issue for accessing the RF spectrum are likely to be significant, consider specifying additional activities in this clause, such as site / system surveys and the delivery of associated Technical Data, if not included elsewhere in the SOW or as pre-Contract activities. When drafting such requirements, advice should be sought from the DSO.

4.6.9 Environmental Engineering Program (Optional)

Note to drafters: If environmental engineering is applicable to the Materiel System design then additional clauses may be added here. Refer to ASDEFCON (Strategic Materiel) V5.2 (or later versions) for potential clauses, and the CASG Environmental Management System (CASenv), and the CASG Handbook (E&T) 12-8-00,1 Materiel System Environmental Management. Contact Chief Systems Engineering Branch, CASG, for more information.

4.6.9.1 [..DRAFTER TO INSERT...].

4.7 System Certification (Optional)

Note to drafters: Include this clause for a System Certification Program. If not required, the clauses below should be deleted and the heading clause annotated as 'Not used'.

A 'Certification Plan' is generally required to plan and develop a certification basis description and/or other requirements for system certification. The template does not include a DID for such

a plan, and this will need to be developed by the drafter. Refer also to clause 8.5 in regards to design certificates delivered for the SAA.

For maritime systems, refer to ANP3411-0101, Naval Materiel Assurance Publication, for further information, and consult the NMSwAA for advice.

For aerospace systems, the DASA should be consulted to clarify certification requirements. Refer to AAP 8000.011 DASR Part 21 (ie, 21.A.17) for the type-certification basis.

For land systems, refer to the LMSM Chapter 8, Safety Assurance of Land Materiel, as applicable. For further information, consult DTR-A for advice.

4.7.1 Program Objective

4.7.1.1 The Contractor acknowledges that the objective of the [...INSERT PROGRAM EG. 'aircraft type', 'class of ship'...] Certification program is to ensure and demonstrate that the Mission System complies with statutory obligations and conforms, where applicable, to ADF regulatory / assurance requirements.

4.7.2 Planning

4.7.2.1 The Contractor shall develop, deliver and update an [...INSERT APPLICABLE PLAN...] in accordance with CDRL Line Number ENG-900.

4.7.2.2 The Contractor shall ensure that the [...INSERT APPLICABLE PLAN...] addresses the requirements of [...INSERT ADF REGULATORY / ASSURANCE REFERENCE...].

4.7.3 Program Activities

4.7.3.1 The Contractor shall undertake the certification program in accordance with the Approved [...INSERT APPLICABLE PLAN...].

Note to drafters: If this clause 4.7 is included in the SOW, delete the optional clause 8.5.1 under clause 8.5 (System Acceptance Audit), which is identical to the one below.

4.7.3.2 The Contractor shall develop, deliver and update a Design Certificate in accordance with CDRL Line Number ENG-910.

4.7.3.3 The Contractor shall ensure that the Objective Evidence supporting each Design Certificate addresses the following:

- a. [...INSERT ADF REGULATORY / ASSURANCE REFERENCE...]; and
- b. [...INSERT ADF REGULATORY / ASSURANCE REFERENCE...].

5. INTEGRATED LOGISTIC SUPPORT (CORE)

5.1 Integrated Logistic Support Program (Core)

5.1.1 ILS Program Objectives

5.1.1.1 The Contractor acknowledges that the objectives of the Integrated Logistic Support (ILS) program are to achieve the following outcomes:

- a. a Mission System that (in coordination with the Systems Engineering program) has been designed for Supportability;
- b. a Support System that has been designed to enable the Mission System and Support System to meet specified requirements, while minimising LCC; and
- c. implementation of the Support System.

Note to drafters: The following clause should be amended to reflect the scope of work under the Contract. For example, if understanding the Contractor (Support)'s or the Subcontractors (Support)'s support arrangements is not required, then these elements should be deleted. Alternatively, if there are specific Contract / Subcontractor elements in which the Commonwealth is interested (eg, in-country Software support), then the clause should be amended accordingly.

5.1.1.2 The Contractor further acknowledges that the scope of the Support System, including the Support Resources and Training, subject to this ILS program includes:

- a. the five Support System Constituent Capabilities:
 - (i) Operating Support;
 - (ii) Engineering Support;
 - (iii) Maintenance Support;
 - (iv) Supply Support; and
 - (v) Training Support; and
- b. the organisational entities involved in the provision of support:
 - (i) Commonwealth;
 - (ii) Contractor (Support); and
 - (iii) Subcontractors (Support).

5.1.2 ILS Program Management

5.1.2.1 Planning

Note to drafters: The following set of ILS program plans (and subsequent ILS clauses) should be tailored for the scope and risks associated with the ILS program. An ISP is required for all programs. The TDP is optional (the ISP addresses Technical Data in less detail) but should be included if S1000D Technical Data will be developed or updated. Other specialty plans may be added if required for increased visibility.

5.1.2.1.1 The Contractor shall develop, deliver and update the following ILS program plans:

- a. an Integrated Support Plan (ISP) in accordance with CDRL Line Number ILS-100; and
- b. a Technical Data Plan (TDP) in accordance with CDRL Line Number ILS-1000.

5.1.2.1.2 The Contractor shall conduct the ILS program in accordance with the Approved ILS program plans.

5.1.2.1.3 The Contractor shall develop a schedule of ILS program activities as part of the CMS.

5.1.2.2 ILS-related System Reviews

Note to drafters: Amend the following list and subsequent clause for the System Reviews included in the Contract that are conducted under, or contain elements of, the ILS program.

5.1.2.2.1 As part of the ILS program, the Contractor shall participate in and/or conduct the following System Reviews in accordance with clause 3.9.4, the applicable clauses for those MSRs that are also applicable to the Mission System, and clauses 5.1.2.3 to 5.1.2.5 for the Support System MSRs:

- a. MSRs, as follows:
 - (i) SRR for the Mission System(s), which includes Supportability requirements that will affect Support Resource requirements;
 - (ii) SDR for the Mission System(s), which includes Supportability requirements that will affect Support Resource requirements;
 - (iii) PDR, at which Mission System Supportability and the implications of the Mission System design for the Support System and any major Developmental Support System Components are addressed;
 - (iv) DDR, at which Mission System Supportability and the implications of the Mission System design for the Support System and any major Developmental Support System Components are addressed;
 - (v) Provisioning Preparedness Review (PPR);
 - (vi) Facilities Readiness Review (FACRR);
 - (vii) Training Readiness Review (TNGRR);
 - (viii) Functional Configuration Audits (FCAs) and Physical Configuration Audits (PCAs) for Support System Components; and
 - (ix) Test Readiness Reviews (TRRs) for Support System Components; and
- b. Internal System Reviews.

5.1.2.3 Provisioning Preparedness Review

Note to drafters: The purpose of the Provisioning Preparedness Review is to review the Recommended Provisioning Lists for Spares, special-to-type Packaging, S&TE and Training Equipment, prior to production or procurement. If any of these resource types are not required, or if the range and quantity was determined prior to ED and have already been included in the Price and Payments Schedules, then the following clause should be tailored accordingly.

5.1.2.3.1 The Contractor acknowledges that the objectives of the Provisioning Preparedness Review (PPR) are to demonstrate that:

- a. the recommended Spares, Packaging (ie. special-to-type Packaging), S&TE, and Training Equipment will effectively and economically support the Mission System and the Support System in the intended operational and support environments at the operating rates defined in the DOR;
- b. the recommended range and quantity of Spares, Packaging, S&TE, and Training Equipment are adequate and not excessive; and
- c. Spares, Packaging, S&TE, and Training Equipment analyses provide sufficient justification to enable the Commonwealth Representative to Approve the Recommended Provisioning List (RPL).

5.1.2.3.2 Prior to producing or procuring any Spares, Packaging, S&TE, or Training Equipment, the Contractor shall conduct a MSR, the PPR, in accordance with clause 3.9.4 and the Approved ISP.

5.1.2.4 Training Readiness Review

Note to drafters: If no new Training is to be provided by the Contractor, or if preparation for Training is simple, then the following clauses should be replaced with 'Not used'.

- 5.1.2.4.1** The Contractor acknowledges that the objective of the TNGRR is to confirm that all Training elements are in place and functional, to enable Training to proceed effectively.
- 5.1.2.4.2** After the delivery and, if applicable, installation of all Training Supplies, and prior to the conduct of the related Training course, or a series of courses, the Contractor shall conduct a MSR, the TNGRR, in accordance with clause 3.9.4 and the Approved ISP.

5.1.2.5 Facilities Readiness Review

Note to drafters: If the Contractor is not involved in implementing Facilities requirements, then the following clauses should be replaced with 'Not used'.

- 5.1.2.5.1** The Contractor acknowledges that the objective of the FACRR is to confirm that the new or modified Facilities, including fixed plant, furniture, and fittings, are ready for hand-over to the Commonwealth.
- 5.1.2.5.2** After the implementation of all Facilities requirements identified for delivery and before each Facility or group of Facilities is offered for handover to the Commonwealth, the Contractor shall conduct a MSR, the FACRR, in accordance with clause 3.9.4 and the Approved ISP.

5.2 Logistic Support Analysis Program (Core)**5.2.1 LSA Program Management**

- 5.2.1.1** The Contractor shall conduct the Logistic Support Analysis (LSA) program in accordance with the Approved ISP.

5.2.2 Support System Definition

- 5.2.2.1** The Contractor shall develop and deliver to the Commonwealth, proposed amendments to the DOR Part B to address any inconsistencies or deficiencies in the DOR that are revealed by conduct of the ILS program.
- 5.2.2.2** Where the Contractor proposes to change the DOR Part B in accordance with clause 5.2.2.1, the Contractor shall submit a CCP to incorporate the proposed change into the Contract.

5.2.3 Support System Synthesis**5.2.3.1 General**

- 5.2.3.1.1** For the purposes of this clause 5.2.3, the Commonwealth will consider that the Support Resources of Spares, Packaging, Training Equipment, S&TE, Technical Data, Facilities, and Personnel, and Training solutions, have been satisfactorily addressed when the Contractor has demonstrated that the Mission System and Support System may be effectively and economically supported in accordance with the operational and support concepts defined in the DOR.

5.2.3.2 Spares, Packaging, Training Equipment, and Support and Test Equipment

Note to drafters: If the Contractor is not required to determine particular Support Resource requirements, then the following clauses should be amended, as appropriate.

- 5.2.3.2.1** The Contractor shall analyse and define, in accordance with the Approved ISP, the range and quantity of Spares, Packaging, Training Equipment, and S&TE for each of the Support System Constituent Capabilities (SSCCs) required to satisfy the operational and support concepts defined in the DOR.
- 5.2.3.2.2** The Contractor shall develop, deliver and update a Recommended Provisioning List (RPL) in accordance with CDRL Line Number ILS-810, which defines the optimised range and quantity of Spares, Packaging, Training Equipment, and S&TE.

Note to drafters: The template assumes that NTE prices will be tendered for Spares, Training Equipment, S&TE and special-to-type Packaging (if applicable) – this allows item identification and quantities to be finalised under Contract. To capture the NTE prices from the tender process, the NTE and unit prices from the response to TDR-D (Specific Prices) and TDR-F (Support

Resources) are transferred into Annex D to Attachment B (Specific Prices and Not-To-Exceed Prices). For further information refer to the SOW Tailoring Guide.

5.2.3.2.3 The Contractor shall submit a CCP to incorporate, into the Price Schedule at Annex A to Attachment B, the Spares, Packaging, Training Equipment, and S&TE identified in the Approved RPL that are required by the Commonwealth.

5.2.3.2.4 Excluding Spares, Training Equipment, and S&TE, procured in accordance with clause 5.3.2.4, if any, the maximum price for all Spares, Training Equipment and S&TE purchased by the Commonwealth shall be no greater than the Not-To-Exceed (NTE) price for Spares, Training Equipment and S&TE, respectively, identified in Annex D to Attachment B.

5.2.3.3 Training (Optional)

Note to drafters: For some low-complexity systems, when Defence has decided to develop all / any Training programs in-house, the clauses below the heading can be deleted and heading clause 5.2.3.3 may be annotated as 'Not used'. The following clause may be amended to incorporate the standards for Service-specific Training manuals, if applicable.

5.2.3.3.1 The Contractor shall conduct the analysis, design and development of Training in accordance with the *Systems Approach to Defence Learning* and the Approved ISP.

5.2.3.3.2 The Contractor shall analyse and define, in accordance with the Approved ISP, the types and quantities of Training for each of the SSCCs required to satisfy the operational and support concepts defined in the DOR.

5.2.3.3.3 The Contractor shall develop, deliver and update a Training Recommendations Report (TNGRECR) in accordance with CDRL Line Number ILS-905, which defines the required range and quantity of Training.

5.2.3.3.4 The Contractor shall develop, deliver and update a Training Materials List (TML) in accordance with CDRL Line Number ILS-930, as a consolidated list of Training Materials required for all new, modified, and existing Learning Management Packages (LMPs).

5.2.3.4 Technical Data

5.2.3.4.1 The Contractor shall analyse and define, in accordance with the Approved [...INSERT 'ISP' OR 'TDP' AS APPLICABLE...], the types and quantities of Technical Data for each of the SSCCs required to satisfy the operational and support concepts defined in the DOR.

5.2.3.4.2 The Contractor shall develop, deliver and update a Support System Technical Data List (SSTD) in accordance with CDRL Line Number ILS-1010, which defines the required range and quantity of Technical Data.

5.2.3.5 Facilities (Optional)

5.2.3.5.1 The Contractor shall conduct, in accordance with the Approved ISP, an analysis of the types and quantities of Facilities and Facilities works for each of the SSCCs required to meet specified requirements and to satisfy the operational and support concepts defined in the DOR.

5.2.3.5.2 The Contractor shall develop, deliver and update a Facilities Requirements Analysis Report (FRAR) in accordance with CDRL Line Number ILS-1210, which defines the required range and quantities of Facilities and associated works to satisfy the Facilities requirements.

Note to drafters: Where multiple Facilities are likely to be built or modified, the following clause may be modified to include subclauses or a table.

5.2.3.5.3 The Contractor acknowledges that in order to meet the requirements of the Support System the Facilities known as [... INSERT DESCRIPTION ...], to be located on [...INSERT DEFENCE ESTABLISHMENT...], will be built or modified by the Commonwealth using the information in the Approved FRAR and the Contractor's advice under clause 5.3.5.2.

5.2.3.6 Personnel

5.2.3.6.1 The Contractor shall conduct, in accordance with the Approved ISP, an analysis of the types and quantities of Personnel identified for each of the SSCCs, to define the optimal types and quantities of Personnel required to meet specified requirements and to satisfy the operational and support concepts defined in the DOR.

5.2.3.6.2 The Contractor shall develop, deliver and update a Personnel Resource Requirements List, in accordance with CDRL Line Number ILS-1310, which defines the optimised types (eg, trades, categories and skill levels) and quantities of Personnel.

5.2.3.7 Software Support Requirements (Optional)

5.2.3.7.1 The Contractor shall develop, deliver and update a Software Support Plan in accordance with CDRL Line Number ILS-440 to define the Software-support requirements for any Software components of the Mission System and Support System.

5.2.3.8 Disposal Requirements

5.2.3.8.1 The Contractor shall develop, deliver and update a Disposal Plan in accordance with CDRL Line Number ILS-640 to define the disposal requirements for the Supplies.

5.3 Support System Implementation (Core)

Note to drafters: Outputs of the LSA program identify all Support Resources (ie, for the Commonwealth, Contractor (Support) and Subcontractors (Support)) for the Support System. In addition to Training, clause 5.3 identifies a subset of those Support Resources, namely:

- a. Support Resources that are delivered to the Commonwealth as Supplies; and**
- b. Support Resources that are not Supplies but which are considered to be of such significance to the Commonwealth that visibility of their implementation is required.**

5.3.1 General

5.3.1.1 The Contractor acknowledges that Support Resources and Training to Personnel need to be provided to the Commonwealth in sufficient time to enable the Commonwealth to integrate the Support Resources into the existing Commonwealth infrastructure before Support System Verification may be undertaken.

Note to drafters: If the Contractor is not required to implement particular Support Resources, then the applicable clauses for those Support Resources (below) may be replaced with 'Not used' or amended as appropriate.

The Commonwealth may choose to include within the Price Schedule, at Annex A to Attachment B, the range, quantity and delivery requirements for Support Resources to be delivered to the Commonwealth. If so, the clauses below should be amended to avoid overlap.

Verification of Support Resources is addressed in the V&V clause of this SOW.

5.3.2 Implementation of Spares, Packaging, Training Equipment, and Support and Test Equipment Requirements

Note to tenderers: Packaging in this context refers to Packaging as Supplies, to form part of the Support System (ie, special-to-type or other high-value Packaging), rather than packaging which is solely required to effect delivery of the Supplies.

5.3.2.1 The Contractor shall manufacture or acquire, as applicable, the Spares, Packaging, Training Equipment and S&TE identified in the Approved RPL.

Note to tenderers: Spares, Training Equipment, and S&TE are to be priced in the tender using NTE Prices. In some cases, an NTE Price will apply to Packaging. All other Support Resources are to be included in the Contract Price. Refer to the Conditions of Tender for NTE prices.

5.3.2.2 The Contractor shall deliver the Spares, Packaging, Training Equipment and S&TE to the locations detailed in the Approved RPL.

5.3.2.3 The Contractor shall install any Training Equipment and S&TE that needs to be installed into Commonwealth Facilities, as detailed in the Approved RPL.

5.3.2.4 At any time prior to Final Acceptance, the Commonwealth Representative may identify additional Spares, Training Equipment and S&TE requirements. Upon request, the Contractor shall update the RPL and submit a CCP to incorporate the additional Spares, Training Equipment and S&TE into Annex A to Attachment B, at a price per item that is not greater than that set out in the Approved RPL.

5.3.2.5 The Contractor shall deliver the additional Spares, Training Equipment and S&TE, requested under clause 5.3.2.4, in accordance with Attachment B and the Approved RPL.

5.3.3 Implementation of Technical Data Requirements

Note to drafters: *Clause 5.3.3 covers all deliverable Technical Data associated with the operation and support of the Materiel System. In this context, 'delivery' means the item is deliverable to:*

- a. to the Commonwealth (in accordance with the CDRL and the Approved SSTDL);*
- b. into escrow (noting that delivery into escrow is considered as part of the delivery to the Commonwealth, but is separately identified for clarity); and*
- c. to other organisations that will provide support to the Materiel System (eg, Contractor (Support) and Subcontractors (Support), and the Contractor and Subcontractors when these entities will have support responsibilities).*

5.3.3.1 General

- 5.3.3.1.1** The Contractor shall create, develop or acquire, as applicable, the Technical Data identified in the Approved SSTDL, in accordance with the Approved [...INSERT 'ISP' OR 'TDP' AS APPLICABLE...].
- 5.3.3.1.2** The Contractor shall deliver all items of Technical Data identified in the Approved SSTDL in accordance with the Approved SSTDL.
- 5.3.3.1.3** Subject to clause 5.4 of the COC, if an item of Technical Data identified in the Approved SSTDL is not identified for delivery to the Commonwealth, the Commonwealth Representative may request, by notice, a copy of that item of Technical Data for delivery to the Commonwealth.

5.3.3.2 Publications

- 5.3.3.2.1** The Contractor shall develop, deliver and update a Publications Tree in accordance with CDRL Line Number ILS-1030, which identifies all of the publications or parts thereof relating to the Mission System and Support System, including:
 - a. new publications that are to be developed;
 - b. existing Contractor, Subcontractor or third party publications that are to be amended; and
 - c. existing Commonwealth publications that are to be amended.

Note to drafters: *The project team should consider, as part of its Technical Data requirements analysis, whether or not certain publications (eg, deeper maintenance publications) should be placed in escrow (ie, delivered to an escrow agent) if not delivered to the Commonwealth. Clauses and agreements for escrow can be copied from ASDEFCON (Strategic Materiel).*

- 5.3.3.2.2** In accordance with CDRL Line Number ILS-1040, the Contractor shall develop and deliver publications packages to the locations detailed in the Approved Publications Tree, including the publications and amendments to existing Commonwealth publications that are identified in the Approved Publications Tree.

Note to drafters: *Amend the following clause to incorporate any Service-specific standards applicable to the development of publications.*

- 5.3.3.2.3** The Contractor shall develop all publications in accordance with:
 - a. the specifications in DOR Part A; and
 - b. the following references, tailored by the Approved [...INSERT 'ISP' OR 'TDP' AS APPLICABLE...]:
 - (i) the standards and business rules identified in [...INSERT 'DID-ILS-MGT-ISP' OR 'DID-ILS-TDATA-TDP' AS APPLICABLE...] and DID-ILS-TDATA-PUBPACK; and
 - (ii) [...INSERT APPLICABLE SERVICE PUBLICATIONS MANUAL AND SECTION...].
- 5.3.3.2.4** The Contractor shall, in accordance with the Approved [...INSERT 'ISP' OR 'TDP' AS APPLICABLE...] (and applicable V&V program plans and procedures), Verify and Validate that all publications are accurate, grammatically correct, technically correct, and suitable for use.

5.3.3.3 Codification Data (Optional)

Note to drafters: *These clauses apply DEFLOGMAN Part 2 Volume 5 Chapter 5, Item Identification and Recording of Defence Assets and, as a result, Appendix 1 to NATO Standardisation Agreement (STANAG) 4177. These clauses should not be removed or changed without the agreement of the National Codification Bureau representative within CASG. Codification is mandatory if any 'items of supply' meet the criteria in DEFLOGMAN.*

- 5.3.3.3.1** The Contractor shall develop and update Codification Data in accordance with CDRL Line Number ILS-1050, for all Supplies that are not data (except for any manuals that are to be codified), Software or services.
- 5.3.3.3.2** The Contractor shall deliver, or shall ensure the delivery of, Codification Data to the delivery location specified in CDRL Line Number ILS-1050, unless another delivery location is agreed in writing between the parties.
- 5.3.3.3.3** The Contractor acknowledges that Codification Data will be retained by the Australian National Codification Bureau (NCB) and may be retained by other NCBs, for Codification and associated NCB functions.
- 5.3.3.3.4** If elements of Codification Data are provided to the Commonwealth:
- only for the purpose of Codification, those elements of Codification Data will only be used in accordance with this clause 5.3.3.3; or
 - for a purpose that is in addition to Codification, those elements of Codification Data will be subject to the requirements of clause 5 of the COC and this clause 5.3.3.3.
- 5.3.3.3.5** The Contractor shall include the relevant terms of this clause 5.3.3.3 in all Subcontracts, as necessary to ensure the provision of Codification Data to the Commonwealth and other NCBs.

5.3.3.4 Logistic Support Analysis Record (Optional)

Note to drafters: *If an LSAR is not required (in any form), the clauses below should be replaced with 'Not used'. Drafters should also remove other references to the LSAR from the SOW.*

Select, and modify if necessary, one of the three optional clauses for an LSAR or an alternative Approved by the Commonwealth. Option A is a compliant LSAR, Option B allows the exchange of data from a non-compliant system to a Commonwealth LSAR, while Option C allows for the delivery of logistics data in an alternative format.

Option A: For use if the Contractor utilises a compliant LSAR.

- 5.3.3.4.1** The Contractor shall develop, deliver and update a LSAR, which is compliant with the data-capture, reporting, and data-transfer requirements of DEF(AUST)5692.

Option B: For use if the Contractor utilises a non-compliant LSAR, but exchange of data to a Commonwealth-compliant LSAR is required.

- 5.3.3.4.2** The Contractor shall develop, deliver and update an information system that provides for the transfer of LSA data in an exchange format compliant with the table relationships and data transfer requirements of DEF(AUST)5692.

Option C: For use if the Contractor utilises a custom LSA data depository, which is not required to comply with, or transfer data to, a Commonwealth-compliant LSAR.

- 5.3.3.4.3** The Contractor shall develop, deliver and update an information system that provides for the transfer of LSA data to the Commonwealth in accordance with [INSERT APPROVED FORMAT].

- 5.3.3.4.4** The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the LSAR for the period of the Contract.

Note to drafters: The related CDRL Line has multiple deliveries, for progressive review by the Commonwealth and a final delivery, even when the Contractor will provide online access.

Option A: For use if the Contractor utilises a compliant LSAR or a non-compliant LSAR for which exchange of data to a Commonwealth-compliant LSAR is required.

5.3.3.4.5 The Contractor shall deliver compliant LSAR data transfer files to the Commonwealth in accordance with CDRL Line Number ILS-1060.

Option B: For use if the Contractor utilises a custom LSA data depository, which is not required to comply with, or transfer data to, a Commonwealth-compliant LSAR.

5.3.3.4.6 The Contractor shall deliver data transfer files in the approved format, under clause 5.3.3.4.3, to the Commonwealth in accordance with CDRL Line Number ILS-1060.

5.3.3.4.7 The Contractor shall provide all necessary programs, licenses, and training to enable the Commonwealth to efficiently access and manipulate the LSA data depository as required.

5.3.3.4.8 The Contractor shall ensure that the LSAR is populated with up-to-date data, consistent with the developmental status of both the Mission System and Support System.

5.3.4 Implementation of Training and Training Support Requirements

5.3.4.1 The Contractor shall develop, deliver and update a Learning Management Package for each required Training course, in accordance with CDRL Line Number ILS-920.

Option: Include when CBT solutions are to be delivered under the Contract.

5.3.4.2 The Contractor shall, in accordance with CDRL Line Number ILS-950, design and develop or acquire, as applicable, the Computer-Based Training (CBT) materials identified in the Approved TML.

5.3.4.3 The Contractor shall, in accordance with CDRL Line Number ILS-950, deliver CBT materials to the locations detailed in the Approved TML.

Note to drafters: Insert locations for Contractor-provided Training (eg, for trial courses and conversion Training) with details of the numbers and skill sets of Personnel at each location.

5.3.4.4 Unless agreed otherwise in the Approved ISP, the Contractor shall provide Training at the following locations:

Location	Skill set / level	Number of Learners
[...INSERT LOCATION...]	[...INSERT SKILL SET / LEVEL...]	[...INSERT NUMBER...]
[...INSERT LOCATION...]	[...INSERT SKILL SET / LEVEL...]	[...INSERT NUMBER...]

5.3.4.5 The Contractor shall schedule, prepare for and deliver, in accordance with the Approved ISP:

- a. trial courses, for all new and significantly modified Training courses; and
- b. other Training courses, as required for Introduction into Service Training.

5.3.4.6 The Contractor shall integrate Training review reports and evaluation activities with the V&V program, in accordance with the Approved ISP.

5.3.5 Implementation of Facilities Requirements (Optional)

Note to drafters: SEG normally contract separately to construct or modify Commonwealth Facilities, which should be informed by the FRAR (or a tendered draft). Nevertheless, if the Contractor will be required to build/modify Commonwealth Facilities it is recommended that the project office seeks in the RFT, for tenderers to accept responsibility for the development and

delivery of Facilities. If this approach is not adopted, the following clauses will require amendment or deletion.

Note to tenderers: V&V of Facilities is addressed in the V&V clause.

- 5.3.5.1** In accordance with the Approved ISP and the Approved FRAR, the Contractor shall design, develop, construct, modify, fit-out and commission those Facilities identified for delivery to the Commonwealth by the Contractor in the Approved ISP.
- 5.3.5.2** The Contractor shall support the Commonwealth's development of those Facilities identified in the Approved ISP and the Approved FRAR as a Commonwealth responsibility to construct or modify.

Option: Include if visibility is required of the development of Contractor and Subcontractor Facilities that will be used for in-service contractor support.

- 5.3.5.3** In accordance with the Approved ISP and the Approved FRAR, the Contractor shall construct, fit-out and commission, as applicable, those Facilities (which do not form Supplies) that are required for the Contractor or related parties to provide in-service support. Those Facilities may be evaluated as part of the Verification of the Support System.

6. CONFIGURATION MANAGEMENT (CORE)

6.1 Configuration Management Planning (Core)

Note to drafters: The Contractor is expected to identify the standard(s) that will be used to define the CM practices for the Contract. These standards will be reflected in the tendered strategies and the Contractor's CMP. The Commonwealth would consider EIA-649C, tailored to the project with guidance from the applicable ADF regulatory / assurance manual, as an acceptable standard. Refer to the Chief Systems Engineering Branch, CASG, for more information.

Select Option A, below, for a CMP if CM of the Supplies during design or production will be significant or critical. Alternatively, Option B allows for CM planning within the SEMP for less significant or critical circumstances. Other clauses will require amendment for the selected plan.

Option A: For use if the CMP will be the governing plan for the CM program.

- 6.1.1** The Contractor shall develop, deliver and update a Configuration Management Plan (CMP) in accordance with CDRL Line Number CM-100.

Option B: For use if the SEMP will be the governing plan for the CM program.

- 6.1.2** The Contractor shall address planning for, and management of, the Configuration Management (CM) program in the SEMP.

- 6.1.3** The Contractor shall manage, conduct and coordinate all Contractor and Subcontractor CM activities in accordance with the Approved [...INSERT 'CMP' OR 'SEMP' AS APPLICABLE...].

- 6.1.4** The Contractor shall ensure that all Subcontractors comply with the requirements of the [...INSERT 'CMP' OR 'SEMP' AS APPLICABLE...] and are integrated into the Contractor's CM activities.

6.2 Configuration Identification (Core)

- 6.2.1** The Contractor shall identify all Configuration Items (CIs) that constitute the Mission System and those Support System Components that warrant being managed as a CI.

- 6.2.2** The Contractor shall uniquely identify all documents that disclose the performance, functional and physical attributes of the Mission System and the Support System Components, so that they may be accurately associated with the Configuration Baselines for these systems.

6.3 Configuration Baselines (Core)

- 6.3.1** The Contractor shall develop and maintain at least each of the following Configuration Baselines for each Mission System and for the Developmental Support System Components during the Contract:

- a. Functional Baseline (FBL);
- b. Allocated Baseline (ABL); and
- c. Product Baseline (PBL), as established at each PCA.

6.4 Configuration Control (Core)

- 6.4.1** The Contractor shall manage configuration changes and Deviations / variances, including their:

- a. identification;
- b. request and documentation;
- c. for configuration changes only, classification as Major Changes or Minor Changes;
- d. evaluation and coordination; and
- e. implementation and Verification of the changes.

- 6.4.2** The Contractor shall submit Engineering Change Proposals (ECPs) in accordance with CDRL Line Number CM-130, accompanied by CCPs as necessary, to implement

configuration changes to a FBL for a system or product for which a Configuration Baseline is required to be developed and maintained in accordance with clause 6.3.

- 6.4.3** The Contractor shall classify a change to FBL as a Major Change.
- 6.4.4** The Contractor shall classify a change to a PBL established at the associated PCA as either a Major Change or a Minor Change in accordance with the criteria for these configuration changes set out in Attachment M.
- 6.4.5** Following the establishment of a PBL at a PCA, the Contractor shall submit proposed:
- Major Changes to the PBL, to the Commonwealth for Approval as ECPs in accordance with CDRL Line Number CM-130, accompanied by CCPs as necessary; and
 - Minor Changes to the PBL, to the Commonwealth Representative for review.
- 6.4.6** At the request of the Commonwealth, the Contractor shall resubmit a proposed Minor Change to a PBL as a proposed Major Change to that PBL in accordance with clause 6.4.2.
- 6.4.7** The Contractor shall, for any proposed change to a Configuration Baseline, ensure that all Configuration Baselines will be mutually consistent and compatible.

6.5 Configuration Status Accounting (Core)

- 6.5.1** The Contractor shall establish and maintain, in accordance with the Approved [...INSERT 'CMP' OR 'SEMP' AS APPLICABLE...], a Configuration Status Accounting (CSA) system that correlates, stores, maintains and provides readily available views of all configuration information relating to those items identified as CIs.

Note to drafters: Depending on the needs for the Commonwealth to access CM data during the Contract, and who will manage CM data in-service, CSA data may need to be delivered. Drafters should consider the standards for CM data exchange, such as MIL-STD-2549, EIA-836B, 'Contractor information exchange' specifications for the Defence ERP System, or extant domain-specific standards such as the ANP4422-6001 Materiel Data Exchange Specification.

Contractor CSA data may be accessible from CSA reports, or by exchange; and the method may change over time (eg, initially as CSA reports with a final delivery / exchange of CSA data). Drafters should select and tailor the following optional clauses to suit project needs.

Option: Include and tailor this clause for the required on-line access to the Contractor's CSA system. If a DMS is to be used, ensure that clause 2.3.2 includes access to CM data.

- 6.5.2** The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Contractor's CSA system for the period of the Contract via the [...DMS and/or the Contractor's information systems accessible to Resident Personnel...].
- 6.5.3** The Contractor's CSA system shall enable a Commonwealth user to access data equivalent to reports produced in accordance with DID-CM-DATA-CSAR.

Option: Include this clause when the Contractor is to deliver CSA reports developed in accordance with DID-CM-DATA-CSAR.

- 6.5.4** The Contractor shall deliver CSA reports from the Contractor's CSA system, in accordance with CDRL Line Number CM-110.

Option: Include this clause when the Contractor is to exchange CSA data between its CSA system and a Defence CSA system.

Note to tenderers: The Defence ERP System will begin replacing existing Defence information systems from late 2023, with the initial tranche supporting CM for Land Materiel. Reference to the Defence CSA system below should be considered as references to the Defence ERP System used to perform relevant functions. Introduction of the Defence ERP System may

affect the structure and formatting requirements for CSA system exchange data and the transfer processes described in the Approved CMP.

6.5.5 The Contractor shall develop, in consultation with the Commonwealth, a schema for the exchange of CSA data between the Contractor's CSA system and the Defence CSA system, and with Subcontractors' and other parties' systems, as necessary to ensure that the delivered CSA data is both timely and accurate.

6.5.6 The Contractor shall deliver CSA system exchange data to the Commonwealth in accordance with CDRL Line Number CM-120.

6.6 Configuration Audits (Optional)

Note to drafters: Insert references to the applicable plan into the following clauses. If Configuration Audits are not required, the clauses below should be replaced with 'Not used'.

Note to tenderers: The exact timing for the conduct of the FCA and PCA, including its relationships with delivery, installation, the AV&V program and Acceptance, should be set out in the applicable governing plan (eg, CMP or SEMP) under any resultant Contract.

6.6.1 The Contractor acknowledges that the objective of an FCA for an item is to demonstrate that the item's actual performance complies with all elements of its specification.

6.6.2 The Contractor shall conduct a MSR, the FCA, on each Mission System CI and Support System Component that is a CI, prior to Acceptance, in accordance with clause 3.9.4 and the Approved [...INSERT 'CMP' OR 'SEMP' AS APPLICABLE...].

6.6.3 The Contractor acknowledges that the objectives of a PCA for an item are to:

- a. confirm that the 'as-built' or 'as-coded' configuration is consistent with the configuration documentation;
- b. confirm that the configuration documentation is complete and accurate; and
- c. establish or Verify the Product Baseline for the item.

6.6.4 The Contractor shall conduct a MSR, the PCA, on each Mission System CI and Support System Component that is a CI, prior to Acceptance, in accordance with clause 3.9.4 and the Approved [...INSERT 'CMP' OR 'SEMP' AS APPLICABLE...].

6.6.5 The Contractor shall invite the Commonwealth to witness all FCAs and PCAs.

6.6.6 Unless the Contractor is otherwise notified by the Commonwealth Representative, the Commonwealth Representative or appointed representative shall witness all Configuration Audits that are conducted for the purpose of Acceptance.

6.6.7 Unless the Commonwealth Representative has notified that it will not witness a Configuration Audit in accordance with clause 6.6.6, the Contractor shall not conduct that Configuration Audit in the absence of the Commonwealth Representative or the appointed representative

7. VERIFICATION AND VALIDATION (CORE)

7.1 V&V Management (Core)

Note to drafters: *This clause should be tailored to match the specifics of the program and acquisition strategy. Both Mission System and Support System elements need to be considered by the V&V program. Refer to the applicable Defence test and evaluation authority for advice.*

Note to tenderers: *Although this clause only provides for the conduct of Verification, the headings and plan title include reference to Validation for standardisation purposes.*

7.1.1 General

7.1.1.1 The Contractor acknowledges that the objectives of the Verification and Validation (V&V) program are to demonstrate that Supplies offered for Acceptance comply with the requirements of the Contract.

7.1.2 V&V Planning

Note to drafters: *A separate Contractor V&VP should be used if Acceptance Verification of the Supplies will be a significant or critical task. Alternatively, the SEMP may be used for V&V planning if Verification is not anticipated to be a significant or critical aspect of the acquisition. Other clauses will require amendment for the selected plan.*

Option A: *For use if the V&VP will be the governing plan for the V&V program.*

7.1.2.1 The Contractor shall develop, deliver and update a V&V Plan (V&VP) in accordance with CDRL Line Number V&V-100.

Option B: *For use if the SEMP will be the governing plan for the V&V program.*

7.1.2.2 The Contractor shall address planning for, and management of, the V&V program in the SEMP.

7.1.2.3 The Contractor shall conduct all V&V activities for the Contract in accordance with the Approved [...INSERT 'V&VP' OR 'SEMP' AS APPLICABLE...] and Approved Acceptance Test Plan and Procedures (ATP&Ps) for each V&V phase.

7.1.3 Verification Cross Reference Matrix

7.1.3.1 The Contractor shall develop, deliver and update a Verification Cross Reference Matrix (VCRM) in accordance with CDRL Line Number V&V-200, which captures the detail of the Verification criteria and status of the Verification activities for each requirement in:

- a. the FBL for the Mission System; and
- b. the FBL for Support System Components based on a judgement of significance for those components in accordance with the regulatory / assurance requirements applicable to those types of equipment.

7.1.3.2 The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Contractor's VCRM for the period of the Contract.

7.1.4 Previous V&V Results

Note to tenderers: *Previous V&V results may be offered as evidence for Verification purposes where the configuration of the item, the function / role, and the operating environment are suitably similar. Where the Contractor has previous V&V results that are applicable, the Contractor will need to ensure that the relevant test plan(s), procedure(s) and report(s) are available to be provided to the Commonwealth.*

7.1.4.1 The Contractor shall develop, deliver and update a Contractor's Previous V&V Results Package in accordance with CDRL Line Number V&V-250, for those Verification criteria in the Approved VCRM that refer to previous Verification results.

7.1.5 Test Readiness Reviews (Optional)

Note to drafters: *A TRR should precede all formal V&V activities or groups of activities (ie, phases) used for Acceptance, when the complexity of the V&V activities warrants it. Each phase of the V&V program should have associated test documentation (eg, ATP&Ps) to be reviewed at*

the TRR. Generally, a TRR is required unless the scope of the V&V program is expected to be minimal. If not required, the clauses below should be replaced with a single 'Not used'.

7.1.5.1 Prior to the commencement of each Acceptance V&V (AV&V) phase, the Contractor shall conduct a MSR, a TRR, in accordance with clause 3.9.4 and the Approved [...INSERT 'V&VP' OR 'SEMP' AS APPLICABLE...], which:

- a. confirms the accuracy and completeness of the ATP&Ps;
- b. confirms the status of the applicable Configuration Baseline and of the system, item, or process under test;
- c. reviews results from preceding test activities, where applicable to the AV&V phase;
- d. assures that the relevant Mission System or Support System element is ready for testing;
- e. assures that any Commonwealth resources required (ie, including equipment and Commonwealth Personnel) are available and prepared for formal testing; and
- f. assures that the Contractor is prepared for formal testing.

7.1.6 Commonwealth Involvement in AV&V

7.1.6.1 The Contractor shall invite the Commonwealth Representative or representatives appointed by the Commonwealth Representative to witness, and participate in when applicable, all AV&V activities for the Mission System and the Support System.

7.1.6.2 Unless otherwise notified by the Commonwealth Representative, the Commonwealth Representative or appointed representative(s) shall witness and participate in AV&V activities for the Mission System and the Support System.

7.1.6.3 Unless the Commonwealth Representative has notified that it will not witness an AV&V activity in accordance with clause 7.1.6.2, the Contractor shall not conduct that AV&V activity in the absence of Commonwealth witnesses.

Note to drafters: When AV&V activities will be carried out overseas or at remote locations, a longer notification time may be required by the Commonwealth (eg, to arrange travel) and the following clause may need to be tailored.

7.1.6.4 Unless otherwise agreed in writing by the Commonwealth Representative, the Contractor shall provide the Commonwealth with at least 20 Working Days advance notice of the start date and time of all AV&V activities for the Mission System and the Support System.

7.1.7 Failure Reporting and Analysis

7.1.7.1 During AV&V of the Mission System and Support System elements, the Contractor shall establish, maintain and update a Problem Resolution System that:

- a. collects Failure data (including applicable CI identification and configuration data);
- b. classifies the Failure Severity in accordance with the following table;

Failure Severity	Applies if a problem could:
1	<ol style="list-style-type: none"> a. prevent the accomplishment of an operational or mission essential capability b. jeopardize safety, security, or other requirement designated 'critical'
2	<ol style="list-style-type: none"> a. adversely affect the accomplishment of an operational or mission essential capability and no work-around solution is known b. adversely affect technical, cost, or schedule risks to the Contract or to life-cycle support of the system, and no work-around solution is known
3	<ol style="list-style-type: none"> a. adversely affect the accomplishment of an operational or mission essential capability but a work-around solution is known b. adversely affect technical, cost, or schedule risks to the Contract or to life-cycle support of the system, but a work-around solution is known

Failure Severity	Applies if a problem could:
4	a. result in user/operator inconvenience or annoyance but does not affect a required operational or mission essential capability b. result in inconvenience or annoyance for development or support personnel, but does not prevent the accomplishment of those responsibilities
5	any other effect

- c. documents the Failures and associated Failure Modes;
- d. defines corrective actions;
- e. identifies the scope of additional Verification activities required to confirm that the Failure has been remedied; and
- f. maintains a history of all transactions.

7.1.7.2 The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Problem Resolution System for the period of the Contract.

7.1.7.3 Prior to the finalisation of each AV&V phase, the Contractor shall submit the Failure Severity classification assigned to all open Failures for Commonwealth Approval in accordance with the Approved [...INSERT 'V&VP' OR 'SEMP' AS APPLICABLE...].

7.1.7.4 The Contractor shall submit for Commonwealth Approval all corrective actions to address safety-related Failures that occur during AV&V that are assigned a Failure Severity classification of either 1 or 2.

7.1.7.5 The Contractor shall invite the Commonwealth Representative, or representatives appointed by the Commonwealth Representative, to witness corrective actions and the closure of Failures during AV&V that are assigned a Failure Severity classification of either 1 or 2.

7.1.7.6 The Contractor shall incorporate all updates to Failures and associated reports into the Problem Resolution System.

7.1.8 Regression Testing

7.1.8.1 Subject to clause 7.1.8.2, the Contractor shall repeat an AV&V activity (ie. conduct regression testing) if:

- a. changes are made to the configuration of a Mission System or Support System Component after starting an AV&V activity;
- b. the analysis of test data and the assessment of test results against pass/fail criteria indicate that the item under test has failed to meet its applicable requirements;
- c. the analysis of test data and the assessment of test results against pass/fail criteria are inconclusive; or
- d. the Contractor deviates from the ATP&Ps without prior Approval of the Commonwealth Representative.

7.1.8.2 If the Contractor can demonstrate to the satisfaction of the Commonwealth Representative, by regression analysis or any other such means, that changes to the configuration do not impact on an AV&V activity, then subject to the Commonwealth Representative's Approval of the regression analysis, or any other such means, the Contractor shall not be required to repeat that AV&V activity.

7.2 Acceptance Verification (Core)

7.2.1 General

7.2.1.1 The Contractor shall conduct Acceptance Verification on equipment that is of the same hardware, Software, firmware and data configuration (as applicable) as that which will be offered for Acceptance unless otherwise agreed by the Commonwealth Representative.

- 7.2.1.2** The Contractor shall confirm that the test environment, all test equipment and Software test tools, if applicable, used for the Acceptance Verification of the Mission System and the Support System are in accordance with the Approved ATP&P.
- 7.2.1.3** The Contractor shall maintain a log during all Acceptance Verification activities to record applicable information including test details, the configuration of the items under test, the ATP&Ps used and any deviations from them, the test results, and any configuration changes and maintenance actions.
- 7.2.1.4** If requested by the Commonwealth Representative, the Contractor shall deliver the log or portions of the log, prepared in accordance with clause 7.1.2.3, as supporting information for the test results.

7.2.2 Acceptance Verification

Note to drafters: This clause should be further developed to support the needs of the Contract. For example, drafters should consider whether or not there are any specific requirements that need to be included here for individual Acceptance Verification phases such as specific requirements for installation tests, field testing and a maintenance demonstration.

- 7.2.2.1** The Contractor shall Verify that the delivered Mission System complies with the Mission System FBL.
- 7.2.2.2** The Contractor shall Verify that the implemented Support System complies with the requirements specified in the DOR.
- 7.2.2.3** The Contractor shall Verify that the delivered Support System Components comply with their respective specifications.
- 7.2.2.4** The Contractor shall develop, deliver and update ATP&Ps, in accordance with CDRL Line Number V&V-310, which are necessary for conduct of Acceptance Verification consistent with the Approved [...INSERT 'V&VP' OR 'SEMP' AS APPLICABLE...].
- 7.2.2.5** The Contractor shall develop, deliver and update Acceptance Test Reports (ATRs), in accordance with CDRL Line Number V&V-320, which are necessary for the evaluation of Acceptance Verification results, consistent with the Approved ATP&Ps.

8. QUALITY MANAGEMENT (CORE)

Note to drafters: Quality may be assured by:

- a. controlling the processes during the production, including design and development, using a QMS that has third party accreditation to a recognised standard;**
- b. Acceptance Verification of the completed product; or**
- c. a combination of these means.**

An accredited QMS (which will include a Quality Plan for the Contractor's current activities) may be assessed as adequate in itself to assure Quality during the production, including design and development, of the Supplies (or to have assured this, in the case of prior production). Alternatively, a Contract-specific Quality Plan may be required.

Selection of the method to assure Quality will depend on the value in, or essentiality of, ensuring that a formal QMS either was, or will be applied during the design, development and production of the Supplies, and whether the Commonwealth requires to Approve, and have direct visibility of, and involvement in, any such QMS. Drafters should be aware of the potentially high cost of requiring a Contractor to introduce Contract-specific documentation and procedures.

There are three choices as follows:

- a. The Contractor has an accredited QMS; the Contractor provides a Contract-specific Quality Plan for the Commonwealth Representative to Approve; the Commonwealth has the right to audit the implementation of the Contractor's QMS, and to undertake process and product surveillance and audits. This choice is appropriate for complex or critical production processes, where Quality will be vital to performance of the Supplies, and the Commonwealth requires visibility of and influence on certain Quality management processes and decisions. This choice is implemented by selecting clause 8.1 Option A and clauses 8.2 and 8.3. If the Supplies have potential to have been manufactured prior to Effective Date, clause 8.1.8 facilitates the acquisition of Supplies previously manufactured under an accredited QMS that meets Contract requirements.**
- b. The Contractor has an accredited QMS; there is no Contract-specific Quality Plan; the Commonwealth has the right to audit the Contractor's QMS and to undertake process and product surveillance and audits. This choice is appropriate where Quality management in the production process is critical to performance of the Supplies, but it is assessed that Commonwealth requirements can be, or should have been, met by the Contractor's existing QMS and Plan. This choice is implemented by selecting clause 8.1 Option A and clause 8.3, and deleting clause 8.2. If the Supplies have potential to have been manufactured prior to Effective Date, clause 8.1.8 facilitates the acquisition of Supplies previously manufactured under an accredited QMS that meets Contract requirements.**
- c. There is no requirement for the Contractor to have an accredited QMS; the Commonwealth has no rights for production system or product audit or surveillance activities; the Quality of the Supplies will be assured solely through V&V. This choice is appropriate where an accredited QMS is not assessed as necessary or appropriate due to the nature of the Supplies, their production environment, or their application, and V&V is assessed as suitable to provide adequate Quality Assurance. This choice is implemented by deleting Option A in clause 8.1 and clauses 8.2 and 8.3 in total.**

Unless otherwise approved by the relevant ADF regulatory / assurance framework authority, contracts for the production of safety critical items (see clause 4.1.4) are to be placed only with suppliers that have a QMS certified to an internationally accepted standard (equivalent to AS/NZS ISO 9001).

8.1 Contractor Quality Responsibilities (Core)

Note to drafters: The option not selected should be simply deleted, and the text box removed from the selected option.

Option A: For use if Quality will be assured through the control of production processes.

- 8.1.1** The Contractor shall have a Quality Management System (QMS) Certified to AS/NZS ISO 9001:2016 'Quality Management Systems – Requirements', or other internationally accepted equivalent standard as agreed by the Commonwealth Representative, at the Effective Date.
- 8.1.2** The Contractor shall maintain and apply the QMS in clause 8.1.1 to all phases of the Contract and shall notify the Commonwealth Representative of any changes to the Certification status of the Contractor.
- 8.1.3** During progress of work under the Contract, the Commonwealth may perform Audit and Surveillance activities in relation to the work performed, including any of the following:
- a. System Audit;
 - b. Process Audit; or
 - c. Product Audit.
- 8.1.4** The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to perform Audit and Surveillance activities as described in clause 8.1.3.
- 8.1.5** The Contractor shall ensure that all Approved Subcontractors have Quality management systems that are appropriate to the work required under the Subcontract.
- 8.1.6** The Contractor shall ensure that all work performed under a Subcontract meets the requirements of the QMS to be applied by the Contractor under clause 8.1.
- 8.1.7** The Contractor shall maintain records pertaining to the planning and Verification of the Quality of the Supplies for a minimum period of seven years after Final Acceptance.
- 8.1.8** If all or part of the Supplies have been manufactured or partly manufactured prior to the Effective Date, the Contractor shall demonstrate to the Commonwealth Representative's satisfaction, prior to offering Supplies for Acceptance, that a QMS meeting the requirements of this clause 8.1 was established prior to this manufacture, and maintained and applied throughout this manufacture.

Option B: For use if quality will be assured via normal commercial practices.

- 8.1.9** The Contractor shall apply its normal Quality standards and practices to the production, including development and manufacture, and delivery of the Supplies.

8.2 Quality Management Planning (Optional)

Note to drafters: This clause should be used only when clause 8.1 Option A is selected and a Contract-specific Quality Plan is required. Otherwise, it should be replaced with 'Not used'.

Where possible, the Commonwealth should align its requirements with the Contractor's QMS. A requirement for a Contract-specific Quality Plan should not be invoked if the Contractor's existing management activity, under its QMS, is considered adequate for the Commonwealth's purposes, noting that clause 8.1.3 permits the Commonwealth to conduct Audits.

Where Contract activities will differ from the Contractor's existing QMS, or where the criticality of Supplies is such that Contract-specific processes are seen as necessary, the Commonwealth Representative is to ensure that an effective Contract-specific Quality Plan is developed and used by the Contractor, to complement the QMS.

The Commonwealth Representative should seek advice from the appropriate subject matter experts on whether a Contract-specific Quality Plan is required.

- 8.2.1** The Contractor shall develop, deliver and update a Quality Plan in accordance with CDRL Line Number MGT-140.

- 8.2.2** The Contractor shall manage the quality program for the Contract in accordance with the Approved Quality Plan.

8.3 Quality Systems, Process and Product Non-Conformances (Optional)

Note to drafters: This clause should be selected if clause 8.1 Option A is selected. If this option is not required, the clauses below should be replaced with 'Not used'. Drafters should also select the appropriate option in clause 8.3.1.

- 8.3.1** If at any time the Commonwealth Representative determines by Audit and Surveillance in accordance with clause 8.1 or otherwise that, in relation to the production of the Supplies:
- a. the quality system being applied no longer conforms to the Certified QMS;
 - b. the quality procedures and processes do not conform to the [...INSERT 'Approved Quality Plan' OR 'Contractors Quality Plan' AS APPROPRIATE...]; or
 - c. the products produced do not conform to agreed product specifications,
- then the Commonwealth Representative may notify the Contractor of the details of the non-conformance and require the Contractor to correct the non-conformance within the period specified in the notice.
- 8.3.2** The Contractor shall take whatever action is necessary to correct a legitimate quality system / process / product non-conformance within the period specified in the notice issued under clause 8.3.1 or within any period agreed in writing by the Commonwealth Representative, and shall notify the Commonwealth Representative immediately upon taking corrective action. The Commonwealth may perform an Audit to verify that the non-conformance has been corrected.

8.4 Non-Conforming Supplies (Core)

- 8.4.1** If the Contractor seeks to use non-conforming materials or work in the Supplies, it shall develop and deliver an Application for a Deviation, together with all supporting documentation, in accordance with CDRL Line Number MGT-1400. The Contractor may seek, through an Application for a Deviation, Commonwealth Approval of a Deviation on a temporary or permanent basis.
- 8.4.2** The Commonwealth shall use reasonable endeavours to consider an Application for a Deviation within a reasonable timeframe, having regard to:
- a. the nature of the non-conformance(s) identified in the Application for a Deviation;
 - b. the impact that the non-conformance(s) may have on the operation, use and support of the Supplies;
 - c. the effect on the Capability and other impacts on the Commonwealth associated with the non-conformances; and
 - d. the availability of the resources required to assess the Application for a Deviation,
- and may advise the Contractor of the timeframe within which it expects to be able to evaluate the Application for a Deviation and provide Approval or otherwise.
- 8.4.3** The Commonwealth may Approve or not Approve an Application for a Deviation, and may provide Approval subject to any amendments to, or conditions on the Approval of, the Application for a Deviation as deemed necessary by the Commonwealth Representative.
- 8.4.4** Any Approval of an Application for a Deviation shall not release the Contractor from due performance of any of its obligations under the Contract, except to the extent specifically set out in the Approved Application for a Deviation.
- 8.4.5** The Contractor acknowledges that Approval of an Application for a Deviation does not constitute a representation that the Commonwealth Representative will Approve an Application for a Deviation for the same or a similar non-conformance in the future.
- 8.4.6** If a temporary Application for a Deviation (ie, one that does not involve a permanent design change) is Approved, the Contractor shall undertake all actions to rectify the non-conformance in accordance with the timeframes and any other requirements for such rectification, or to meet any conditions specified in the Approved Application for a Deviation.

- 8.4.7** When the Contractor has rectified the non-conformance(s) in an Approved temporary Application for a Deviation, it shall notify the Commonwealth and seek closure of the Application for a Deviation by submitting, with the notice, evidence to demonstrate that the applicable non-conformance(s) have been rectified ('Request for Closure of a Deviation').
- 8.4.8** Upon receipt of the Request for Closure of a Deviation, the Commonwealth will consider the evidence contained in it and will, within a reasonable period, having regard to:
- the nature of the non-conformance(s);
 - the nature, extent and completeness of evidence provided by the Contractor for review by the Commonwealth; and
 - the availability of the resources required to assess the evidence,
- review the Request for Closure of a Deviation and accompanying evidence and, by notice to the Contractor, either:
- confirm that the identified non-conformance(s) have been rectified and that the temporary Application for a Deviation can be closed; or
 - reject the Request for Closure of a Deviation, and provide reasons for the rejection.
- 8.4.9** If the Commonwealth rejects a Request for Closure of a Deviation, the Contractor shall:
- address the Commonwealth's concerns identified in its notice of rejection within 10 Working Days (or other timeframe agreed between both parties); and
 - once the Commonwealth's concerns have been addressed to the satisfaction of the Commonwealth Representative, resubmit the Request for Closure of a Deviation in accordance with clause 8.4.7.

8.5 System Acceptance (Optional)

Option: To be included when clause 4.7 (System Certification) is not included in the SOW.

- 8.5.1** The Contractor shall develop, deliver and update a Design Certificate in accordance with CDRL Line Number ENG-810.

Note to drafters: Holding an SAA prior to Mission System Acceptance is optional. SAAs may not be required if Commonwealth review of the V&V program results, FCAs and PCAs, is considered sufficient.

Option: Include when SAAs are required to be held.

- 8.5.2** The Contractor acknowledges that the objectives of the System Acceptance Audit (SAA) are to:
- demonstrate that each Mission System and the related Support System Components being offered for Acceptance (SAA Supplies) meet the required criteria, including specified requirements, necessary to enable Acceptance;
 - confirm that, prior to Acceptance, each Mission System has been assessed as safe and that any applicable certifications, design registrations and other regulatory conformance requirements have been satisfied; and
 - confirm that sufficient Support Resources and Training have been delivered to enable the Mission System(s) to be operated and supported in accordance with the DOR.
- 8.5.3** Prior to offering each Mission System (or group of Mission Systems) for Acceptance, the Contractor shall conduct a MSR, the SAA, in accordance with clause 3.9.4 and the Approved PMP.

9. HEALTH, SAFETY AND ENVIRONMENT (CORE)

9.1 Problematic Substances and Problematic Sources (Core)

9.1.1 Problematic Substances (Core)

Note to drafters: Drafters need to insert either the Hazard Log if Option A in clause 4.6.6.3.4 is selected or Materiel Safety Assessment if Option B in clause 4.6.6.3.6 is selected.

- 9.1.1.1** The Contractor shall not deliver Supplies containing or emitting a Problematic Substance unless the Problematic Substance is an Approved Substance identified in, and is only used for the purposes specified in, the [...INSERT 'Hazard Log' OR 'Materiel Safety Assessment'...] as developed, delivered and updated in accordance with clause 4.6.6.3.

Option: Include the following clauses when the Contract involves work on Commonwealth Premises (eg, site installations or V&V activities) that could involve Problematic Substances.

- 9.1.1.2** The Contractor shall not use, handle or store a Problematic Substance on Commonwealth Premises in connection with the Contract, unless the Problematic Substance is an Approved Substance that is used, handled or stored for the purpose for which it is Approved in the Health and Safety Management Plan (HSMP) or, in respect of the Supplies, the [...INSERT 'Hazard Log' OR 'Materiel Safety Assessment'...].
- 9.1.1.3** When Approved Substances are to be brought onto Commonwealth Premises by the Contractor, the Contractor shall notify the Commonwealth Representative of the proposed maximum quantities or volumes (as applicable) and location(s) at least 10 Working Days before the Approved Substances are to be brought onto Commonwealth Premises.
- 9.1.1.4** Without limiting clause 9.1.1.2, the Contractor may, in connection with work on Commonwealth Premises, discover a Problematic Substance, identify the need for a new Problematic Substance, or propose a new purpose for an Approved Substance, and in such circumstances the Contractor shall notify the Commonwealth Representative as soon as practicable thereafter and, in any event, within five Working Days.
- 9.1.1.5** When the Contractor notifies the Commonwealth Representative under clause 9.1.1.4, the Contractor shall:
- a. not use the Problematic Substance, except as otherwise Approved by the Commonwealth Representative;
 - b. within 10 Working Days, provide to the Commonwealth Representative:
 - (i) an updated HSMP, which details of the new Problematic Substance or the new purpose for an Approved Substance;
 - (ii) for a newly identified Problematic Substance, a Safety Data Sheet prepared in accordance with CDRL Line Number MGT-1100; and
 - (iii) if a new Authorisation is required, evidence that the Contractor has, or will obtain in a timely manner, that Authorisation; and
 - c. if the Commonwealth Representative does not Approve a Problematic Substance that was discovered under clause 9.1.1.4, take whatever measures are considered necessary or prudent by the Commonwealth Representative to remove the Problematic Substance and to avoid or mitigate any associated risks.
- 9.1.1.6** The Contractor acknowledges and agrees that certain Hazardous Chemicals will not be Approved for use on Commonwealth Premises under any circumstances including, as identified in WHS Regulations 2011 (Cth):
- a. carcinogens under subregulation 5(1);
 - b. Hazardous Chemicals with restricted use under regulation 382; and
 - c. Hazardous Chemicals involving a lead process as described by regulation 392.
- 9.1.1.7** The Contractor shall advise the Commonwealth of the existence of a substance which is not a Problematic Substance that could be substituted for any Approved Substance without significant detriment to the performance of work under the Contract, as soon as practicable.

9.1.2 Problematic Sources (Optional)

Note to drafters: *This clause should be included if work on Commonwealth Premises requires the use of a Problematic Source. If not required, the clause may be replaced with a single 'Not used'. If the need for the clause is unclear, the clause may be included in the RFT with the following note to tenderers. Refer to the SOW Tailoring Guide for more information.*

Note to tenderers: *This clause will be included in the resultant Contract if the Contract involves work on Commonwealth Premises that will require the use of a Problematic Source.*

9.1.2.1 Where work performed under the Contract on Commonwealth Premises requires the use of a Problematic Source, the Contractor shall:

- a. only use the Problematic Source:
 - (i) for a purpose that is Approved by the Commonwealth Representative and specified in the Approved HSMP; and
 - (ii) in accordance with the applicable source licence or facility licence; and
- b. where the Problematic Source is not covered by a Defence source or facility licence (eg, a Contractor-owned Problematic Source), provide evidence of the applicable Authorisation (eg, the Contractor's source licence) to the Commonwealth Representative before commencing the work that involves the Problematic Source.

Note to drafters: *Insert applicable references in the clause below, including chapters from the Defence Radiation Safety Manual for the applicable type(s) of radiation when these are known. If not known, a note to tenderers may be added to identify that the clause will be updated based on information provided by the preferred tenderer.*

9.1.2.2 Without limiting the Contractor's obligations under clause 12.4 of the COC, the Contractor shall ensure that work involving a Problematic Source on Commonwealth Premises is performed in accordance with:

- a. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...]; and
- b. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...].

9.1.2.3 Without limiting clause 9.1.2.1, if the Contractor proposes to introduce a new Problematic Source for work on Commonwealth Premises, or a change to the Approved purpose of an existing Problematic Source, the Contractor shall, at least 20 Working Days prior to the intended change or as otherwise agreed by the Commonwealth Representative:

- a. deliver an updated HSMP to the Commonwealth Representative; and
- b. where a new or amended Authorisation is required, provide evidence to the Commonwealth Representative that the Contractor has, or will obtain in a timely manner, that Authorisation.

Option: *Include this option if the Commonwealth may supply an item (eg, as GFE) containing a Problematic Source to the Contractor.*

9.1.2.4 Where work performed under the Contract involves the use of a Problematic Source supplied by the Commonwealth (or a person on behalf of the Commonwealth), the Commonwealth shall provide the Contractor with details of the Problematic Source sufficient to enable compliance with the applicable WHS Legislation.

9.2 Environmental Management (Optional)

Note to drafters: *If there will be no significant Environmental management issues in connection with the work conducted under the Contract, in Australia on Contractor or Commonwealth Premises (eg, during installation or V&V), then the clauses under this heading may be replaced with a single 'Not used'. Note that environmental approvals for new or modified Facilities are usually managed by SEG through separate arrangements. If the need for these clauses is unclear, the clauses may be included in the RFT with the following note to tenderers; otherwise the note should be deleted.*

Note to tenderers: *The following clause will be included in the Contract if the Contractor will perform work in Australia that involves or is likely to involve significant environmental issues,*

or that will be performed at a site identified as having significant environmental management requirements.

- 9.2.1** The Contractor shall perform all applicable work under the Contract in accordance with clause 12.5 of the COC and clause 9 of the SOW and in accordance with the environmental management elements of the Approved PMP.
- 9.2.2** The Contractor shall have an Environmental Management System (ENVMS) to ensure that work performed under the Contract, within Australia, complies with applicable legislation and Commonwealth policy. The Commonwealth shall be entitled to access the ENVMS in accordance with clause 11.7 of the COC.
- 9.2.3** The Contractor's ENVMS shall include the following environmental-related records:
- applicable Authorisations;
 - risk assessments and control measures; and
 - the environmental management elements of the Approved PMP and all associated plans, processes, procedures and instructions supporting those elements of the Approved PMP.

Option: Include this option if work will be performed on Commonwealth Premises either temporarily, such as installation work, or when the Contractor will be provided with GFF.

- 9.2.4** Without limiting the Contractor's obligations under clause 12.5 of the COC, the Contractor shall ensure that work performed on Commonwealth Premises is performed in accordance with:
- [... INSERT REFERENCE EG, 'Defence Environmental Management Plan'...];
 - [... INSERT REFERENCE EG, '[Base] Heritage Management Plan'...]; and
 - [... INSERT REFERENCE INCLUDING DOCUMENT AND SECTION ...].
- 9.2.5** Unless otherwise agreed in writing by the Commonwealth Representative (eg, to modify Commonwealth Premises), the Contractor shall not degrade the Environment and heritage qualities of Commonwealth Premises through the Contractor's use or occupation of the Commonwealth Premises.
- 9.2.6** Except to the extent that waste disposal is provided as a GFS, the Contractor shall dispose of all debris and waste (hazardous and non-hazardous) arising out the activities performed by the Contractor on Commonwealth Premises in a safe and effective manner and in accordance with all laws, regulations, Authorisations and Defence policies applicable to the site.

9.3 Work Health and Safety (Core)

9.3.1 Acknowledgement of WHS Advice - GFE

Option: Include the following clauses when GFE will be provided under the Contract. If no GFE will be provided, replace these clauses with 'Not used'.

- 9.3.1.1** The Contractor acknowledges that hazards may be present within GFE, which may be relevant to the Supplies or the work to be performed under the Contract.
- 9.3.1.2** The Contractor acknowledges that hazards within or relating to the installation, use, operation or support of GFE are identified within the associated Technical Data (including operator and maintenance manuals, installation instructions, maintenance records and test results, as applicable), which provide warnings that were, at the time of publishing, considered suitable for competent persons that are appropriately trained in similar or related trades and professions.

9.3.2 Acknowledgement of WHS Advice – Commonwealth Premises

Note to drafters: Clauses 9.3.2.1 and 9.3.2.2 are applicable to Contractor Personnel working on Commonwealth Premises and where hazards will be present in, or in proximity of, the Contractor's work area on Commonwealth Premises. These clauses may only be replaced with 'Not used' if the Contractor will not be working on Commonwealth Premises (either temporarily

or in GFF) or if no hazards (including Problematic Substances, Problematic Sources, noise or other hazards) exist at the 'applicable Commonwealth Premises'. Refer to the SOW Tailoring Guide for guidance.

Option: Include these clauses when the Contractor may be required to conduct work on Commonwealth Premises where WHS hazards exist.

- 9.3.2.1** The Contractor acknowledges that Annex C to the SOW provides a list of known hazards present on Commonwealth Premises where work may be performed under the Contract ('the applicable Commonwealth Premises').
- 9.3.2.2** If the Contractor is in doubt as to the location of a hazard at the applicable Commonwealth Premises, the Contractor shall perform its obligations under the Contract on the basis that the hazard is present, unless and until it is verified that the hazard is not present.

9.3.3 Planning for and Management of WHS Duties

Note to drafters: Applicable WHS Legislation is referenced in COC clause 12.4. Drafters should update the list below to include Defence-specific requirements such as Base WHS Plans and site-specific safety management requirements, when applicable. References may include local plans and procedures, chapters of the Defence Safety Manual (SafetyMan), and system safety manuals, depending upon the systems, materials used, and the location(s) of work. Refer to the SOW Tailoring Guide for guidance.

Option: Include the following clauses when work will be performed on Commonwealth Premises or involves Commonwealth Personnel on Contractor or Subcontractor Premises.

- 9.3.3.1** Without limiting the Contractor's obligations under clause 12.4 of the COC, the Contractor shall ensure work to be performed under the Contract involving Commonwealth Personnel on Contractor Premises (including Approved Subcontractor premises), or undertaken at the applicable Commonwealth Premises, is performed in accordance with the:
- a. Defence Safety Manual:
 - (i) Hazardous Chemicals Management Procedure 30 – Levels of Control for Contractors;
 - (ii) Work Health and Safety Risk Management Policy; and
 - (iii) [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...];
 - b. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...]; and
 - c. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...].

Note to drafters: Select Option A for a stand-alone HSMP or Option B if WHS planning is be rolled up into the PMP (and amend the CDRL to remove the stand-alone HSMP). A HSMP will be required whenever work (of an industrial nature) will be performed on Commonwealth Premises. Refer to the SOW Tailoring Guide for guidance. Amend the clauses that follow for the selected plan.

Option A: For when a stand-alone Health and Safety Management Plan is required.

- 9.3.3.2** The Contractor shall develop, deliver and update a HSMP in accordance with CDRL Line Number MGT-1110.

Option B: For when planning for WHS management may be rolled up into the PMP.

- 9.3.3.3** The Contractor shall address WHS compliance and management issues as part of the PMP.

- 9.3.3.4** The Contractor shall provide the Supplies and perform the work under the Contract in accordance with clause 12.4 of the COC and clause 9 of the SOW, and in accordance with the [...INSERT EITHER 'Approved HSMP' OR 'WHS management elements of the Approved PMP'...].

Note to drafters: Clauses 9.3.3.5 and 9.3.3.6 must be, and clauses 9.3.3.7 and 9.3.3.8 may be, included if work of an industrial nature to be performed under the Contract is subject to the WHS Legislation, including work on Commonwealth Premises. If no work of an industrial nature will be subject to the WHS Legislation (eg, production will occur overseas and a local office performs contract management only), then a WHSMS may not be required and both options below may be deleted. If the need for a WHSMS is unclear, the clauses may be included in the RFT with the following note to tenderers, otherwise the note to tenderers should be deleted. Refer to the SOW Tailoring Guide for guidance.

Note to tenderers: The following clauses for a WHSMS shall be included in the Contract if work of an industrial nature (eg, production, installation, etc) will be subject to the WHS Legislation, including work carried out on Commonwealth Premises.

Option: Include this option when work of an industrial nature to be performed under the Contract is subject to the WHS Legislation (eg, is performed in Australia).

9.3.3.5 The Contractor shall have a WHS Management System (WHSMS) to ensure that work performed by the Contractor under the Contract:

- a. complies with applicable legislation relating to WHS (including the WHS Legislation) and Commonwealth policy; and

Note to drafters: If no work will be performed on Commonwealth Premises, then subclause b may be deleted and subclause a merged with the stem of clause 9.3.3.5.

- b. for work performed on Commonwealth Premises, is consistent with the WHSMS, procedures and instructions in operation on the applicable Commonwealth Premises.

9.3.3.6 The Contractor's WHSMS shall include the following WHS related records:

- a. WHS-related Authorisations;
- b. safe work method statements required under the applicable WHS Legislation in relation to the work performed under the Contract;
- c. WHS-related risk assessments and control measures including, where applicable, work-related risks for Commonwealth Personnel located at the Contractor's and/or Approved Subcontractors' premises;
- d. workplace registers and records required to be maintained under the applicable WHS Legislation; and
- e. the [...INSERT EITHER 'Approved HSMP' OR 'WHS management elements of the Approved PMP'...] and all associated plans, processes, procedures and instructions supporting the [...INSERT EITHER 'Approved HSMP' OR 'WHS management elements of the Approved PMP'...].

Option: To be included if a WHSMS Certified to AS/NZS ISO 45001:2018, 'Occupational health and safety management systems—Specification with guidance for use', is required under the Contract.

9.3.3.7 The Contractor's WHSMS required by clause 9.3.3.5 shall be Certified to AS/NZS ISO 45001:2018 on the Effective Date or from another date agreed by the Commonwealth Representative.

9.3.3.8 The Contractor shall maintain the WHSMS in clause 9.3.3.7 and shall notify the Commonwealth Representative of any changes to the Certification status of the Contractor.

9.3.3.9 The Contractor shall ensure that the Contractor's representative consults, co-operates and co-ordinates activities with the Commonwealth Representative and Associated Parties in relation to the management of WHS issues and shall ensure that Contractor Personnel consult, co-operate and co-ordinate activities with Commonwealth Personnel and other workers in order to ensure that the work required to be performed under the Contract is performed safely.

9.3.4 Work on Commonwealth Premises

Note to drafters: The following clauses are to be included when work will be performed on Commonwealth Premises (eg, installations or V&V activities). If not required, the clauses can be replaced with a single clause stating 'Not used'.

9.3.4.1 The Contractor shall ensure that all Subcontractors undertaking work on the applicable Commonwealth Premises comply with the requirements of the Contractor's WHSMS.

9.3.4.2 The Contractor shall ensure that Contractor Personnel who will perform work at the applicable Commonwealth Premises participate in any safety-related induction training or site induction briefings provided by Defence, or Associated Parties, as applicable. The Contractor shall ensure that Contractor Personnel attending the safety-related training or site induction briefings sign an attendance form or site safety induction form, as applicable.

Note to drafters: The following clause may be split and/or repeated if there are different management programs at different Commonwealth Premises where the Contractor will work.

9.3.4.3 The Contractor shall participate in the Commonwealth's WHS management programs for [...INSERT THE NAMES OF DEFENCE SITES WHERE WORK WILL BE UNDERTAKEN...] and shall attend WHS management meetings, which shall be held approximately [...INSERT TIMEFRAME, eg, 'every four months'...], upon request.

9.3.4.4 When the Contractor discovers a hazard to WHS at the applicable Commonwealth Premises, which is additional to the hazards identified under clauses 9.3.1 and 9.3.2, the Contractor shall:

- a. immediately notify the Commonwealth Representative, detailing the hazard;
- b. if applicable to a Problematic Substance, take action in accordance with clause 9.1;
- c. follow all instructions and directions of the Commonwealth Representative (if any) and take all reasonable steps to eliminate or minimise the risks to WHS associated with the identified hazard; and
- d. provide to the Commonwealth Representative, within 10 Working Days of discovery of the hazard and when the hazard has not been eliminated, a proposed update to the WHSMS, which identifies the hazard and describes the risk mitigation strategies necessary to address the related WHS risks.

9.3.5 WHS of Commonwealth Personnel on Contractor or Approved Subcontractor Premises

Note to drafters: Include the following clauses if Commonwealth Personnel will be located on Contractor or Subcontractor premises. If the Contract does not have this requirement, then the clauses can be replaced with a single clause stating 'Not used'.

Note to drafters: The first subclause below covers the Contractor and/or Subcontractor premises under the WHS Legislation (ie, generally within Australia), whereas the second subclause covers locations not covered by the WHS Legislation. If only one of these situations applies, the clause may be modified accordingly.

9.3.5.1 Where Commonwealth Personnel are located at Contractor and/or Approved Subcontractor premises, the Contractor shall, so far as is reasonably practicable, ensure that the physical work environment is without risks to health and safety and that adequate facilities are provided for the welfare of those Commonwealth Personnel. For Contractor and/or Approved Subcontractor premises in locations where:

- a. the WHS Legislation applies to work performed under the Contract at that location, the workplace shall be managed in accordance with the code of practice approved under section 274 of the *Work Health and Safety Act 2011* (Cth), *Managing the Work Environment and Facilities*, except where the Contractor and/or Approved Subcontractor complies with the WHS Legislation in a manner that is different from the relevant code of practice but provides a standard of work health and safety that is equivalent to or higher than the standard required in the code of practice; or
- b. otherwise, the Contractor shall, and shall ensure that Approved Subcontractors, co-operate with the Commonwealth so far as is reasonably practicable to enable the

Commonwealth to fulfil its obligations under the WHS Legislation to Commonwealth Personnel.

- 9.3.5.2** Prior to the commencement of work by Commonwealth Personnel at the Contractor's and/or Approved Subcontractors' premises, the Contractor shall, when requested, facilitate WHS-related inspections, by the Commonwealth Representative or authorised delegate(s), of the locations to be occupied by the Commonwealth Personnel.
- 9.3.5.3** The Contractor shall ensure, before or as soon as practicable after the commencement of work at a Contractor's or Approved Subcontractors' premises, that Commonwealth Personnel are provided with:
- a. induction training and/or other safety briefings applicable to the work and location; and
 - b. access to safety procedures applicable to the work and location.
- 9.3.5.4** The Commonwealth shall ensure that Commonwealth Personnel who are required to work at the Contractor's or Approved Subcontractors' premises participate in any safety induction training and site safety induction briefings that are provided by the Contractor in accordance with clause 9.3.5.3.
- 9.3.5.5** The Contractor shall notify the Commonwealth Representative of corrective action requirements and remediation activities resulting from WHS Audits applicable to the Contractor's and Approved Subcontractors' premises occupied by Commonwealth Personnel.

9.4 Incident Reporting and Remediation (Core)

- 9.4.1** The Contractor shall report, in accordance with the *Defence Safety Manual, Work Health and Safety Event (Incident) Reporting Policy and Guidance*, any Notifiable Incident that involves:
- a. Contractor Personnel on Commonwealth Premises;
 - b. Commonwealth Personnel on Contractor Premises; or
 - c. Contractor Personnel on Contractor Premises where the incident arises out of the conduct of the Commonwealth's business or undertaking (including in connection with GFM or a Commonwealth specified system of work).
- 9.4.2** The report provided under clause 9.4.1 shall include the provision of a completed Department of Defence Form AE527 (as amended or replaced from time to time), or be provided using the Sentinel Event Kiosk on the Defence Protected Network (if applicable).
- 9.4.3** The Contractor shall, in respect of any Notifiable Incident arising out of or in connection with the Contract:
- a. if a Notifiable Incident occurs on Commonwealth Premises (including, if applicable, within GFF), preserve the incident site until the Commonwealth regulator has confirmed that the site may be released (as advised either directly or through the Commonwealth);
 - b. immediately provide the Commonwealth Representative with a copy of the notice required to be provided to the relevant Commonwealth, State or Territory regulator;
 - c. promptly provide the Commonwealth Representative with a copy of any investigation report relating to the Notifiable Incident;
 - d. promptly provide the Commonwealth Representative with copies of any notice or other documentation issued by the relevant Commonwealth, State or Territory regulator; and
 - e. within 10 Working Days of the date of notification to the relevant Commonwealth, State or Territory regulator, provide the Commonwealth Representative with a summary of the related investigations, actions to be taken, and any impact on the Contract that may result from the Notifiable Incident.
- 9.4.4** The Commonwealth shall immediately inform the Contractor of any Notifiable Incident involving Contractor Personnel on Commonwealth Premises, of which it is aware, and

provide the Contractor with a copy of the notice that is provided by the Commonwealth to the Commonwealth regulator about the Notifiable Incident.

Option: Include the following clause if clause 9.2, *Environmental Management*, is included in the Contract.

- 9.4.5** If an Environmental Incident occurs in relation to work performed under the Contract within Australia, the Contractor shall:
- a. as soon as possible after the Environmental Incident, inform the Commonwealth Representative of relevant details, including the nature of the event, cause(s) and effects known to the Contractor; and
 - b. within 10 Working Days after the Environmental Incident, notify the Commonwealth Representative of:
 - (i) any further details regarding the incident;
 - (ii) any directions given by any regulatory authority;
 - (iii) containment, recovery or other remediation effort that remains to be completed;
 - (iv) the impact, if any, on the Contractor's performance of the Contract; and
 - (v) the steps taken, or which may reasonably be undertaken, to ensure that the Environmental Incident does not recur.

Option: Include the following clause if any CMCA may contain Ozone Depleting Substances or Synthetic Greenhouse Gases.

- 9.4.6** The Contractor shall notify the Commonwealth Representative within 10 Working Days of becoming aware of any actual or suspected incident involving the release or leakage of Ozone Depleting Substances or Synthetic Greenhouse Gases from CMCA, except where the release is:
- a. required to occur as part of planned work activities; and
 - b. managed by an appropriately licensed or authorised entity.

10. AUSTRALIAN INDUSTRY CAPABILITY (CORE)

Note to drafters: An AIC program, as per this clause, is required if the expected value of any resultant Contract will equal or exceed \$20 million (including GST, duties, etc). The clause includes AIC Subcontractors; however, if it is known that the draft Contract will not include AIC Subcontractors, then the clause may be amended to remove them.

ASDEFCON (Strategic Materiel) includes a number of optional clauses that may be considered for larger ASDEFCON (Complex Materiel) Volume 2 contracts. These may require considerable management effort by all parties involved, and the expected benefits would need to justify the additional overheads. Refer to the AIC Guide for ASDEFCON for further information.

If the expected value of any resultant Contract is less than \$20 million, drafters should refer to the AIC Guide for ASDEFCON for guidance on the applicable AIC provisions to be included here.

10.1 AIC Management (Core)

- 10.1.1** The Contractor shall develop, deliver and update an AIC Plan in accordance with CDRL Line Number AIC-100.
- 10.1.2** The Contractor shall manage and conduct the AIC program in accordance with the Approved AIC Plan, this clause 10, Attachment F, and clause 4 of the COC.
- 10.1.3** The Contractor shall provide progress and performance reports for the AIC program as part of each applicable CSR, as required by the CDRL.
- 10.1.4** The Contractor shall provide an AIC Compliance Certificate at the same time as each applicable CSR delivery. The Contractor shall also ensure that each AIC Subcontractor provides an AIC Compliance Certificate, which are to be included with each applicable CSR.
- 10.1.5** The Contractor shall also provide an AIC Compliance Certificate to accompany each Australian Contract Expenditure (ACE) measurement report, as required under clause 10.1.6. The parties acknowledge that AIC Subcontractors are not required to provide AIC Compliance Certificates to accompany the ACE measurement reports.
- 10.1.6** The Contractor shall provide an ACE measurement report within 30 Working Days after the occurrence of an ACE Measurement Point, which provides sufficient information and supporting documentation to establish, to the satisfaction of the Commonwealth Representative:
- a. the Achieved ACE Percentage at that ACE Measurement Point; and
 - b. that the Achieved ACE Percentage has been properly determined in accordance with the Contract.
- 10.1.7** The ACE measurement report required under clause 10.1.6 shall include a breakdown of the actual costs incurred and other amounts paid by the Commonwealth under the Contract, up until and including the ACE Measurement Point, with this breakdown to be provided to level 4 of the CWBS in respect of each of the following categories, separating amounts in respect of each category into ACE and Imported Contract Expenditure (ICE):

Note: This cost breakdown is only required for the Contractor and each AIC Subcontractor.

- a. in respect of the Contractor:
 - (i) labour costs (excluding labour provided through a Subcontract);
 - (ii) materials costs (excluding materials provided through a Subcontract);
 - (iii) other direct costs, including travel and accommodation costs;
 - (iv) Subcontract prices (other than prices for AIC Subcontractors and their Subcontractors, with the breakdown of the Subcontract price into ACE and ICE amounts to be provided for as many Subcontractors as necessary, up to a maximum of 10 or to provide visibility of 90% of the total stated Subcontract ACE value (whichever results in the smaller number of Subcontractors), with all other Subcontractors amalgamated and provided as a separate entry, showing consolidated amounts for ACE and ICE);

- (v) indirect overheads; and
- (vi) all remaining price elements, including management reserve, profit and incentives, as applicable to the Contractor's work scope and in relation to Subcontracts; and
- b. in respect of each AIC Subcontractor:
 - (i) labour prices (excluding labour provided through a Subcontract);
 - (ii) materials prices (excluding materials provided through a Subcontract);
 - (iii) other direct prices, including travel and accommodation; and
 - (iv) Subcontract prices (inclusive of all Subcontractors to the AIC Subcontractor, with the breakdown of the Subcontract price into ACE and ICE amounts to be provided for as many Subcontractors as necessary, up to a maximum of 5 or to provide visibility of 80% of the total stated Subcontract ACE value (whichever results in the smaller number of Subcontractors), with all other Subcontractors amalgamated and provided as a separate entry, showing consolidated amounts for ACE and ICE).

10.1.8 When a CSR is due at approximately the same time as the ACE measurement report, the Contractor may submit a single AIC Compliance Certificate to cover both requirements.

10.1.9 Without limiting the respective parties' rights and obligations under clause 11.7 of the COC, the Commonwealth may conduct:

- a. a review at the Contractor's premises prior to, or following, the submission of the first CSR to assess and verify the adequacy of the Contractor's financial management information system and data collection methods, particularly to confirm the implementation of the ACE Measurement Rules in accordance with clause 7.14 of the COC; and
- b. AIC program reviews, no more frequently than annually, at the Contractor's premises and/or the premises of AIC Subcontractors to verify the nature and level of the work actually performed and the achievements against the requirements of this clause 10 and Attachment F, including against the Approved AIC-related plans and the Subcontractor AIC Plans.

Option: This clause may be included if clause 3.2.4 is included in the SOW.

10.1.10 The Commonwealth Representative may agree that the review of the Contractor's implementation of ACE Measurement Rules under clause 10.1.9 can be combined with the Earned Value Management System Review in accordance with clause 3.2.4.

10.1.11 The Contractor shall facilitate, and shall ensure that AIC Subcontractors facilitate, the AIC program reviews undertaken in accordance with clause 10.1.9.

10.1.12 The Contractor shall flow down the AIC program review requirements of this clause 10.1 to AIC Subcontractors.

10.2 General AIC Activities (Core)

10.2.1 General

10.2.1.1 The Contractor shall undertake the required activities to support the achievement of the AIC Objectives in accordance with the Approved AIC Plan, and other applicable Approved plans, including:

- a. undertaking, designing, developing, implementing, and achieving Acceptance of (as applicable) the Australian Industry Activities (AIAs) identified in Attachment F, including undertaking any activities that are necessary or incidental to these AIAs, such as the transfer of technology, TD/IP, know-how and know-why;
- b. providing, as part of the CMS, a schedule of planned activities supporting the execution of the Approved AIC Plan;
- c. conducting AIC progress meetings to review progress against the Approved AIC-related plans, Subcontractor AIC Plans, and the activities required under this

clause 10, with these AIC progress meetings to be conducted as part of each CPR under clause 3.9.3;

- d. for proposed procurements associated with the Materiel System, continually and proactively working to identify additional opportunities for Australian Industry (particularly SMEs) to participate in the Contract work and include these opportunities into the Contract in accordance with the Approved AIC Plan and clause 10.4;

Option: This subclause is to be included if clause 10.2.2 is included in the draft SOW.

- e. conducting industry forums in accordance with clause 10.2.2 or as otherwise agreed between the parties; and

- f. conducting other activities as set out in this clause 10, Attachment F, and the Approved AIC Plan.

Option: Include the requirement for industry forums when the scope of subcontracting with Australian Industry over an extended period is likely to be significant.

10.2.2 Industry Forums

10.2.2.1 The Contractor shall conduct industry forums to brief Australian Industry on the procurement opportunities for the Contract, as identified in the Approved AIC Plan (or as may arise when circumstances change and new or amended procurement opportunities become available), including the likely scope, how Australian Industry could participate, timelines, points of contact and other salient details (eg, security and Sovereignty). Wherever practicable, these industry forums should be conducted using appropriately secure video conferencing.

10.2.2.2 The Contractor shall ensure that AIC Subcontractors participate in industry forums where materially relevant to the achievement of the AIC Objectives.

10.2.2.3 In the period between SRR and PDR and at other times as set out in the Approved AIC Plan, the Contractor shall advise the Commonwealth each month, by notice, of the planned industry forums which are proposed to be conducted over the next three-month period.

10.2.2.4 The Commonwealth will advise the Contractor of the Commonwealth's intention to attend any or all of the industry forums under clause 10.2.2.3.

10.2.2.5 Where the Commonwealth provides the Contractor with less than 10 Working Days advance notice of its intention to attend an industry forum, the Contractor shall use reasonable endeavours to facilitate any Commonwealth request made under clause 10.2.2.3.

10.2.2.6 Prior to each industry forum, the Contractor shall deliver the Agenda for that forum in accordance with CDRL Line Number AIC-110.

10.2.2.7 Prior to each industry forum, the Contractor shall deliver the Presentation Package for that forum in accordance with CDRL Line Number AIC-120.

10.2.2.8 Following each industry forum, the Contractor shall deliver the Minutes for that forum in accordance with CDRL Line Number AIC-130.

10.2.3 Subcontracting Requirements for AIC

10.2.3.1 The Contractor shall flow down AIC program management requirements into each Subcontract with an AIC Subcontractor, which requires the AIC Subcontractor to:

- a. develop, deliver and update a Subcontractor AIC Plan, which details the specific activities and other commitments that the AIC Subcontractor will undertake in connection with the performance of its Subcontract;

- b. report achievements against the Subcontractor AIC Plan; and
- c. conduct other activities, as required by the Contract, to support achievement of the AIC Objectives.

10.2.3.2 Upon request, the Contractor shall provide the Commonwealth Representative with a copy of the Subcontractor AIC Plan(s) within five Working Days of the request.

10.2.3.3 The Contractor shall ensure that AIC Subcontractors manage and conduct their AIC programs in accordance with their Subcontractor AIC Plans.

10.2.3.4 If, at any time, the Contractor identifies any Issues or risks in relation to the provision of Technical Data to ANZ Subcontractors, which could materially affect or undermine the achievement of the AIC Obligations, the AIC Objectives, or the work allocated to an ANZ Subcontractor, the Contractor shall notify the Commonwealth within five Working Days of identifying the Issue(s) or risk(s).

10.2.3.5 The Commonwealth may request an extraordinary meeting, in accordance with clause 3.9.2, to discuss how the identified Issue(s) or risk(s) in accordance with clause 10.2.3.4 will be addressed.

10.3 Development and Sustainment of Defence-Required Australian Industrial Capabilities (Optional)

Note to drafters: *DRAICs specify requirements relating to Sovereign Defence Industrial Priorities (SDIPs), or other initiatives (eg, not directly related to a SDIP) to create, enhance or maintain key Industrial Capabilities. The complexity of introducing or sustaining these Industrial Capabilities means that a DRAIC operates as a sub-project / sub-program, with commensurate management requirements. Refer to the AIC Guide for ASDEFCON for further information.*

If DRAICs are to be included in the draft Contract (and specified in Attachment F), drafters are to transfer the relevant clauses from ASDEFCON (Strategic Materiel), including SOW clause 10.3 and, if applicable, Option C under clause 10.4. Include MSR requirements in clause 3.9.4 and SOW Annex D of this template, and transfer details for DRAIC Readiness Reviews (DRAICRRs) from the DRAICRR Checklist in the ASDEFCON (Strategic Materiel) template.

10.3.1 Not Used

10.4 Supply Chain Management (Core)

10.4.1 General

Note to drafters: *Refer to the AIC Guide for ASDEFCON for further information.*

10.4.1.1 Without limiting or otherwise affecting the operation of the parties' rights and obligations in the Contract, the Contractor shall undertake all supply chain management activities, including procurement and subcontracting activities relating to suppliers that either are, or may become, Subcontractors, in accordance with the Approved AIC Plan, and this clause 10.4.

10.4.1.2 The Contractor shall ensure that AIC Subcontractors, particularly those resident overseas, undertake their supply chain management activities:

- a. in accordance with their respective Subcontractor AIC Plans and the Approved AIC Plan; and
- b. in a manner that promotes achievement of the AIC Objectives and realises tangible and sustainable Industrial Capabilities that will provide benefit to Defence.

10.4.2 Procurement Activities Leading to Subcontract – Requirements for AIC

10.4.2.1 The parties acknowledge and agree that the requirements under this clause 10.4.2 are only applicable to:

- a. those activities associated with engaging with potential Subcontractors in relation to the procurement of systems, equipment (including materials), Software and/or associated services for the Mission System and/or the Support System; and
- b. the procurement of the associated services identified in paragraph a above, which include those services to be undertaken by the potential Subcontractors that either

lead to, or form part of the scope of work for, the provision of systems, equipment and/or Software, such as (for example) design services as an initial stage of a multi-stage procurement activity.

10.4.2.2 In undertaking the procurement activities leading to establishment of a Subcontract for the scope of procurements covered by clause 10.4.2.1, the Contractor shall support the achievement of the AIC Objectives by:

- a. structuring the activities to maximise opportunities for Australian Industry to participate in the procurement on a fair and equitable basis;
- b. seeking advice from applicable representative organisations and/or advocates (eg, the Office of Defence Industry Support (ODIS)), including to identify opportunities for Australian Entities (particularly SMEs) with the aim of:
 - (i) establishing and/or helping to maintain a sustainable industry base in support of the Contract work and, where applicable, the Capability and Other Capabilities; and
 - (ii) where appropriate, achieving commonality and standardisation of equipment across the Capability and Other Capabilities;
- c. for procurement activities relating to a supplier that either is, or may become, an Approved Subcontractor, working collaboratively with the Commonwealth to understand the full extent of the potential capability and capacity of Australian Industry to meet the requirements of each procurement; and
- d. wherever applicable, ensuring that the procurement activities address any AIAs set out in Attachment F.

10.4.3 Supply Chain Assurance

10.4.3.1 The Contractor shall conduct, and shall ensure that its AIC Subcontractors conduct (to the extent required), assurance activities in accordance with the Approved AIC Plan to monitor and assess the ANZ Sovereignty-related elements of their supply chain for the Materiel System, which are:

- a. those Industrial Capabilities (including DRAICs, if any, and other applicable AIAs identified in Attachment F) that have been created or enhanced within Subcontractors (other than AIC Subcontractors) under the Contract and that are expected to be required during the sustainment phase; and
- b. the ANZ elements of the Contractor's supply chain (including the ANZ elements of the AIC Subcontractors' supply chains) that are expected to be required during the sustainment phase,

with the aim of ensuring that those Industrial Capabilities and ANZ elements of the Contractor's supply chain will be available when required for the acquisition and/or sustainment of the Materiel System.

10.4.3.2 The Contractor shall report to the Commonwealth on any Issues or risks identified in relation to the Sovereignty-related elements of their supply chain for the Materiel System:

- a. as part of the standard reports required under the Contract, including the CSR, Issue Register and Risk Register; and
- b. if urgent action is required to address the identified Issue(s) or risk(s), within 10 Working Days of identifying the Issue(s) or risk(s).

10.4.3.3 If requested by the Commonwealth Representative, the Contractor shall meet with the Commonwealth to discuss the Issue(s) or risk(s) identified pursuant to clause 10.4.3.2.

10.4.3.4 This meeting shall be conducted as an extraordinary meeting in accordance with clause 3.9.2, with the objective of the meeting being to determine the best approach to address the Issue(s) and mitigate the risks(s) (which, for clarity, could include doing nothing). The Contractor shall ensure that AIC Subcontractors' representatives participate in the meeting where relevant to the Issue(s) and risk(s) being addressed.

- 10.4.3.5** If the parties agree that the best approach to resolving the Issue(s) or risk(s) requires a change to the Contract, the Contractor shall raise a CCP in accordance with clause 11.1 of the COC to incorporate the required scope of work into the Contract.

ANNEX A

DESCRIPTION OF REQUIREMENT – PART A
SPECIFICATION

Note to drafters: Drafters should insert the specifications for the Materiel System supplies in this annex as Part A. If a Function and Performance Specification (FPS) has been prepared, it may be included as Part A. Other specifications, including tendered product specifications and System Specifications and Support System Component specifications (if applicable) developed by the Contractor are subsequently added to this annex, after the Operational and Support Concepts, as Parts C, D, etc.

Drafters should refer to the Statement of Work Tailoring Guide for guidance and some common requirements statements.

[...INSERT SPECIFICATION(S) AS APPROPRIATE...]

ANNEX A

DESCRIPTION OF REQUIREMENT – PART B
OPERATIONAL AND SUPPORT CONCEPTS

Note to drafters: Drafters should insert a description of the operational and support concepts in this annex as Part B. If an Operational Concept Document (OCD) has been prepared, it should be included as Part B. If a separate 'Support Concept' document has been prepared, this document should also be included here.

Drafters should refer to the Statement of Work Tailoring Guide for guidance.

[...INSERT OPERATIONAL AND SUPPORT CONCEPTS AS APPROPRIATE...]

ANNEX B

CONTRACT DATA REQUIREMENTS LIST

1. PURPOSE

- 1.1** This Annex outlines the relationship between data items, Data Item Descriptions (DIDs) and the Contract Data Requirements List (CDRL) at clause 7 of this Annex. The Annex also sets out the processes and procedures for the preparation, delivery, management and maintenance of data items by the Contractor, and the Commonwealth action required.
- 1.2** The CDRL included with this Annex is a consolidated list of data items to be delivered during the course of the Contract and includes CDRL management information. The CDRL defines the data item version, delivery schedule, quantity by type, delivery location(s), Commonwealth action period and type, maintenance requirements, and, through reference to the associated DID, the title, purpose, content and, if applicable, format requirements for each data item.

2. MANAGEMENT OF THE DATA ITEM DESCRIPTIONS

- 2.1** Where DIDs provide the specifications for data items to be delivered to the Commonwealth for Review, Approval, Acceptance and CCP approval, those DIDs are attached to this Annex, and form part of the Contract.

3. MANAGEMENT OF DATA ITEMS

- 3.1** The Contractor shall implement Configuration Management procedures for each data item (including reissues or amendments) in accordance with the SOW and the Approved plan that governs Configuration Management (eg, the Approved Configuration Management Plan (CMP) or the Approved Systems Engineering Management Plan (SEMP)) to ensure that the version or issue (as appropriate) and amendment status of each data item is identified and controlled.
- 3.2** The Contractor shall review, update and deliver amendments or reissued data items, or confirm the continuing accuracy of data items annotated with a maintenance period, in accordance with the CDRL.
- 3.3** Delivery of amended, reissued or resubmitted data items shall be to the location(s) and in the format and quantities specified in the CDRL for the initial submission of the data items.
- 3.4** Unless otherwise agreed in writing by the Commonwealth Representative, if a data item is to be amended and reissued, or the delivery was delayed, the schedule for subsequent deliveries of that data item remains unaffected.

Note to drafters: Include the following clause when DMS requirements have been included at clause 2.3 of the SOW.

- 3.5** Delivery via the Data Management System (DMS) specified in clause 2.3 of the SOW shall mean that:
- a. the data item has been uploaded to the DMS;
 - b. each of the Commonwealth officials nominated in the CDRL has been electronically notified that the data item has been uploaded to the DMS; and
 - c. the Commonwealth Authorised Users are (subject to any restrictions defined by the Commonwealth Representative) able to access and download the data item.

4. EXPLANATION OF THE CDRL

- 4.1** Application of this CDRL is specified in the SOW. An explanation of each CDRL column is detailed below and applies to each data item:
- a. CDRL Line Number: This field provides the unique sequential number that identifies each data item within different functional groups (eg, MGT-100, ENG-100, etc).
 - b. Data Item Title: This field identifies the title of the data item.

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- c. SOW Clause Ref: This field shows the major clause in the SOW where the data item is identified. There may be multiple references to the data item in the SOW but generally only the first (or one) reference is shown in the CDRL.
- d. Ref: This field provides a reference number used to identify individual deliveries of a data item.
- e. Version: This field identifies the particular individual delivery of a data item during its lifecycle (ie, draft, final).

Note to drafters: Amend the following subclause, depending upon whether or not the DMS requirements have been included at clause 2.3 of the SOW.

- f. Delivery Schedule: This field specifies the date(s) and/or events by which the data item is required to be delivered. The data items shall be delivered before 1700 hrs (local time) on the date specified, or the last Working Day before the specified date if the specified day is not a Working Day. The date of delivery applies to all delivery locations and quantities unless otherwise specified [...INSERT “, including delivery via the DMS in accordance with clause 2.3 of the SOW” IF REQUIRED...]. Following are some of the abbreviations and symbols used with this column:
 - (i) ‘ED’ means Effective Date;
 - (ii) Numerals indicate the number of Working Days unless specified otherwise;
 - (iii) ‘+’ means after the specified date or event; and
 - (iv) ‘-’ means before the specified date or event.

If a data item is required to be delivered before an event having a duration of greater than one day (eg, SRR), the data item delivery date shall be calculated from the first day of that event. If a data item is required to be delivered after an event having a duration of greater than one day (eg, SRR), the data item delivery date shall be calculated from the last day of that event.

Note to drafters: Amend the following subclause, depending upon whether or not the DMS requirements have been included at clause 2.3 of the SOW.

- g. Quantity: This field specifies the total number of data items to be delivered to the associated delivery location(s), including [...INSERT “the copy delivered via the DMS and” IF REQUIRED...] the number of hard (H) and soft (S) copies. [...INSERT “Delivery to the DMS means that on-line access to the data item is provided to the Commonwealth Authorised Users in accordance clause 2.3 of the SOW.” IF REQUIRED...] Clause 6.1 of this Annex provides specific requirements relating to hard and soft copies of data items.

Note to drafters: Amend the following subclause, depending upon whether or not the DMS requirements have been included at clause 2.3 of the SOW.

- h. Delivery Location: This field shows the short title of the Commonwealth official(s) to whom:
 - (i) electronic notification of the delivery of data items via the DMS shall be provided; and
 - (ii) the hard and/or soft copies of the data items shall be delivered.Clause 5 of this Annex shows the full delivery addresses for the hard and soft copies. The action hard copy of the data item shall be delivered to the first nominated location in this field.
- i. Data Item Description Reference: This field provides the identification of the DID with which the data item must comply.
- j. Commonwealth Action Period: This field defines the number of Working Days available to the Commonwealth to action the data item and respond to the Contractor, if that action requires a response. The period begins upon the date the action copy of the data item is received at the first nominated delivery location. The action period applies to all deliveries, including first deliveries, amendments and re-issues. If a data item is delivered earlier than the first delivery date shown in the

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CDRL, the Commonwealth is not obliged to action it until after that date. If the action period states 'by MSR' for a data item delivered prior to a Mandated System Review (MSR), the action period ends when the minutes for that MSR are Approved. If the action period states 'by ED', with 'Approval' as the 'Commonwealth Action Required', this means that, prior to ED, the Contractor had developed the data item, the Commonwealth had reviewed the data item, and the parties had agreed a version of the data item that would be Approved by the Commonwealth. On both parties signing the Contract, the version of the data item that was agreed between the parties is Approved in accordance with the Contract.

Note to drafters: Commonwealth staff are to consider the actual period required to review each data item before inserting or amending periods in the CDRL. Factors to be considered include:

- a. **the size and complexity of the data item;**
- b. **whether a draft version would already have been reviewed;**
- c. **the need to involve external agencies or approval authorities; and**
- d. **conflicting requirements (eg, the need to review several data items concurrently).**

Working Days should be used to ensure that public holidays are taken into account.

- k. Commonwealth Action Required: This field indicates the purpose for which the data item is being submitted to the Commonwealth. This will either be Acceptance, Approval, Review or CCP approval.
- l. Maintenance: This field specifies either the timings or the time intervals, relative to the date and/or event specified in the Delivery Schedule column, at which the data item shall be reviewed by the Contractor and either have its continuing accuracy status confirmed, in writing, or be updated and reissued. The Maintenance column does not apply to draft or preliminary versions of data items. The following abbreviations and codes are applicable to this column:
 - (i) xM – every x calendar months (in addition to any other Contract requirement);
 - (ii) R – to enable it to be considered at each MSR;
 - (iii) RSR – to enable it to be considered at the Resource and Schedule Review as set out in clause 3.2.5 of the SOW (if required by the SOW);
 - (iv) R(E) – to enable it to be considered at each MSR set out in clause 4 and clause 6 of the SOW;
 - (v) R(L) – to enable it to be considered at each MSR set out in clause 5 of the SOW;
 - (vi) SA – to enable it to be provided for the purposes of conducting Acceptance of each Mission System;
 - (vii) FA – to enable it to be provided for the purposes of Final Acceptance; and
 - (viii) NA – not applicable.
- m. Notes: Where necessary, additional explanatory information relating to a CDRL data item is provided in this column.

5. DELIVERY ADDRESSES

Note to drafters: Consider the distribution of data items when preparing the draft Contract. Wherever possible, arrange for the Contractor to send the data items to applicable Commonwealth locations. Amend the delivery details below and update the CDRLs as required.

- 5.1 For the purposes of delivery of hard and soft copies of data items, the addresses of delivery points are:

CR Commonwealth Representative
Project [...INSERT...]
 (refer to the Details Schedule)

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RPTM Resident Project Team Manager
Project [...INSERT...]
 (RPTM email address, Contractor's address)

5.2 The delivery addresses may be amended at any time by notice in writing from the Commonwealth Representative to the Contractor.

6. GENERAL REQUIREMENTS FOR DATA ITEMS

6.1 Data Item Media

Note to drafters: Amend the following subclause, depending upon whether or not the DMS requirements have been included at clause 2.3 of the SOW.

6.1.1 Subject to clause 6.4.1 and unless otherwise specified in a DID:

- a. all electronic copies (referred to in the CDRL [...as DMS and/or ...] as soft (S) copy, delivered via electronic data transfer or using an agreed media), shall have margins consistent with ISO 216: A0-A4 size paper, in the following file formats:
 - (i) searchable Portable Document Format (PDF), [SPECIFY PREFERRED VERSION];
 - (ii) [SPECIFY PREFERRED PRODUCTS AND VERSIONS]; and
 - (iii) [SPECIFY PREFERRED PRODUCTS AND VERSIONS]; and
- b. all hard copies (referred to as 'H' in the CDRL) of data items shall be prepared and delivered on ISO 216: A0-A4 size paper.

Note to drafters: Drafters should note that USA based contractors will, as normal business practice, use 'letter' size paper. Requiring the use of ISO 216 metric paper sizes (eg, A4) may increase cost.

Drafters should carefully consider the preferred electronic format. The ILS clause of the SOW and the Approved TDP specify electronic format requirements for all Technical Data and the requirements specified here should be consistent with those requirements.

6.2 Format Instructions

Note to drafters: The requirements in this area may be expanded or reduced as assessed by each project on a risk basis. For example, Commonwealth Representative staff may need to control the data item reference number and format.

6.2.1 Subject to clause 6.4, the format instructions contained in this clause 6.2 shall be applied to all data items prepared under the Contract for delivery to the Commonwealth, unless otherwise specified in the appropriate DID or otherwise agreed, in writing, by the Commonwealth Representative.

6.2.2 When data is delivered in the form of a document, it shall include the following identification information:

- a. the document reference number;
- b. the document title and date of issue;
- c. the volume number (only applicable to multi-volume data items);
- d. the version number / revision indicator;
- e. the security markings or other restrictions, which shall not contravene Contract requirements on the handling of the document;
- f. the Contract number;
- g. the CDRL line number, if the data is a data item;
- h. the organisation for which the document has been prepared; and

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- i. the name and address of the preparing organisation.
- 6.2.3** When a data item is delivered in the form of a paginated document, and the body of that document is greater than five pages in length, it shall contain a table of contents.
- 6.2.4** When a data item is delivered in the form of a paginated document, each page shall contain a unique page number and preferably display the document number, version, volume and date of issue, as applicable.
- 6.2.5** When a data item is delivered in the form of a paginated soft copy document (including a text, spreadsheet or presentation file), and unless otherwise specified in the Contract or agreed by the Commonwealth Representative, the document shall be in a format that is compatible with Microsoft® Office applications or, if appropriate, in PDF.
- 6.2.6** Where a data item is revised or updated, and where the software used to create the data item is able to produce revision marks, the Contractor shall mark all changes made since the previous release of the data item to the Commonwealth with:
 - a. a side bar in the margin of the data item to aid review, or
 - b. an alternate means of revision marking that is acceptable to the Commonwealth.
- 6.2.7** Where the software is not able to produce revision marks, the Contractor shall accompany those affected data items with revision lists containing a summary of all changes made since the previous release to the Commonwealth.

Note to drafters: Amend the following subclause, depending upon whether or not the DMS requirements have been included at clause 2.3 of the SOW.

- 6.2.8** Where a data item is delivered in soft copy [...or by the DMS ...], and unless otherwise agreed by the Commonwealth Representative, the data item shall be able to be copied and saved by the Commonwealth and capable of further manipulation (including searching, the inspection of meta-data, and printing) in the native document format.

6.3 Content Instructions

- 6.3.1** Where a preliminary or draft version of a data item is scheduled for delivery prior to Approval or Acceptance of a final version, the Contractor shall comply with the following requirements:
 - a. the preliminary version shall contain information on all of the topics pertinent to the data item and shall be:
 - (i) commensurate with the status of design, development or installation of the Supplies at the time the data item is due for delivery; and
 - (ii) suitable for the intended purpose as stated in the Notes in column m of the CDRL; and
 - b. unless otherwise specified, the draft version shall be developed from the preliminary version, if a preliminary version was required, and to the stage where it reflects the content of the final version of the data item, but may be missing low level detail.
- 6.3.2** Where information specified for one data item has also been specified for other data items in the same format and at the same issue status, the Contractor may provide the information in one data item only and include cross-references to that data item in the other data items.
- 6.3.3** The Contractor shall ensure that all data items provided to the Commonwealth are written in grammatically correct English.

Note to drafters: The requirement for submitted data items to meet a standard (eg, Simplified Technical English derived from ASD-STE100, which is included in some DIDs) or to satisfy a certain reading grade level (eg, RGL 9) could be included as necessary. This is to ensure that the data item is written focussed at an acceptable level of reading difficulty. Talk to experts on this topic if you wish to invoke it. If you have this requirement, insert it in the relevant DIDs.

- 6.3.4** Subject to clause 6.4, data items prepared under the Contract for delivery to the Commonwealth shall contain sections providing the following information unless otherwise specified in the applicable DID:

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- a. identification of the project, system, program, plan, item, as applicable, to which the data item applies;
- b. background that helps to situate the data item and state the intended use of the item(s) to which the data item applies;
- c. an overview of the data item;
- d. a list of referenced documents;
- e. a list of acronyms and abbreviations; and
- f. a set of definitions.

6.3.5 The Contractor shall ensure that all data items delivered under the Contract are marked in accordance with the markings and Confidential Information provisions of the Contract.

6.4 Use of Existing Data

6.4.1 Data required under the Contract may currently exist in a different format or use a different content structure than that specified in this Annex. In such cases, the data may be acceptable providing that it contains the specified information and meets the requirement for its intended use. Where the Contractor wishes to submit existing data that does not meet the format or content structure requirements contained in this Annex, then the Contractor shall seek Commonwealth Representative Approval to submit the existing data, in sufficient time for the data to be reformatted or restructured prior to the required delivery date should Approval be denied.

7. CONTRACT DATA REQUIREMENTS LIST

Note to drafters: Before releasing an RFT, drafters:

- a. must determine which DIDs will meet their project's specific requirements for specifying data items;
- b. must download the latest version of the required DIDs from the ASDEFCON website;
- c. may tailor the DIDs, but standard DIDs are to be used whenever possible (to avoid the costs to industry of non-standard data items); and
- d. must amend the CDRL to reflect the data items and DIDs chosen.

DIDs are to be 'attached' to the RFT, and any subsequent contract, as 'Schedule 1 to Annex B to the SOW – Data Item Descriptions'. If providing DIDs in soft copy, the DIDs should be saved (in a non-editable form) on appropriate media and 'attached' to the Contract by labelling the media with:

- a. 'Schedule 1 to Annex B to the SOW - Data Item Descriptions';
- b. the Contract number; and
- c. a version control identifier.

References to the DMS in the following table need to be amended if a DMS has not been included at clause 2.3 of the draft SOW. In general, if there is no DMS, then 'DMS' in the CDRL should be replaced with '1S'.

In compiling the CDRL, drafters should take into account which data items are required to be delivered to and actioned by the Commonwealth by ED, and ensure that this is reflected in the CDRL. This approach, where tender data requirements are converted into Contract-ready documents prior to ED, assumes that pre-contract work will be undertaken. Data items forming part of the Contract must be completed during Offer Definition and Improvement Activities (ODIA) or other pre-contract work / negotiations. If ODIA / pre-contract work is not planned, drafters should not identify any data items for delivery at ED (other than those forming part of the Contract) and the CDRL delivery times for the data items should be adjusted to reflect a staggered delivery for these data items after ED. Drafters should review and adjust the delivery requirements for the other CDRL Line Numbers to accord with the specific requirements of the Contract (eg, many default times are not suited to individual contracts).

Government policy is to preference delivery of soft copy documents whenever possible. Requesting hard copy data items (eg, 1H) often relates to a need for signatures. If electronic signatures are acceptable, data items should be delivered in soft copy only (including via a DMS, if available), and the CDRL amended accordingly.

Note to tenderers: Data items scheduled for delivery and Commonwealth action by ED are to be developed pre-contract (eg, during an Offer Definition and Improvement Activities (ODIA) process or other pre-contract work) with the preferred tenderer(s).

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CDRL Line Number	Data Item Title	SOW Clause Ref	Ref	Version	Delivery Schedule	Quantity	Delivery Location	Data Item Description Reference	C'wealth Action Period	C'wealth Action Required	Maintenance	Notes
a	b	c	d	e	f	g	h	i	j	k	l	m
MGT-100	Project Management Plan (PMP)	3.2.1	a	Final	ED	1H, 1S	CR	DID-PM-MGT-PMP-2	by ED	Approval	12M	Maintenance of the PMP and other plans may also be required as exit criteria for MSRs.
MGT-110	Contract Master Schedule (CMS)	3.2.2	a	Draft	ED+20	1S	CR	DID-PM-DEF-CMS-2	20	Review	NA	The status of the CSR and the CMS must be aligned.
			b	Final	RSR-20	DMS	CR		by end of RSR	Approval	NA	
			c	Updates	With CSRs	DMS	CR		20	Approval	NA	
MGT-120	Contract Work Breakdown Structure (CWBS)	3.2.3	a	Draft	ED+20	1S	CR	DID-PM-DEF-CWBS	20	Review	NA	Draft required to confirm the veracity of the CWBS as a basis for subsequent development of execution plans by the Contractor.
			b	Final	RSR-20	DMS	CR		by end of RSR	Approval	NA	
			c	Updates	When changed	DMS	CR		20	Approval	NA	Refer to SOW clause 3.2.3.
MGT-140	Quality Plan	8.2.1	a	Final	ED+60	DMS	CR	DID-PM-MGT-QP	20	Approval	12M	
MGT-300	Contract Status Report (CSR)	3.3.1 3.5 3.6 3.7 3.12.4 3.13 3.16 10.1 10.4.3	a	Final	ED+40	DMS	CR	DID-PM-STAT-CSR-2	10	Review	NA	An AIC Compliance Certificate in accordance with SOW clause 10.1 and Annex G to Attachment I is not required for this initial delivery.
			b	Updates	Thereafter 6 monthly	DMS	CR		10	Review	NA	Additional deliveries will be required if the CR determines that the volume of active CCPs, ECPs, and Deviations is significant. An AIC Compliance Certificate in accordance with SOW clause 10.1 and Annex G to Attachment I is only required annually.

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a	b	c	d	e	f	g	h	i	j	k	l	m
			c	Updates	CASR portion of CSR, 3 monthly after initial delivery	DMS	CR		20	Approval	NA	
MGT-410	Review Agenda	3.9.4	a	Final	Review - 20	DMS	CR	DID-PM-MEET-AGENDA	20	Review	NA	
MGT-420	Review Package	3.9.4	a	Final	Review - 20	DMS	CR	DID-PM-RVW-PACKAGE	by MSR	Review	NA	
MGT-430	Review Minutes	3.9.4	a	Final	End of Review Review + 5 for DMS	1H, DMS	CR	DID-PM-MEET-MINUTES	10	Approval	NA	Hard copy for signature at end of meeting, to agree action list.
MGT-500	Meeting Agenda	3.9.1 3.9.2			Start Meeting Date - 10	DMS	CR	DID-PM-MEET-AGENDA	5	Review	NA	
MGT-510	Meeting Minutes	3.9.1 3.9.2			End Meeting Date Meeting +5 for DMS	1H, DMS	CR	DID-PM-MEET-MINUTES	10	Approval	NA	Hard copy for signature at end of meeting, to agree action list.
MGT-700	Technical Data and Software Rights Schedule	3.13 COC 5.12	a	Final	ED	1H,DMS	CR	As per Attachment G		See note.	3M	Include at Attachment G.
			b	Update	DDR-20	1H, DMS	CR		40	CCP approval	3M	Updates in accordance with COC clause 5.12 require a CCP. as above
MGT-710	Government Furnished Material and Government Furnished Services	3.12.3	a	Final	ED	1H, DMS	CR	As per Attachment E	by ED	See note.	NA	Include at Attachment E.
			b	Update	See note	1H, DMS	CR		20	CCP approval		Update in accordance with SOW clause 3.12.3.
MGT-800		3.14										Note to drafters: Data items for Contract-related security (eg, ICT and physical security plans) should be inserted here.
MGT-1000	Contractor Transition Plan (CTXP)	3.11.1	a	Final	PDR-20	DMS	CR	DID-PM-TRANS-CTXP	20	Approval	NA	

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CDRL Line Number	Data Item Title	SOW Clause Ref	Ref	Version	Delivery Schedule	Quantity	Delivery Location	Data Item Description Reference	C'wealth Action Period	C'wealth Action Required	Maintenance	Notes
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			b	Update	DDR+20	DMS	CR		20	Approval	12M	
MGT-1010	Transition Register	3.11.3	a	Progressive	Weekly after Initial Pre-Transition Meeting	DMS	CR	As per Approved [...INSERT C'TXP OR PMP...]	5	Review	NA	
MGT-1100	Safety Data Sheet	9.1	a	NA	Advice to CR of a Problematic Substance + 10	DMS	CR	DID-PM-HSE-SDS	20	Review	NA	An SDS may not require delivery if already held by Defence - refer to DID-PM-HSE-SDS. Any change to an SDS is to be advised to the CR
MGT-1110	Health and Safety Management Plan (HSMP)	9.3.3	a	Final	ED+40	DMS	CR	DID-PM-HSE-HSMP	20	Approval	12M	Note to drafters: The delivery schedule may be amended to reflect a time closer before the start of work on Commonwealth Premises.
		9.1	b	Update	Advice to CR of a Problematic Substance or a Problematic Source +10	DMS	CR		20	Approval	NA	This update applies to the annex of Problematic Substances and Problematic Sources Approved for use on Commonwealth Premises (and not Approved in the HL).
MGT-1200	DMS Concept of Operation Document	2.3	a	Final	ED+40	1S	CR	DID-PM-DEF-DCOD	20	Approval	NA	
			b	Update	Change – 20 See note.	DMS	CR		15	Approval	NA	Updates for change to DMS functions or procedures.
MGT-1300	Supplies Acceptance Certificate	COC 6.5	a	Final	When Acceptance of Supplies is required	1H, DMS	CR	DID-PM-MGT-SAC	See note.	Approval	NA	Commonwealth Action Period is in accordance with COC clause 6.5. Delivery locations for data items are specified by this CDRL. Other deliverables are specified through the Delivery Schedule.
MGT-1400	Application for a Deviation	4.2 8.4	a	Final	As required	1H, DMS See note.	CR	DID-PM-MGT-AFD	See note.	Approval	NA	Commonwealth action period is dependent on the extent of the Deviation and availability of supporting information. If an application requires supporting documents, then two hard copies and one soft copy shall be provided.

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CDRL Line Number	Data Item Title	SOW Clause Ref	Ref	Version	Delivery Schedule	Quantity	Delivery Location	Data Item Description Reference	C'wealth Action Period	C'wealth Action Required	Maintenance	Notes
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ENG-100	Systems Engineering Management Plan (SEMP)	4.1.1	a	Final	ED	1H, 1S, DMS	CR	DID-ENG-MGT-SEMP-2	by ED	Approval	12M	Updates (after ED) by DMS.
ENG-110	Application for Engineering Organisation Approval	4.1.4	a	Final	[...TBD...]	1H, 1S	CR	DID-ENG-AEOA	20	Approval	NA	Note to drafters: Amend the delivery schedule as required.
ENG-120	Application for Maintenance Organisation Approval	4.1.5	a	Final	[...TBD...]	1H, 1S	CR	DID-MNT-AMOA	20	Approval	NA	Note to drafters: Amend the delivery schedule as required..
ENG-200	System Specification (SS)	4.2.2	a	Draft	SRR-20	DMS	CR	DID-ENG-DEF-SS	by MSR	Approval	NA	Include as Part C of Annex A to Attachment A. Updates to this data item must be accompanied by a CCP.
			b	Final	SDR-20	1H, DMS	CR		By MSR	CCP approval	R(E)	
ENG-250	Requirements Traceability Matrix (RTM)	4.5.2	a	Final, see note.	SRR-20	DMS	CR	DID-ENG-TRACE-RTM	by MSR	Approval	NA	Includes all trace requirements between DOR Part 1 and Part 2 and SS, as defined by the SOW.
			b	Update	SDR-20	DMS	CR		by MSR	Approval	NA	Includes all trace requirements to enable the Functional Baseline to be established.
			c	Update	PDR-20	DMS	CR		by MSR	Approval	NA	6M, R(E) and each SA and FA
			d	Update	DDR-20	DMS	CR		by MSR	Approval	NA	
ENG-300	Site Installation Plan (SIP)	4.4.1	a	Draft 1	PDR-20	DMS	CR	DID-ENG-MGT-SIP	by MSR	Review	NA	To ensure that site-installation considerations have been appropriately considered in the Mission System design.
			b	Draft 2	DDR-20	DMS	CR		by MSR	Review	NA	To ensure that site-installation considerations have been appropriately considered in the Mission System design.
			c	Final	Initial Site Installation - 60 (see Notes)	1H, DMS	CR		20	Approval	NA	This instance of the SIP only needs to address the scope of initial site installation activities.

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CDRL Line Number	Data Item Title	SOW Clause Ref	Ref	Version	Delivery Schedule	Quantity	Delivery Location	Data Item Description Reference	C'wealth Action Period	C'wealth Action Required	Maintenance	Notes
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			d	Update	Each Site Installation – 40 (see Notes)	1H, DMS	CR		20	Approval	See Notes	The SIP is to be updated to cover the scope of installation activities for each new installation location, as it becomes available to enable installation activities to occur.
ENG-310	Software Management Plan (SWMP)	4.4.2	a	Final	ED+20	1H, DMS	CR	DID-ENG-SW-SWMP	20	Approval	12M	
ENG-320	Software List	4.4.2	a	Draft 1	ED+40	DMS	CR	DID-ENG-SW-SWLIST	20	Review	NA	To understand the scope of software, particularly software development, associated with the Contract.
			b	Draft 2	SDR-20	DMS	CR		20	Review	NA	To identify any changes in the software program and assess their implications for the Contract.
			c	Draft 3	PDR-20	DMS	CR		20	Review	NA	as above
			d	Final	DDR-20	DMS	CR		20	Approval	each SA	
ENG-400	Mission System Technical Documentation Tree (MSTDT)	4.5.1	a	Final	ED+40	DMS	CR	DID-ILS-TDATA-MTDI-2	20	Approval	R(E), 3M after DDR	
ENG-410	Design Documentation	4.5.1	a	as per Approved MSTDT	as per Approved MSTDT	DMS	CR	as per Approved MSTDT	as per Approved MSTDT	as per Approved MSTDT	R(E) and FA	
ENG-450	Drawing List	4.5.3	a	Draft	PDR-40	DMS	CR	DID-ILS-TDATA-MTDI-2	by MSR	Approval	NA	
			b	Final	DDR-40	DMS	CR		by MSR	Approval	NA	
			c	Update	PCA-20	DMS	CR		by MSR	Approval	each SA and FA	
ENG-460	Engineering Drawings	4.5.3	a	Draft	DDR-40	DMS	CR	DID-ENG-HW-DWGS	by MSR	Review	NA	To confirm the maturity of the Mission System design.
			b	Final	PCA-20	1S	CR		by MSR	Acceptance	each SA and FA	This version is Accepted because it will form part of the Support System.

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CDRL Line Number	Data Item Title	SOW Clause Ref	Ref	Version	Delivery Schedule	Quantity	Delivery Location	Data Item Description Reference	C'wealth Action Period	C'wealth Action Required	Maintenance	Notes
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ENG-501	Growth Program Report	4.6.1	a	Draft 1	SDR-20	DMS	CR	DID-ENG-DES-GPR	by MSR	Review	NA	To ensure that growth, evolution and obsolescence have been appropriately considered in the Mission System design.
			b	Draft 2	PDR-20	DMS	CR		by MSR	Review	NA	To ensure that growth, evolution and obsolescence have been appropriately considered in the Mission System design.
			c	Final	DDR-20	DMS	CR		by MSR	Approval	each SA	
ENG-521	Integrated RM&T Program Report	4.6.2	a	Draft 1	SDR-20	DMS	CR	DID-ENG-DES-IRMTPR	by MSR	Review	NA	To ensure that IRM&T has been appropriately considered in the Mission System design.
			b	Draft 2	PDR-20	DMS	CR		by MSR	Review	NA	To ensure that IRM&T has been appropriately considered in the Mission System design.
			c	Final	DDR-20	DMS	CR		by MSR	Approval	each SA	
ENG-541	Human Engineering Program Report	4.6.4	a	Draft 1	SDR-20	DMS	CR	DID-ENG-DES-HEPR	by MSR	Review	NA	To ensure that human engineering has been appropriately considered in the Mission System design.
			b	Draft 2	PDR-20	DMS	CR		by MSR	Review	NA	To ensure that human engineering has been appropriately considered in the Mission System design.
			c	Final	DDR-20	DMS	CR		by MSR	Approval	each SA	
ENG-600	System Safety Program Plan (SSPP)	4.6.6	a	Final	ED+40	DMS	CR	DID-ENG-MGT-SSPP	20	Approval	12M	
ENG-610	Hazard Analysis Report	4.6.6	a	Draft	SDR-20	DMS	CR	DID-ENG-SOL-HAR	by MSR	Approval	NA	Note to drafters: Selected with SCR, not MSA.
			b		PDR-20	DMS	CR		by MSR	Approval	NA	The hazard analyses to be reported are defined in the Approved SSPP.
			c	Final	DDR-20	DMS	CR		by MSR	Approval	each SA and FA	as above The hazard analyses to be reported are defined in the Approved SSPP.

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CDRL Line Number	Data Item Title	SOW Clause Ref	Ref	Version	Delivery Schedule	Quantity	Delivery Location	Data Item Description Reference	C'wealth Action Period	C'wealth Action Required	Maintenance	Notes
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ENG-620	Hazard Log	4.6.6	a	Progressive	Applicable Review-20 See note.	DMS	CR	DID-ENG-SOL-HL	by MSR	Approval	NA	Note to drafters: Selected with SCR, not MSA.
			b	Final	DDR-20	DMS	CR		by MSR	Approval	NA	The HL provides information to each HAR. Applicable reviews are MSRs for which a HAR is delivered.
			c	Update	First SA-20	1S	CR		20	Acceptance	Each SA and FA	This version is Accepted because it will form part of the Support System.
ENG-650	Safety Case Report	4.6.6	a	Draft 1	PDR-20	DMS	CR	DID-ENG-SOL-SCR	by MSR	Approval	NA	Note to drafters: Select either the SCR or MSA in accordance with SOW clause 4.6.6.3.
			b	Draft 2	DDR-20	DMS	CR		by MSR	Approval	NA	To ensure that safety has been appropriately considered in the Mission System design.
			c	Final	First SA - 20	1H, 1S	CR		by MSR	Acceptance	each SA and FA	To ensure that safety has been appropriately considered in the Mission System design and Support System. This version is Accepted because it will form part of the Support System.
ENG-651	Materiel Safety Assessment	4.6.6	a	Draft	DDR-20	DMS	CR	DID-ENG-SOL-MSA	by MSR	Approval	NA	Note to drafters: Select either the SCR or MSA in accordance with SOW clause 4.6.6.3.
			b	Final	First SA-20	1H, 1S	CR		20	Acceptance	Each SA and FA	This version is Accepted because it will form part of the Support System.
ENG-700	Materiel System Security Management Plan	4.6.7	a	Final	ED+60	DMS	CR	DID-ENG-MGT-MSSMP	20	Approval	12M	
ENG-705	Cyber Security Assessment Information	4.6.7	a	Final	SRR-20	DMS	CR	DID-ENG-SOL-CSAI	by MSR	Approval	R(E) and each SA	
ENG-730	System Security Plan	4.6.7.5	a	Pt1 Draft	SDR-20	DMS	CR	DID-ENG-SOL-SSP	by MSR	Review	NA	To ensure that the system-level architecture for each SSol appropriately considers security requirements.

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CDRL Line Number	Data Item Title	SOW Clause Ref	Ref	Version	Delivery Schedule	Quantity	Delivery Location	Data Item Description Reference	C'wealth Action Period	C'wealth Action Required	Maintenance	Notes
a	b	c	d	e	f	g	h	i	j	k	l	m
			b	Full Draft	PDR-20				by MSR	Review	NA	To ensure that, in conjunction with the draft SRMP, the preliminary design of each SSol appropriately considers security requirements and is likely to be able to achieve the required Security Authorisations.
			c	Final	DDR-20				by MSR	Approval	each SA and FA	
ENG-735	Security Risk Management Plan	4.6.7.5	a	Draft	PDR-20	DMS	CR	DID-ENG-SOL-SRMP	by MSR	Review	NA	To ensure that, in conjunction with the draft SSP, the preliminary design of each SSol appropriately considers security requirements and is likely to be able to achieve the required Security Authorisations.
			b	Final	DDR-20				by MSR	Approval	each SA and FA	
ENG-740	In-Service Security Management Plan	4.6.7.5	a	Draft	DDR+40	DMS	CR	DID-SSM-ISSMP	20	Review	NA	<p>Note to drafters: Amend the Maintenance column to 'Each SA and FA' and delete the following notes if there is no linked Contract (Support).</p> <p>This Final version will be pulled through into the Contract (Support) to provide the governing plan for Materiel System security under that Contract.</p> <p>Maintenance and Update requirements for this data item are set out in the CDRL in the Contract (Support).</p>
			b	Final	First SA-40				20	Approval	See Notes	
ENG-745	Security Standard Operating Procedures	4.6.7.5	a	Draft	DDR+40	DMS	CR	DID-ENG-SOL-SSOP	20	Review	NA	

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a	b	c	d	e	f	g	h	i	j	k	l	m
			b	Final	First SA-40				20	Approval	See Notes	<p>Note to drafters: Amend the Maintenance column to 'Each SA and FA' and delete the following notes if there is no linked Contract (Support).</p> <p>This Final version will be pulled through into the Contract (Support) to provide the governing plan for Materiel System security under that Contract.</p> <p>Maintenance and Update requirements for this data item are set out in the CDRL in the Contract (Support).</p>
ENG-750	Cyber Supply Chain Risk Plan	4.6.7.5	a	Final	ED	DMS	CR	DID-ENG-SOL-CSCR	by ED	Approval	NA	
			b	Update	PDR-20				by MSR	Approval	R(E)	
			c	Update	PPR-20				by MSR	Approval	each SA and FA	
ENG-760	Cyber Security Case Report	4.6.7.5	a	Draft 1	PDR-20	DMS	CR	DID-ENG-SOL-CSCR	by MSR	Approval	NA	To ensure that cyber security has been appropriately considered in the Mission System design.
			b	Draft 2	DDR-20				by MSR	Approval	NA	As above.
			c	Final	First SAA-20				by MSR	Acceptance	each SA and FA	This version is Accepted because it will form part of the Support System.
ENG-800	Equipment Certification To Access Radiofrequency Spectrum (ECARS)	4.6.8	a	Draft 1	SDR-20	DMS	CR	DID-ENG-SOL-ECARS	by MSR	Review	NA	To ensure that RF spectrum considerations have been appropriately incorporated into the requirements.
			b	Draft 2	PDR-20	DMS	CR		by MSR	Review	NA	To ensure that RF spectrum considerations have been appropriately incorporated into the Mission System design.
			c	Final	DDR-20	1H, DMS	CR		by MSR	Approval	12M and each SA and FA	

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ENG-850		4.6.9										<i>Note to drafters: Add data items for Environmental Engineering, SOW clause 4.6.9, as required, otherwise delete.</i>
ENG-900		4.7.2										<i>Note to drafters: This number has been reserved for a Certification Plan in accordance with SOW clause 4.7 if required; otherwise delete.</i>
ENG-910	Design Certificate (DCERT)	4.7.3	a	Draft	FCA+10	DMS	CR	DID-ENG-SOL-DCERT	20	Review	NA	Draft required to confirm that the Design Certificate will satisfy the applicable regulatory requirements.
			b	Final	SA-20	1H, 1S	CR		20	Approval	NA	
ILS-100	Integrated Support Plan (ISP)	5.1.2	a	Final	ED	1H, DMS	CR	DID-ILS-MGT-ISP-2	by ED	Approval	12M	
ILS-440	Software Support Plan (SWSP)	5.2.3	a	Draft	PDR-20	DMS	CR	DID-ILS-SW-SWSP	by MSR	Review	NA	To ensure that the software-support considerations are consistent with the proposed Materiel System.
			b	Final	DDR-20	DMS	CR		by MSR	Approval	each SA and FA	
ILS-640	Disposal Plan (DISP)	5.2.3	a	Draft	PDR-20	DMS	CR	DID-ILS-DES-DISP	by MSR	Review	NA	To ensure that Disposal issues have been appropriately considered in the Mission System design and for the Support System components.
			b	Final	DDR-20	DMS	CR		by MSR	Approval	each SA and FA	
ILS-810	Recommended Provisioning List (RPL)	5.2.3	a	Draft	DRR-20	DMS	CR	DID-ILS-SUP-RPL	by MSR	Review	NA	To ensure that the requirements for Support System Components and the Mission System design are consistent.
			b	Final	PPR-20	DMS	CR		by MSR	Approval	6M	
ILS-905	Training Recommendations Report (TNGRECR)	5.2.3.3	a	Final	DDR-20	DMS	CR	DID-ILS-TNG-TNGRECR	by MSR	Review	6M	To ensure that the Training requirements are consistent with the proposed Materiel System.
			b	Update	TNGRR-20	DMS	CR		by MSR	Approval	NA	

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CDRL Line Number	Data Item Title	SOW Clause Ref	Ref	Version	Delivery Schedule	Quantity	Delivery Location	Data Item Description Reference	C'wealth Action Period	C'wealth Action Required	Maintenance	Notes
a	b	c	d	e	f	g	h	i	j	k	l	m
ILS-920	Learning Management Package (LMP)	5.3.4	a	Draft	DDR-20	DMS	CR	DID-ILS-TNG-LMP	By MSR	Approval	NA	This is a Draft LMP (sections 1 to 3).
			b	Final	TNGRR-20	DMS	CR		By MSR	Approval	each SA	This is a full LMP (all five sections).
			c	Update	FA-40	DMS	CR		20	Acceptance	NA	
ILS-930	Training Materials List (TML)	5.2.3.3	a	Final	DDR-20	DMS	CR	DID-ILS-TDATA-MTDI-2	by MSR	Approval	NA	TML content is mostly contained within the SSTDL, if deliveries coincide.
			b	Update	TNGRR-20	DMS	CR		by MSR	Approval	NA	
			c	Update	FA-40	DMS	CR		20	Approval	NA	Delivered with or as part of the final SSTDL update.
ILS-950	Computer Based Training (CBT)	5.3.4	a	[...TBD...]	[...TBD...]	[...TBD...]	CR	DID-ILS-TNG-CBT	20	Approval	6M	Note to drafters: Include CBT packages / materials if required in Specifications, otherwise delete.
			b	[...TBD...]	[...TBD...]	As per Att B to the Contract	CR			Acceptance		
ILS-1000	Technical Data Plan (TDP)	5.1.2	a	Final	ED+60	DMS	CR	DID-ILS-TDATA-TDP	20	Approval	12M	
ILS-1010	Support System Technical Data List (SSTDL)	5.2.3.4	a	Final	ED	DMS	CR	DID-ILS-TDATA-MTDI-2	20	Approval	R(L)	
			b	Update	DDR-20	DMS	CR		by MSR	Approval	NA	
			c	Update	Each SA-20	DMS	CR		by MSR	Approval	6M	
			d	Update	FA-40	DMS	CR		20	Approval	NA	
ILS-1030	Publications Tree	5.3.3.2	a	Final	DDR-20	DMS	CR	DID-ILS-TDATA-MTDI-2	by MSR	Approval	each SA	Publications Tree content is mostly contained in the SSTDL, if deliveries coincide.

ANNEX B

CDRL Line Number	Data Item Title	SOW Clause Ref	Ref	Version	Delivery Schedule	Quantity	Delivery Location	Data Item Description Reference	C'wealth Action Period	C'wealth Action Required	Maintenance	Notes
a	b	c	d	e	f	g	h	i	j	k	l	m
ILS-1040	Publication Packages	5.3.3.2	a	As per Approved Publications Tree	As per Approved Publications Tree	1H, DMS	CR	DID-ILS-TDATA-PUBPACK	40	See notes	each SA and FA	<p>Note to Drafters: Confirm if the authorised copy of publications must be in hard copy. If not, then hard copies (1H) may not be required.</p> <p>Commonwealth actions: for Draft Publications - Approval for Final Publications - Acceptance</p>
ILS-1050	Codification Data	5.3.3.3	a	Initial see note.	DDR+20	DMS	CR	DID-ILS-TDATA-CDATA	40	Approval	NA	For new elements of the Mission System design that are unlikely to change.
			b	Final	PPR+20	DMS	CR		40	Approval	6M	For all remaining elements of the Materiel System being delivered.
ILS-1060	Logistic Support Analysis Record (LSAR)	5.3.3.4	a	Progressive see note.	MSR-20 see note.	DMS	CR	DID-ILS-TDATA-LSAR	by MSR	Review	NA	As a minimum, data is populated to the extent described in the DID for each MSR. Not delivered for RSR.
			b	Final	Each SA-20	DMS	CR		by MSR	Approval	6M	This version is Accepted because it will form part of the Support System.
			c	Update	FA-40	1S	CR		20	Acceptance	NA	
ILS-1210	Facilities Requirements Analysis Report (FRAR)	5.2.3.5	a	Draft	SDR-20	DMS	CR	DID-ILS-FAC-FRAR	by MSR	Review	NA	To ensure that the Facilities considerations are consistent with the proposed Materiel System.
			b	Final	DDR-20	DMS	CR		by MSR	Approval	6M	
ILS-1310	Personnel Resource Requirements List	5.2.3.6	a	Draft	PDR-20	DMS	CR	DID-ILS-PERS-PRRL	by MSR	Review	NA	To ensure that the Personnel requirements are consistent with the proposed Materiel System.
			b	Final	DDR-20	DMS	CR		by MSR	Approval	each SA and FA	
CM-100	Configuration Management Plan (CMP)	6.1	a	Final	ED+40	1H, DMS	CR	DID-CM-MGT-CMP	20	Approval	12M	
CM-110	Configuration Status Accounting Reports	6.5	a	Final	SRR+20	DMS	CR	DID-CM-DATA-CSAR	by MSR	Approval	R(E)-20, and each FCA, PCA and SA	

ANNEX B

CDRL Line Number	Data Item Title	SOW Clause Ref	Ref	Version	Delivery Schedule	Quantity	Delivery Location	Data Item Description Reference	C'wealth Action Period	C'wealth Action Required	Maintenance	Notes
a	b	c	d	e	f	g	h	i	j	k	l	m
CM-120	CSA Exchange Data	6.5	a	Final	SRR	1S	CR	DID-CM-DATA-XDATA	20	Approval	3M	Note to drafters: Delete if CSA data transfer is not required.
CM-130	Engineering Change Proposal (ECP)	6.4	a		When required	DMS	CR	DID-CM-MGT-ECP	40 (or as agreed between the parties)	For Major Changes: CCP approval. For Minor Changes: Review	NA	
V&V-100	Verification and Validation Plan (V&VP)	7.1.2	a	Final	SRR-20	1H, DMS	CR	DID-V&V-MGT-V&VP-2	by MSR	Approval	R(E) and 12M after DDR	
V&V-200	Verification Cross Reference Matrix (VCRM)	7.1.3	a	Pt 1 Draft	SRR-20	DMS	CR	DID-V&V-DEF-VCRM	by MSR	Review	NA	To ensure that the Mission System requirements are verifiable and that a method of verification has been established for each requirement.
			b	Pt1 Final	SDR-20	DMS	CR		by MSR	Approval	R(E)	To correspond with the SS requirements for the Mission System.
			c	Pt2 Progressive	Monthly during testing	DMS	CR		10	Review	NA	To provide updates to the status tracking during the V&V process.
			d	Pt2 Final	FCA	DMS	CR		by MSR	Approval	each SA and FA	
V&V-250	Contractor's Previous V&V Results Package	7.1.4	a	Final	SDR-20	DMS	CR	DID-V&V-DEF-PV&VRP	by MSR	Review	R(E)	
V&V-310	Acceptance Test Plan & Procedures (ATP&Ps)	7.2.2	a	Final	Each TRR-40	DMS	CR	DID-V&V-TST-ATP&P	by MSR	Approval	NA	To include the plans and procedures applicable to the particular TRR and phase.
V&V-320	Acceptance Test Reports (ATRs)	7.2.2	a	Final	Test completion+5	1H, DMS	CR	DID-V&V-TST-ATREP-2	10	Approval	NA	The CR may agree to a revised delivery schedule and action period for more complex ATProcs.
AIC-100	Australian Industry Capability Plan	10.1	a	Draft	ED+3M	DMS	CR	DID-PM-AIC-AICP-2	20	Review	NA	
			b	Final	ED+7M	DMS	CR		20	Approval	12M, or when change required	

ANNEX B

CDRL Line Number	Data Item Title	SOW Clause Ref	Ref	Version	Delivery Schedule	Quantity	Delivery Location	Data Item Description Reference	C'wealth Action Period	C'wealth Action Required	Maintenance	Notes
a	b	c	d	e	f	g	h	i	j	k	l	m
AIC-110	Industry Forum Agenda	10.2	a	Final	Forum-10	DMS	CR	As defined by the Contractor	10	Review	NA	
AIC-120	Industry Forum Presentation Package	10.2.2	a	Final	Forum-10	DMS	CR	As defined by the Contractor	10	Review	NA	
AIC-130	Industry Forum Minutes	10.2.2	a	Final	Forum+10	DMS	CR	As defined by the Contractor	10	Review	NA	
AIC-160	AIC Remediation Plan	COC 4.4	a	Final	When required iaw COC clause 4.4	DMS	CR	DID-PM-MGT-RP	20	Approval	NA	

ANNEX C

KNOWN HAZARDS AT COMMONWEALTH PREMISES (OPTIONAL)**1. PURPOSE**

- 1.1 This Annex C summarises the hazards that are known to be present at Commonwealth Premises where work may be performed under the Contract.

2. WHS HAZARDS

Note to drafters: Applicable Commonwealth Premises should be listed under clause 2.1. Details must be added for each of the applicable Commonwealth Premises under clauses 3, 4, and so on (or as enclosures). Refer to the SOW Tailoring Guide for further guidance.

- 2.1 The Contractor acknowledges that this Annex provides a list of known Problematic Substances, ACM, Problematic Sources and other hazards are present at ('the applicable Commonwealth Premises'):
- a. [INSERT THE NAME OF THE COMMONWEALTH PREMISES AT WHICH WORK WILL BE UNDERTAKEN]; and
 - b. [INSERT THE NAME OF THE COMMONWEALTH PREMISES AT WHICH WORK WILL BE UNDERTAKEN].
- 2.2 The Contractor further acknowledges that:
- a. details in this Annex C are not intended to be comprehensive or exhaustive, but provide an overview of the general location of known Problematic Substances, ACM, Problematic Sources, and other hazards;
 - b. the referenced survey reports identified in the 'Comments / Survey Report' column of each table, for each of the Commonwealth Premises, should be consulted for specific details of the known hazards;
 - c. the referenced survey reports may be amended or superseded during the term of the Contract and the latest documents should be sought from the Commonwealth Representative prior to undertaking work at each location; and
 - d. this Annex C does not necessarily repeat the information that is contained in the Hazard Log, for hazards included within the Supplies, or the Approved Problematic Substances and Problematic Sources Register within the Approved Health and Safety Management Plan, for those Problematic Substances and Problematic Sources that the Contractor may bring onto Commonwealth Premises in the performance of the Contract.

Note to drafters: Drafters are to copy clause 3 and create new clauses (ie, clauses 4, 5, etc) for each of the Commonwealth Premises (eg, area or building) where the Contractor and/or Subcontractors may work (or include details in enclosures). Drafters should insert the name of the Commonwealth Premises into the headings, as indicated below. If sites are near-identical a clause may address multiple sites (eg, for ships, insert the class of ship as the heading).

3. KNOWN WHS HAZARDS AT [INSERT THE NAME OF THE COMMONWEALTH PREMISES AT WHICH WORK WILL BE UNDERTAKEN]

Note to drafters: Table C-1 should be populated with information relevant to the Commonwealth Premises that the Contractor's and Subcontractors' staff are likely to occupy on a temporary or long-term basis in relation to Contract work (eg, for installations, V&V or as GFF). All entries in the draft table below are given as suggestions only and must be replaced with details specific to the Contract. If there are no Problematic Sources or 'other hazards', reference to Table C-2 or Table C-3, respectively, should be deleted from the note to tenderers.

Note to tenderers: Copies of the Survey Reports in Table C-1, Table C-2, and Table C-3 are provided in the Technical Library for perusal by tenderers.

- 3.1 The Contractor acknowledges that Table C-1 lists and references survey details for the known Problematic Substances, ACM and other substances that could cause Contamination, where applicable, for the Contractor's work areas at the applicable Commonwealth Premises.

ANNEX C

Table C-1: Known Problematic Substances and ACM at applicable Commonwealth Premises

Problematic Substances / ACM	Substance Location		Comments / Survey Report
	Facility/Area	Location	
ACM	Building number [TBD Drafter]	Standby generator facility – roof cladding, lining and wall cladding.	[TBD Drafter] Asbestos Hazard Register.
Lead	All buildings	Lead-based paint used extensively throughout buildings.	Lead Management Report, dated [INSERT DATE].
Hydrocarbons	Area X 'Fuel Farm'	All areas inside perimeter fence.	Hydrocarbon Report, dated [INSERT DATE].
Hydrocarbons	Building number [TBD Drafter]	Standby generator facility.	Hydrocarbon Report, dated [INSERT DATE].
[TBD Drafter]	[TBD Drafter]	[TBD Drafter]	[TBD Drafter]

Note to drafters: Amend the following clause and table when Problematic Sources (eg, RADHAZ) are present in areas where Contractor and Subcontractor staff may work on Commonwealth Premises (including ships). Draft entries in the table below must be replaced with Contract specific details.

- 3.2 The Contractor acknowledges that Table C-2 lists and references survey details for known Problematic Sources for the Contractor's work areas at the applicable Commonwealth Premises.

Table C-2: List of Problematic Sources at Commonwealth Premises

Problematic Source	Location	Comments / Survey Report
Air Traffic Control Radar	As identified in RADHAZ Survey Report	[INSERT REFERENCE] RADHAZ Survey Report dated [INSERT DATE]
Non Destructive Testing Equipment	Non Destructive Inspection workshop	Source Licence [INSERT REFERENCE], Facility Licence [INSERT REFERENCE]
Gaseous Tritium Light Sources	Electrical and Instrument Repair Workshop	Standing Orders [INSERT REFERENCE]
[TBD Drafter]	[TBD Drafter]	[INSERT REFERENCE] RADHAZ Survey Report dated [INSERT DATE]

Note to drafters: Amend the following clause and table for any other known hazards within the areas where Contractor and Subcontractor staff may work on Commonwealth Premises. These may include high-voltage electrical substations, high-noise areas, and any other hazard. If there are no other relevant safety hazards, the clause and table may be deleted.

- 3.3 The Contractor acknowledges that Table C-3 lists other known safety hazards in proximity of the Contractor's work areas at the applicable Commonwealth Premises.

Table C-3: List of other Safety Hazards at Commonwealth Premises

Hazard	Location	Comments / Survey Report
[DRAFTER TO INSERT NAME]	[INSERT BUILDING / LOCATION]	[INSERT REFERENCE] dated [INSERT DATE]
		[INSERT REFERENCE] dated [INSERT DATE]

ANNEX D

MANDATED SYSTEM REVIEW CHECKLISTS (OPTIONAL)

Note to drafters: *This Annex may be included in the Contract if the SOW requires MSR Checklists that include Commonwealth specified requirements, and the ASDEFCON (Strategic Materiel) MSR checklists are considered too detailed. This avoids checklist requirements being given 'by notice'. Requirements in this Annex are to be included in the checklists for MSRs developed by the Contractor within their management plans, which are subject to Approval.*

This template has 'moderate' requirements for MSR Checklists, and these should be tailored to the needs of each Contract. In doing so, drafters should review the objectives for each MSR in the SOW, the Milestone criteria in Attachment C, and common requirements in SOW clause 3.9.4, when tailoring the MSR Checklists in this Annex. For contracts of high technical complexity, drafters should consider the MSR Checklists in ASDEFCON (Strategic Materiel). As background, refer to Technical Reviews in EIA-632, Process for Engineering a System.

1. INTRODUCTION

- 1.1 This Annex identifies the Commonwealth requirements for entry criteria, review items and exit criteria for those Mandated System Reviews (MSRs) that are required by the SOW.
- 1.2 The Contractor shall incorporate the Commonwealth's requirements for the MSRs included in this annex in accordance with the SOW.

2. COMMONWEALTH MSR CHECKLIST REQUIREMENTS

Note to drafters: *If two MSRs have been merged, then drafters should consolidate the applicable checklist requirements. If a MSR has been removed from the SOW, the checklist requirements in this annex for that MSR should also be removed.*

2.1 Resource and Schedule Review (Optional)

Note to drafters: *If the Contract requires an Earned Value Management System (EVMS), change the heading clause 2.1 to 'Integrated Baseline Review' and refer to MSR-CHECKLIST-IBR, from the ASDEFCON (Strategic Materiel) templates, to develop alternative or additional entry criteria, exit criteria and/or review items. If the RSR is not included in the SOW, replace the following clause with 'Not used'.*

- 2.1.1 The requirements for the Resource and Schedule Review (RSR) shall include:
- a. the following entry criteria, in addition to those set out in clause 3.9.4 of the SOW:
 - (i) the CWBS complies with the CWBS DID, reflects the entire scope of work (including the work identified in the Contractor's management plans), and is defined to an appropriate level of detail to enable review at the RSR;
 - (ii) the CMS complies with the CWBS DID, reflects the full scope of work activities to be scheduled, and includes, where applicable, Approved Subcontractor schedules; and
 - (iii) risks with the potential to impact upon the viability of the CMS have been identified and documented, including any assumptions that may need to be referenced in the future;
 - b. the following review items, including the associated objective evidence:
 - (i) the CWBS (including the CWBS dictionary, structure and elements) is structured around the major products to be delivered, includes cross-references to all scope-related elements of the Contract, and provides a suitable framework for planning, management, status reporting and cost estimation for the Contract, and for the development of the CMS;
 - (ii) the CMS (including the sequence of activities, milestones and decision points) is derived from, and traceable to, the CWBS, includes all schedule constraints identified in the Contract, is structurally sound, includes sufficient contingency to address the identified risks, identifies the required resources, and represents a logical sequence of activities to satisfy the requirements of the Contract and for evaluating progress against that schedule;

- (iii) work activities for Approved Subcontractors have been devolved into sufficient detail in both the CWBS and CMS and suitably scheduled to enable planning and monitoring of their work;
 - (iv) the CWBS and CMS are consistent with, and justify, the cost basis for the Price Schedule at Annex A to Attachment B and the schedule basis for the Delivery Schedule at Attachment C;
 - (v) the control account managers and work package managers have an adequate understanding of the CWBS and the CMS, including the relationships with any implementation of cost and schedule performance monitoring / management by the Contractor under the Contract and the proposed tools to be used; and
 - (vi) Commonwealth Representative tasks and activities to be undertaken by Associated Parties that interface with Contractor tasks, have been included in sufficient detail; and
- c. the following exit criteria, in addition to those set out in clause 3.9.4 of the SOW:
- (i) cost and schedule drivers, and associated risks, have been assessed, and adequately addressed in the Contractor's CWBS and CMS; and
 - (ii) the Commonwealth Representative considers the CMS to be realistic and achievable.

2.2 System Requirements Review (Optional)

Note to drafters: Amend the following clause if the project team wishes to include entry criteria, exit criteria and/or review items for SRR. If the SRR is not required in the SOW (ie, only an SDR will be held), replace the following clause 'Not used'.

- 2.2.1** There are no Commonwealth entry criteria, exit criteria or review items for System Requirements Review (SRR) in addition to the requirements in the main body of the SOW.

2.3 System Definition Review (Core)

- 2.3.1** The requirements for the System Definition Review (SDR) shall include:

- a. the following entry criteria, in addition to those set out in clause 3.9.4 of the SOW:
 - (i) operational and support concepts (in the Description of Requirement (DOR) Part B at Annex A to the SOW) have been reviewed and any changes proposed by the Contractor have been Approved by the Commonwealth Representative;
 - (ii) any Deviations (or variances) to the Specifications (in the DOR Part A or the Function and Performance Specification (FPS), as applicable) to address conflicts with proposed System Specification (SS) requirements, have been Approved by the Commonwealth Representative;
 - (iii) with the exception of any requirements issues to be addressed at SDR, the SS for the Mission System is complete, consistent, coherent, feasible, verifiable and, for each requirement, there is documented traceability to its source; and
 - (iv) Verification methods for the Mission System and the Support System have been documented within the Verification Cross Reference Matrix (VCRM), including traceability to the source requirements;
- b. the following review items, including the associated objective evidence:
 - (i) Mission System and Support System requirements are sufficiently defined to ensure that the Mission System can be used and supported in accordance with the scenarios described in the DOR / OCD;
 - (ii) specified functional requirements (ie, the SS and subordinate specifications) accurately reflect and are traceable to the source documents (ie, DOR / FPS);
 - (iii) all assumptions made with respect to defining system requirements for the Mission System have been analysed to ensure that they are consistent with the system being designed and developed;

- (iv) the system-level design for the Mission System (including the associated trade studies at this stage of the design process) confirms that the proposed solution to satisfy the system requirements is feasible, and will be operationally suitable, supportable and safe within acceptable levels of risk;
 - (v) all external interfaces for the Mission System and new Support System Components have been identified and are consistent with the documentation for those external interfaces, including specifications and standards;
 - (vi) Acceptance Verification methods and criteria are defined and considered to be feasible, effective and agreeable to the Commonwealth Representative;
 - (vii) the requirements to implement each Support System Constituent Capability (SSCC) are considered to be valid, feasible, and understood with respect to defining Support Resource needs, including for Personnel;
 - (viii) non-functional requirements (eg, for Reliability, Maintainability and Testability (RMT) and other 'ilities'), design constraints and technical risks, including critical failure modes, have been analysed sufficient to establish viable specifications and design goals for the next phase, including in relation to the Support System;
 - (ix) regulatory and certification requirements (eg, system safety, system security, RF spectrum, etc), addressed by the specialty engineering programs, are defined and the evaluations and accreditations are programmed into Contract plans, including in relation to the Support System; and
 - (x) the proposed solution remains consistent and compliant with applicable legislation, government policies and Contract obligations; and
- c. the following exit criteria, in addition to those set out in clause 3.9.4 of the SOW:
- (i) cost and schedule drivers, and risks, relating to both the Mission System and Support System have been assessed, and the Commonwealth Representative considers that these have been adequately addressed in the Contractor's plans for the next phase of development; and
 - (ii) the Commonwealth Representative has Approved the CCP for the SS to be incorporated into Annex A to the SOW.

2.4 Preliminary Design Review (Optional)

Note to drafters: Amend the following clause if the project team wishes to include entry criteria, exit criteria and/or review items for PDR. If the PDR is not required in the SOW (ie, only a DDR will be held), replace the following clause 'Not used'.

2.4.1 There are no Commonwealth entry criteria, exit criteria or review items for Preliminary Design Review (PDR) in addition to the requirements in the main body of the SOW.

2.5 Detailed Design Review (Core)

2.5.1 The requirements for the Detailed Design Review (DDR) shall include:

- a. the following entry criteria, in addition to those set out in clause 3.9.4 of the SOW:
 - (i) all Configuration Items (CIs) for the Mission System have been identified, the specifications for these CIs are complete, and bidirectional traceability between the SS and these CI specifications has been established;
 - (ii) a complete suite of Verification methods for each Mission System CI has been developed, including documented traceability to the source; and
 - (iii) sufficient objective evidence (eg, design metrics) has been provided to the Commonwealth Representative to confirm that the maturity of the Mission System design is sufficient for the purposes of conducting DDR, including those implications arising out of the Support System, operational Facilities and infrastructure, and external interfaces;
- b. the following review items, including the associated objective evidence:

- (i) any remaining requirements variances, voids and conflicts or any requirements 'to be determined' in the various specifications have been identified and an approach defined to address them;
 - (ii) any changes to the SS that conflict with the DOR Part A / FPS requirements have an Application for a Deviation that is Approved or proposed for Approval;
 - (iii) the detailed design will result in a Mission System (and, if applicable, a modified platform / system) that will be operationally effective, safe, secure and environmentally compliant when the Mission System is operated and supported in accordance with the operational and support concepts in the DOR Part B at Annex A to the SOW;
 - (iv) the design solution (as a set of hardware and/or Software CIs) meets the Mission System FBL and provides the required behaviour for each required state and mode, including failure modes;
 - (v) for each Software CI in the Mission System, the Software design is suitably defined to enable the implementation of design requirements, including through the assignment of detailed design characteristics to Software, functional and interface requirements, design rules, information flows, processing and storage requirements;
 - (vi) for each Software CI in the Mission System, there is sufficient evidence to justify that critical system performance characteristics will be achieved on the target Hardware CIs;
 - (vii) external interface design details for hardware and Software are defined and the available design data for interfacing systems is sufficient to enable the implementation of the system design requirements;
 - (viii) the results of significant analysis and trade studies have been presented in support of the maturity assessment for the Mission System design, including the outcomes of any Internal System Reviews conducted with Subcontractors and the outcomes of any independent analyses of the detailed design undertaken by the Contractor;
 - (ix) the design is able to be produced (including, where applicable, manufactured) within the allocated schedule with acceptable levels of risk;
 - (x) the outcomes of the specialty engineering programs demonstrate a balanced design that satisfies the specialty engineering requirements of the Mission System SS, including in relation to, for example, any required or recommended design margins (eg, for growth), useability criteria, Supportability requirements, electromagnetic compatibility (eg, with other proximate systems), and protective security, including cyber security;
 - (xi) the design solution addresses all regulatory and certification requirements (eg, system safety, system security, RF spectrum, etc) and the required evaluation / accreditation processes are achievable and programmed into Contract plans;
 - (xii) requirements for any new / modified Support System Components (including Technical Data) have been sufficiently defined to enable the development or modification of those components;
 - (xiii) operation and support activities, and the implementation requirements for each SSCC, are sufficiently defined to enable a detailed definition of all Support Resource requirements in the next phase of the Contract;
 - (xiv) Verification and Validation (V&V) documentation, including plans, VCRM, and Verification criteria and methods, are defined and documented for the Verification of the Mission System and the Support System against specified requirements, for the purposes of Acceptance; and
 - (xv) the proposed design solutions for the Mission System and the Support System are consistent with legislation, government policies, and other Contract obligations, including the Technical Data and Software rights; and
- c. the following exit criteria, in addition to those set out in clause 3.9.4 of the SOW:

- (i) designs for the Mission System, and any new Support System Components, are consistent with the specified requirements, and the Commonwealth Representative considers that the design is achievable and able to support production, installation and Verification activities; and
- (ii) the Commonwealth Representative considers that the design data is sufficient and suitable for describing the detailed design of the Mission System.

2.6 Provisioning Preparedness Review (Core)

Note to drafters: If a category of Support Resources (eg, special-to-type Packaging or Training Equipment) will not be applicable to the draft Contract, drafters may amend the following clauses accordingly. If the Commonwealth does not have additional entry criteria, exit criteria or review items for a PPR, drafters should replace the following clause with one that is similar to SRR or PDR above, but referring to PPR.

2.6.1 The requirements for the Provisioning Preparedness Review (PPR) shall include:

- a. the following entry criteria, in addition to those set out in clause 3.9.4 of the SOW:
 - (i) sufficient objective evidence (including modelling data if required under the Contract) has been provided to, and reviewed by, the Commonwealth to justify the recommended provisioning lists for Spares, special-to-type Packaging, Support and Test Equipment (S&TE) and Training Equipment (as applicable); and
 - (ii) unless otherwise agreed by the Commonwealth Representative, the provisioning lists address all requirements for the Mission System and Support System, including for normal and contingency operations (as required by the Contract), each of the SSCCs, and each level of Maintenance;
- b. the following review items, including the associated objective evidence:
 - (i) the recommended Spares, special-to-type Packaging, S&TE and Training Equipment (as applicable) are consistent with the related Technical Data (eg, maintenance manuals, Learning Management Packages (LMPs), and Mission System Configuration Management baseline);
 - (ii) the recommended quantities of Spares, special-to-type Packaging, S&TE and Training Equipment (as applicable) are consistent with the design solution and the specified requirements for the Support System and for Mission System availability and sustainability requirements, as applicable; and
 - (iii) individual price and provisioning lead time data is provided for each item of Spares, special-to-type Packaging, S&TE and Training Equipment (as applicable), including whether or not the total prices for the recommended provisioning quantities of these items fit within the corresponding Not-To-Exceed (NTE) prices within Attachment B; and
- c. the following exit criteria, in addition to those set out in clause 3.9.4 of the SOW:
 - (i) the parties agree that the provisioning lists are complete, accurate, justified and suitable for incorporation into the Contract (as a component of Attachment B) to define the deliverable items of Spares, special-to-type Packaging, S&TE and Training Equipment (as applicable).

2.7 Training Readiness Review (Optional)

Note to drafters: If the TNGRR is not included in the SOW, replace the following clause with 'Not used'.

2.7.1 The requirements for the Training Readiness Review (TNGRR) shall include:

- a. the following entry criteria, in addition to those set out in clause 3.9.4 of the SOW:
 - (i) if applicable, any new / modified Training Facilities are considered suitable (eg, as a result of a FACRR) for the purposes of commencing Training for the courses that are the subject of the TNGRR;
 - (ii) sufficient quantities of Training Equipment have been delivered, installed in Facilities (if applicable), and functionally checked;

- (iii) if applicable, Computer Based Training (CBT) has been delivered, installed and functionally checked on the intended delivery platform; and
 - (iv) Learning Management Packages (LMPs), including Training Materials, have been reviewed by the Commonwealth Representative and Training stakeholders, and are compliant with the Contract and considered suitable for the purposes of conducting the MSR;
- b. the following review items, including the associated objective evidence:
 - (i) the proposed Training courses, Training Equipment, Training Materials and all associated resources will enable training participants to develop the necessary competencies required to achieve the specified operation and support functions of the Mission System and the Support System;
 - (ii) any additional Training Equipment, Training Materials and other resources have been delivered, or are scheduled for delivery at a time that enables the delivery of Training to commence when scheduled;
 - (iii) course participants have been nominated and their prerequisite training and education requirements have been confirmed as suitable for the Training; and
 - (iv) any other resources to be provided by the Commonwealth (or a third party) are prepared or will be prepared in time for the scheduled Training; and
- c. the following exit criteria, in addition to those set out in clause 3.9.4 of the SOW:
 - (i) if applicable, Training course accreditation (eg, for Vocational Education and Training accredited courses) and accreditation of the Registered Training Organisation have been achieved, or are considered sufficient by the accreditation authority to proceed with trial Training course delivery;
 - (ii) the Contractor is ready to commence Training delivery, including in co-ordination with the V&V program and Transition activities, as applicable; and
 - (iii) all Commonwealth Facilities, Personnel, Training Equipment and any other Support Resources required, have been scheduled and will be available for the commencement of Training.

2.8 Facilities Readiness Review (Optional)

Note to drafters: If the FACRR is not included in the SOW, replace the following clause with 'Not used'.

2.8.1 The requirements for the Facilities Readiness Review (FACRR) shall include:

- a. the following entry criteria, in addition to those set out in clause 3.9.4 of the SOW:
 - (i) any building inspections required by legislation, for suitability, safety, or otherwise related to the work undertaken at the Facilities, have been conducted and copies of the applicable reports / certificates / permits have been delivered to the Commonwealth; and
 - (ii) if applicable, all necessary licences, permits and workplace registrations (eg, Work Health and Safety (WHS) and environmental) for the Facilities and/or for the activities to be conducted in the Facilities are in place, or sufficient progress has been made in obtaining these licences, permits and workplace registrations to enable FACRR to be entered;
- b. the following review items, including the associated objective evidence:
 - (i) the new / modified Facilities, and applicable equipment fit-out have the capability to provide the functions needed for the support and/or operation of the Mission System, as set out in the Contract and the associated data items;
 - (ii) the new / modified Facilities, and applicable equipment fit-out have the capacity to provide support (ie, for Operating Support, Engineering Support, Maintenance Support, Supply Support and Training Support, as applicable) to the levels that enable Mission System availability and sustainability requirements, as set out in the Contract and the associated data items, to be achieved; and

- (iii) if applicable, plans or support contracts have been put in place for the upkeep and maintenance of the new / modified Facilities and equipment fit-out; and
- c. the following exit criteria, in addition to those set out in clause 3.9.4 of the SOW:
 - (i) the Facilities are ready for occupation and, if applicable, the commencement of Training and/or V&V activities in those Facilities; and
 - (ii) if applicable, plans and/or support contracts for Facility upkeep and maintenance are deemed to be realistic and achievable.

2.9 Test Readiness Review (Optional)

Note to drafters: If the TRR is not included in the SOW, replace the following clause with 'Not used'.

2.9.1 The requirements for the Test Readiness Review (TRR) shall include:

- a. the following entry criteria, in addition to those set out in clause 3.9.4 of the SOW:

Note: The term 'item under test' in the following clauses means a Configuration Item (CI), group of CIs, subsystem, component (including Support System Constituent Capability) or system (including Mission Systems, Support System or combination thereof) that is undergoing test activities as part of Acceptance Verification and Validation (AV&V).

- (i) the status of all design and test documentation for each item under test has been established and declared to the Commonwealth Representative;
 - (ii) traceability from the requirements for each item under test to the test procedures and to the Contract test (Verification) requirements has been established and declared to the Commonwealth; and
 - (iii) the developmental status of each item under test is mature enough to enable effective conduct of the associated AV&V activities;
- b. the following review items, including the associated objective evidence:
 - (i) any configuration changes to items under test have been addressed in the current test procedures, including any changes since previous testing;
 - (ii) consistent configurations for the items under test and the test environment have been established;
 - (iii) test procedures have been reviewed by both parties and Approved by the Commonwealth Representative;
 - (iv) safety hazards and risks have been assessed, and appropriate safe-work methods have been defined and reviewed by an applicable safety authority and Approved by the Commonwealth Representative;
 - (v) adequate procedures are in place to capture test results and failure data;
 - (vi) a strategy for regression testing, subsequent to any test failures, has been agreed; and
 - (vii) all resources required for the test program, including access to Government Facilities, Government Furnished Services (eg, operation of exercise ranges), Personnel, Contractor and third party resources have been identified and scheduled; and
- c. the following exit criteria, in addition to those set out in clause 3.9.4 of the SOW:
 - (i) the items under test and the test procedures have been agreed, by both parties, as being satisfactory to support formal testing; and
 - (ii) all resources required for the test activities, including personnel, equipment and facilities, are available.

2.10 Functional Configuration Audit (Optional)

Note to drafters: If the FCA is not included in the SOW, replace the following clause with 'Not used'.

2.10.1 The requirements for the Functional Configuration Audit (FCA) shall include:

- a. the following entry criteria, in addition to those set out in clause 3.9.4 of the SOW:
 - (i) the Configuration Items (CIs) to be audited have been clearly identified to the Commonwealth Representative;
 - (ii) the Contractor has provided the Commonwealth Representative with a list and the details of all Deviations (including variances) and waivers, Approved and pending, for the CIs; and
 - (iii) bi-directional traceability, from system requirements to the CI, and from the CI to system requirements, has been established;
- b. the following review items, including the associated objective evidence:
 - (i) all Deviations and waivers applicable to the CIs have been Approved;
 - (ii) each requirement in each CI's functional baseline / specification has been Verified by the agreed method (including by analysis of prior V&V results or through quality assurance processes, if applicable); and
 - (iii) each CI is of the same configuration as that Verified or adequate regression testing has been performed to address any change in configuration; and
- c. the following exit criteria, in addition to those set out in clause 3.9.4 of the SOW:
 - (i) the FCA confirms that the CI conforms to its specification;
 - (ii) the test procedures, reports and data used by the FCA team have been made a matter of record in the FCA minutes;
 - (iii) any required updates to configuration data have been made and agreed by the Commonwealth Representative; and
 - (iv) the functional baseline / specifications for the CIs audited are up to date.

2.11 Physical Configuration Audit (Optional)

Note to drafters: If the PCA is not included in the SOW, replace the following clause with 'Not used'.

2.11.1 The requirements for the Physical Configuration Audit (PCA) shall include:

- a. the following entry criteria, in addition to those set out in clause 3.9.4 of the SOW:
 - (i) where specified in the Contract, the Commonwealth Representative has Approved the Functional Baseline for the CI in accordance with the Contract;
 - (ii) the final draft of the product specifications for the CIs to be audited have been delivered to the Commonwealth Representative for review; and
 - (iii) the configuration of the CIs (including build status, all Deviations, nomenclature, specification details, drawings, part numbers and Software documentation) have been clearly identified to the Commonwealth Representative;
- b. the following review items, including the associated objective evidence:
 - (i) all Deviations applicable to the CIs have been Approved;
 - (ii) if there are differences between the configuration of the CI audited and the item used for the FCA, the Contractor has demonstrated that the differences do not degrade the functional characteristics of the CI;
 - (iii) records of baseline configuration for the hardware been reviewed by direct comparison with the Contractor's engineering release system and change control procedures to establish that the configuration being produced / reviewed does accurately reflect released engineering data;
 - (iv) documentation describing the CIs being audited has been reviewed to confirm accuracy, completeness and conformance with any required standards, including those referenced in the Contract (eg, Data Item Descriptions);
 - (v) drawings and design data, as selected by the Commonwealth Representative, have been audited against hardware CIs, and the drawings (including current revisions) and design data, accurately reflect the CIs audited;

- (vi) hardware CIs, as selected by the Commonwealth Representative (eg, by part number), have been audited against respective drawings, design data and manufacturing instructions, and the CIs accurately reflect this documentation, including the configuration of subordinate components;
 - (vii) each Software CI audited accurately reflects its specifications, the top-level (application) and lower-level design descriptions, and operational and support information relating to that Software CI;
 - (viii) spare parts, provisioned and delivered prior to the PCA, remain applicable to the build standard for the Mission System / high-level CI; and
 - (ix) the Configuration Status Accounting (CSA) system and the Contractor's release process is controlled, and capable of accurately determining superseded configurations, engineering changes during production, and the configuration of each CI offered for Acceptance; and
- c. the following exit criteria, in addition to those set out in clause 3.9.4 of the SOW:
- (i) the data used by the PCA team have been made a matter of record in the PCA minutes;
 - (ii) all differences (if any) between the CI audited (as built / maintained / modified) and the CI to be qualified (build standard / baseline) have been recorded; and
 - (iii) the build records for the CIs audited confirm that the CIs have been built in accordance with the drawings, Software design documentation and specifications, and that the Product Baseline is accurate.

2.12 System Acceptance Audit (Optional)

Note to drafters: If the SAA is not included in the SOW, replace the following clause with 'Not used'.

2.12.1 The requirements for the System Acceptance Audit (SAA) shall include:

- a. the following entry criteria, in addition to those set out in clause 3.9.4 of the SOW:
- (i) the Mission Systems and Support System Components being offered for Acceptance ('**SAA Supplies**') have been delivered to the required delivery points in accordance with the Contract;
 - (ii) Acceptance V&V (AV&V) activities, as required under the Contract, have been completed for the SAA Supplies, and the configuration of the SAA Supplies has not changed since the completion of the AV&V activities, except where otherwise agreed by the Commonwealth Representative;
 - (iii) where FCAs and PCAs were conducted for any of the SAA Supplies, the exit criteria for those Configuration Audits have been satisfied;
 - (iv) system certification and design registrations, as applicable, have been achieved and evidence provided to the Commonwealth Representative;
 - (v) Operator and support (eg, Maintenance) Training has been provided to Defence Personnel, as required under the Contract; and
 - (vi) each Supplies Acceptance Certificate (SAC) required for the SAA Supplies has been delivered to the Commonwealth Representative, with supporting documents (eg, receipt documentation and certificates of conformance) and, if applicable, an Application for a Deviation (AFD) for each minor defect within the Supplies;
- b. the following review items, including the associated objective evidence:
- (i) all elements of the SOW that affect the scope of the matters to be considered in relation to the SAA Supplies have been addressed;
 - (ii) the Supplies meet their specifications, regulatory certification requirements, design registrations, and any additional legislative or statutory obligations;
 - (iii) any outstanding issues from the set of FCA and PCA activities conducted on the SAA Supplies been reviewed to ensure that all of the issues have been addressed to the satisfaction of the Commonwealth Representative;

- (iv) sufficient quantities of Support Resources, for the number and locations of Mission Systems delivered, have been delivered to Defence operational and support elements, and the Contractor (Support) if applicable, to satisfy the operational and support requirements specified in the Contract;
- (v) all Technical Data, which will be used by Defence Personnel to operate and support the SAA Supplies (eg, Publications and data required for Defence logistic information management systems), has been Accepted or Approved, as required under the Contract;

Option A: If the Contract will be linked to a Contract (Support) include the following clauses and ensure that Milestones in the Contract (Support) are linked to the applicable SAAs as 'Concurrent Contract Milestones'. See the ASDEFCON Linkages Module for guidance.

- (vi) if applicable to the SAA Supplies, the Phase In activities for any linked Contract (Support) have been checked to confirm that appropriate contractually-provided support will be in place, as required, when the relevant SAA Supplies are required to be employed by Defence operational elements;
- (vii) if applicable to the SAA Supplies, the ramp-up activities for any linked Contract (Support) have been checked to confirm that appropriate contractually-provided support will be in place, as required, when the relevant SAA Supplies are required to be employed by Defence operational elements; and

Option B: If the Contract is not formally linked to a Contract (Support) and the Contractor (Support) is treated as an Associated Party.

- (viii) if applicable to the SAA Supplies, the Contractor has done everything reasonably required under the Contract to facilitate the Phase In activities of any associated Contract (Support) to ensure that appropriate contractually-provided support will be in place, as required, when the relevant SAA Supplies are required to be employed by Defence operational elements;
- (ix) if applicable to the SAA Supplies, the Contractor has done everything reasonably required under the Contract to facilitate the ramp-up activities of any associated Contract (Support) to ensure that appropriate contractually-provided support will be in place, as required, when the relevant SAA Supplies are required to be employed by Defence operational elements; and

- (x) the applicable AIC Obligations, which are linked to the Acceptance of the SAA Supplies (eg, in relation to Australian Industry Activities (AIAs)), have been checked to confirm that these AIC Obligations have been achieved; and
- c. the following exit criteria, in addition to those set out in clause 3.9.4 of the SOW:
- (i) the Acceptance Verification activities have confirmed that the SAA Supplies have no failures that are categorised as either Failure Severity 1 or Failure Severity 2;
 - (ii) the Acceptance Verification activities have confirmed that, where the SAA Supplies have failures or anomalies that, by themselves, would be categorised as Failure Severity 3, Failure Severity 4 or Failure Severity 5, the number of failures / anomalies and/or the frequency of their occurrence does not cause them to be categorised, in aggregate, at Failure Severity 1 or Failure Severity 2;
 - (iii) subject to paragraph (ii) above, the Acceptance Verification activities have confirmed that the SAA Supplies have no more than the agreed number of failures or anomalies per CI identified in the applicable Approved Acceptance Test Plan and Procedures (ATP&P), which are categorised as Failure Severity 3, Failure Severity 4 or Failure Severity 5;
 - (iv) when required, Design Acceptance / certification for the SAA Supplies has been provided by the relevant regulatory authority;

- (v) the Commonwealth Representative has Approved each required Design Certificate for the SAA Supplies;
- (vi) evidence of ADF regulatory / assurance or third-party certification, design registration, and all applicable statutory obligations has been delivered to, and assessed as acceptable by, the Commonwealth Representative;
- (vii) where Acceptance of the SAA Supplies will enable the Commonwealth to perform specified functions or achieve a level of Capability defined in the Contract (eg, in a Milestone description), the Commonwealth Representative assesses that the elements being provided by the Contractor are satisfactory and sufficient for these purposes;

Option: If the Contract will be linked to a Contract (Support), include the following clause.

- (viii) where, in conjunction with the Acceptance of the SAA Supplies, support services also need to be provided through an accompanying Contract (Support) to perform specified functions and/or achieve a level of Capability defined in the Contract, the Commonwealth Representative assesses that the services, which are either being provided through the Contract (Support) or will be provided after the Operative Date under the Contract (Support), are satisfactory and sufficient for these purposes;
- (ix) where AIC Obligations are linked to Acceptance of the SAA Supplies, including the transfer, creation or upgrade of skills, resources and Intellectual Property, as applicable, the Commonwealth Representative assesses that these AIC Obligations have been achieved;
- (x) the Technical Data and Software Rights Schedule is up-to-date and consistent with the configuration of the SAA Supplies and the configuration of all previously Accepted Supplies, except where otherwise agreed by the Commonwealth Representative;
- (xi) the Configuration Status Account (CSA), including any related data items that define the configuration (in full or in part) of the SAA Supplies (eg, CSA Report and MSTDT), have been updated to reflect any required changes identified through the SAA;
- (xii) the SSTDL is up-to-date and consistent with the configuration of the SAA Supplies, and the Technical Data identified in the Approved SSTDL for delivery to all of the respective parties identified in the SSTDL other than the Commonwealth (eg, in-country support contractors and subcontractors) for the operation and support of the SAA Supplies, has been delivered to those respective parties; and
- (xiii) the required Supplies Acceptance Certificates for the delivered SAA Supplies have been signed by the Commonwealth Representative.

2.13 Defence-Required Australian Industrial Capability Readiness Review (Optional)

Note to drafters: Within a contract, DRAICs specify requirements for Australian Industry Activities, as part of the Australian Industry Capability (AIC) program, which are subject to Verification and Acceptance. Refer to the AIC Guide for ASDEFCON for further information. If DRAICs are to be included in the draft Contract (and specified in Attachment F), drafters are to review the DRAICRR MSR Checklist in ASDEFCON (Strategic Materiel) and incorporate the applicable entry criteria, review items and exit criteria into the following clause (or reference the ASDEFCON (Strategic Materiel) MSR Checklist directly from this clause if the DRAICs warrant the application of the full MSR Checklist).

2.13.1 Not used.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-DES-GPR-V5.2

2. TITLE: GROWTH PROGRAM REPORT

3. DESCRIPTION AND INTENDED USE

3.1 The Contractor's program for the management of technology changes for the system, during the Contract and over its Life-of-Type (LOT), is described in the Systems Engineering Management Plan (SEMP). The Growth Program Report (GPR) documents the outcomes of the growth, evolution and Obsolescence program, and enables its success to be assessed. Where the term 'system' is used in this DID, it encompasses both the Mission System and the critical, high-value Support System Components.

3.2 The Contractor uses the GPR to:

- a. document the approach and procedures for managing technology changes over the LOT of the Mission System;
- b. document the approach and procedures that avoid Obsolescence problems at the time of delivery;
- c. present analysis to identify technological opportunities that might lead to improved Supportability of the Mission System and Support System Components; and
- d. present the progress of these activities up to Final Acceptance.

3.3 The Commonwealth uses the GPR to:

- a. gain an accurate insight into the approach and procedures being employed by the Contractor in the execution of activities related to the management of technology changes;
- b. ensure that the Contractor's design, development and production programs will not deliver equipment that has Obsolescence problems at the time of delivery;
- c. ensure that the Contractor's solutions for the Mission System and Support System minimises Life Cycle Cost (LCC) when system growth, Supportability and Obsolescence issues are taken into consideration, and
- d. monitor progress in achieving the above activities up to Final Acceptance.

4. INTER-RELATIONSHIPS

4.1 The GPR is subordinate to the SEM, and should be consistent with the standardisation aspects of the Integrated Support Plan (ISP) and the System Specification (SS).

5. APPLICABLE DOCUMENTS

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

Nil.

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

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

6.1.2 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.

6.2 Specific Content

6.2.1 General

6.2.1.1 The GPR shall be developed progressively during the Contract so that the Commonwealth may assess that:

- a. the Contractor's design, development and production programs will not deliver equipment that has Obsolescence problems at the time of delivery; and
- b. the Contractor's solution for the Materiel System minimises LCC when system growth and Obsolescence issues are taken into consideration.

6.2.2 Candidate Elements with Potential for Growth

6.2.2.1 The GPR shall document the reasons for selecting elements assessed by the Contractor to have the potential to change during the post-design phase (ie, post-DDR) or over the LOT of the Mission System due to:

- a. evolution of technology,
- b. changes to threats,
- c. changes to user needs,
- d. changes to external systems and interfaces; or
- e. system enhancements or upgrades.

6.2.2.2 Choice of candidate elements should include a consideration of both system hardware and Software, and elements that interface with humans. An element may be identified at any level of the system hierarchy and is not necessarily a Hardware Configuration Item (HWCI) or Computer Software Configuration item (CSCI) (ie, elements may include subsystems, segments or groups of design components).

6.2.2.3 The primary candidate elements are expected to come from the Mission System; however, some may be identified from critical, high-value Support System Components. Candidate elements are to include those elements under the control of Subcontractors.

6.2.3 Design Aspects

6.2.3.1 The GPR shall explain how the system design has made provision for those candidate elements to be either replaced or modified with new or updated technology. Examples of relevant design aspects include the use of architectural features such as:

- a. standardised internal and external interfaces with the greatest potential design lifetime (ideally greater than the LOT);
- b. an open, flexible infrastructure, capable of adaptation, extension and scaling to counter Obsolescence and to provide new functions and capacity;
- c. modularity of design;
- d. use of standards and 'openness' of architecture; and
- e. minimisation of Software dependence upon the hardware platform.

6.2.3.2 Key interfaces are those most likely to be subject to change or with the greatest desired design life. The GPR shall identify the key internal and external interfaces at which future change is likely to occur and discuss the design approach taken to ensure interface longevity.

6.2.3.3 The GPR shall identify likely impacts upon performance of the system that may be expected due to 'natural' evolution of technology and the consequence of that increased performance to the longevity of the overall design.

6.2.4 Support Phase

6.2.4.1 For the identified candidate elements, the GPR shall identify the expected need for upgrades over the LOT due to the evolution of technology, as well as the Contractor's plans and timeframes for incorporating any such upgrades.

6.2.4.2 The GPR shall identify and explain any implications for the Commonwealth of not maintaining the system delivered to the Commonwealth with the most current configuration of that system as it is upgraded by the Contractor through the LOT. The GPR shall also identify any implications should the Commonwealth choose not to proceed with any particular upgrade.

6.2.5 Technical Data and Software Rights

6.2.5.1 For each of the areas of potential system growth over the LOT, including the key interfaces discussed in response to clause 6.2.3.2, the GPR shall identify any issues and limitations associated with Technical Data and Software rights (including limits caused by the licensing of Intellectual Property) and how the Contractor proposes that these be addressed.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-DES-IRMTTPR-V5.2**
- 2. TITLE: INTEGRATED RELIABILITY, MAINTAINABILITY, AND TESTABILITY PROGRAM REPORT**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Integrated Reliability, Maintainability and Testability (IRMT) Program Report (IRMTTPR) describes how the methodologies and processes of the IRMT Program have been developed and implemented to meet the requirements of the Contract.
 - 3.2** The Contractor uses the IRMTTPR to:
 - a. describe the activities conducted as part of the IRMT engineering program for each level of the Mission System design, including any specific analysis techniques employed; and
 - b. describe how the IRMT engineering program activities have addressed the IRMT requirements of the Contract.
 - 3.3** The Commonwealth uses the IRMTTPR to:
 - a. understand and evaluate the Contractor's approach to meeting the IRMT engineering program; and
 - b. identify and understand the Commonwealth's involvement in the Contractor's IRMT engineering program, including the monitoring of the Contractor's IRMT engineering program.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The IRMTTPR is subordinate to the following data items, where these data items are required under the Contract:
 - a. Systems Engineering Management Plan (SEMP); and
 - b. Integrated Support Plan (ISP).
 - 4.2** The IRMTTPR is inter-relates with the following data items, where these data items are required under the Contract:
 - a. Logistic Support Analysis Record (LSAR);
 - b. Software Support Plan (SWSP); and
 - c. Growth Program Report (GPR).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:
Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clauses entitled 'General Requirements for Data Items'.
 - 6.1.2** 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.
 - 6.2 Specific Content**

 - 6.2.1 Activities and Results**
 - 6.2.1.1** The IRMTTPR shall:

- a. describe the activities conducted as part of the IRMT engineering program for each level of the Mission System design, including any specific analysis techniques employed; and
- b. describe how the IRMT engineering program activities have addressed the IRMT requirements of the Contract.

6.2.2 Standards

6.2.2.1 The IRMTPR shall identify the standards utilised by the Contractor, and Subcontractors, to undertake the IRMT engineering program, including standards pertaining to hardware and Software.

6.2.2.2 The IRMTPR shall describe tailoring of the identified standards to meet the IRMT-related requirements of the Contract for both hardware and Software, including:

- a. the tasks or processes undertaken from each standard, including the rationale for either including or excluding a task or process;
- b. the outcomes resulting from implementing each of the tasks or processes;
- c. how these outcomes relate to the requirements of the Contract and the Contractor's solutions for the Mission System and Support System;
- d. how these outcomes have been documented / captured;
- e. the data used from other programs (eg, SE program), to enable these outcomes to be achieved; and
- f. the tools utilised to undertake the tasks or processes; and
- g. the expected role of the Commonwealth in reviewing the outcomes.

6.2.3 Design and Analysis Products

6.2.3.1.1 The IRMTPR shall identify and describe each of the design and analysis products generated from each identified IRMT engineering program activity.

6.2.4 Software Reliability, Maintainability and Testability

6.2.4.1 The IRMTPR shall provide a detailed description of how the Contractor has addressed reliability, maintainability and testability for Software.

6.2.4.2 The IRMTPR shall identify each of the Software design and analysis products generated from each identified IRMT engineering program activity.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-MGT-SEMP-2-V5.2**
- 2. TITLE: SYSTEMS ENGINEERING MANAGEMENT PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Systems Engineering Management Plan (SEMP) describes the Contractor's strategy, plans, methodologies and processes for the management of a fully integrated engineering program in accordance with the Contract. The SEMF describes the relationships between concurrent activities as well as between sequential activities, to demonstrate that a fully integrated engineering program has been achieved.
 - 3.2** The Contractor uses the SEMF to provide the primary direction and guidance to the technical team responsible for conducting the scope of work.
 - 3.3** The Commonwealth uses the SEMF as a benchmark against which Contractor performance and changes in technical risk can be evaluated.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The SEMF shall be consistent with, and subordinate to, the Project Management Plan (PMP).
 - 4.2** The SEMF shall be the single planning and controlling document for all engineering program activities and related efforts, and shall have authority over, and give direction to, any subordinate engineering plans.
 - 4.3** The SEMF inter-relates with the following data items, where these data items are required under the Contract:
 - a. Integrated Support Plan (ISP);
 - b. Configuration Management Plan (CMP);
 - c. Verification and Validation Plan (V&VP); and
 - d. Quality Plan (QP).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

ANSI/EIA-632-2003	<i>Processes for Engineering a System</i>
AS/NZS ISO/IEC/IEE 12207:2019	<i>Systems and Software Engineering - Software life cycle processes</i>

The specialty engineering standards identified in the SOW (eg, in relation to system safety, system security and Electromagnetic Environmental Effects (E3))
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the SEMF shall summarise these aspects and refer to the other data item.
 - 6.1.3** 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.

6.2 Specific Content

6.2.1 Technical Plan Summary

6.2.1.1 The SEMP shall describe the objectives, scope, constraints, and assumptions associated with the Contractor's systems engineering program.

6.2.1.2 Risks associated with the Contractor's systems engineering program, including risks associated with the development and implementation of the required products, shall be documented in the Risk Register; however, the SEMP shall describe the risk-management strategies associated with any risks where the mitigation strategy underpins the overall systems engineering program (clause 6.2.5 refers).

6.2.1.3 The SEMP shall define its relationship to other planning documentation, including subordinate engineering plans and key non-technical plans such as the PMP.

6.2.1.4 The SEMP shall define the scope and purpose of subordinate engineering plans, including the interrelationships between subordinate plans.

6.2.2 Systems Engineering Key Activities

6.2.2.1 The SEMP shall describe the Contract technical objectives, with reference to the proposed solution and with particular emphasis on the technical products to be delivered and the extent of development required for them.

6.2.2.2 The SEMP shall identify the key engineering elements and events of the Contract, including the key events in the lifecycle of each product in the design hierarchy, the interrelationships between them, and those significant engineering events within the Contract schedule.

6.2.3 Engineering Management

6.2.3.1 The SEMP shall define the engineering organisation for the Contract, including the key engineering positions and the partitioning of engineering effort between the various Contractor and Subcontractor organisations.

6.2.3.2 The SEMP shall describe how technical effort will be coordinated to meet cost, schedule and performance objectives.

6.2.3.3 The SEMP shall summarise planned personnel needs, applicable to the various phases of the Contract, by discipline and level of expertise.

6.2.3.4 The SEMP shall identify the standards (eg, EIA-632 and ISO 12207) to be utilised by the Contractor and Subcontractors to undertake the Systems Engineering, Software, Configuration Management (CM), and Verification and Validation (V&V) program activities, including the proposed tailoring of those standards to meet requirements of the Contract.

6.2.4 Systems Engineering Process

6.2.4.1 The SEMP shall define the tailored application of the Contractor's Systems Engineering process to the activities of the Contract, including:

- a. the major products and/or increments to be delivered;
- b. the major outcomes to be achieved;
- c. the major Systems Engineering tools that will be used for the Contract;
- d. the methods for documentation and control of engineering and technical information, including expected specifications and Configuration Baselines;
- e. the methods and tools for analysis and Validation of system requirements;
- f. the required implementation tasks, including the integration and assembly of the system; and
- g. the approach, methods, procedures and tools to be used for systems analysis and control, including establishing and maintaining requirements traceability.

6.2.5 Technical Risk Management

6.2.5.1 Risks associated with the Systems Engineering program shall be documented in the Risk Register; however, the SEMP shall describe the risk management strategies associated with any global, engineering-related risks.

6.2.6 Software Development and Management

6.2.6.1 The SEMP shall define the tailored application of the Contractor's Software processes to the activities of the Contract, including:

- a. the integration of Software activities into the systems engineering program for the various products and/or increments to be delivered;
- b. the management of Software development activities undertaken by Subcontractors; and
- c. the development of Software being undertaken by the Contractor.

6.2.7 Verification and Validation

6.2.7.1 The SEMP shall, for the Contractor's V&V program:

- a. describe the V&V strategy, particularly describing how the V&V activities are integrated into the systems engineering program for the various products and/or increments to be delivered;
- b. summarise the V&V program activities and schedule;
- c. describe the use of the VCRM and the extent to which previous V&V results are proposed to be used for Acceptance Verification purposes;
- d. describe the process for recording Failure reporting and analysis, and the approach to regression testing; and
- e. identify the requirements for Commonwealth Personnel and other resources in order to conduct the V&V program.

6.2.8 Configuration Management

6.2.8.1 The SEMP shall describe the Contractor's CM methodology, processes and activities for meeting the CM requirements of the Contract, including:

- a. the approach planned to establish and maintain Configuration Control and audit of identified system products and processes;
- b. the requirements for establishing Configuration Baselines and the documentation to be used to define each baseline; and
- c. the approach planned to establish and maintain control of external and internal interfaces, including (if applicable) the conduct of Interface Control Working Groups (ICWGs).

6.2.9 System Reviews

6.2.9.1 The SEMP shall describe the approach planned for the conduct of all System Reviews (ie, Mandated System Reviews (MSRs) and Internal System Reviews) required under the Contract.

6.2.9.2 The SEMP shall describe the objectives for each engineering-related System Review and the relationship between each System Review and other engineering program activities.

Note: *The following clause only relates to the engineering-related System Reviews. The main governing plans for each of the Level 2 subject area clauses in the SOW address the other System Reviews (eg, the PMP addresses project management System Reviews, the ISP addresses ILS-related System Reviews, and the CMP or SEMP addresses CM-related System Reviews).*

6.2.9.3 The SEMP shall detail the following information for each of the engineering-related System Reviews, incorporating the associated SOW requirements (including entry criteria, exit criteria and checklist items) for these System Reviews and supplemented where required by the Contractor's internal processes:

- a. the organisations and individuals involved in the review and their specific review responsibilities;
- b. the proposed review venue;
- c. the pre-requisites for the conduct of the review (ie, entry criteria);
- d. the checklist items to be addressed during the System Review, including the documentation to be reviewed;
- e. the essential review completion criteria (ie, exit criteria); and
- f. the applicable Milestone criteria specified in Attachment C, Delivery Schedule.

6.3 Specific Content – Specialty Engineering

6.3.1 Growth, Evolution and Obsolescence

6.3.1.1 If a growth, evolution and Obsolescence program is required under the Contract, the SEMP shall, for the growth, evolution and Obsolescence program:

- a. describe the technical measures and methods to be used to identify and assess candidate elements (ie, those system elements that are candidates for change over the LOT due to the evolution of technology, changes to threats or user needs, or Obsolescence), including hardware and Software items, and the primary candidate elements to be addressed under the program;
- b. describe the application of design aspects (eg, modularity and 'open architectures') to improve system growth, facilitate evolution, and to counter Obsolescence;
- c. identify the steps to be undertaken during the acquisition phase to balance technological maturity and Obsolescence risks, and solutions to minimise the complexity (and cost) of through-life upgrades; and
- d. identify the steps to be undertaken during the support phase to maintain effective and supportable equipment configurations and the expected need for upgrades.

6.3.2 Integrated Reliability, Maintainability and Testability Engineering

6.3.2.1 If an Integrated Reliability, Maintainability and Testability (IRMT) engineering program is required under the Contract, the SEMP shall, for the Contractor's IRMT engineering program:

- a. outline the IRMT engineering activities, tools, and the products to be generated, consistent with the design activities and the integration of COTS / MOTS items;
- b. identify the standards to be used (including those identified at clause 5.1), and describe the application of those standards to meet the IRMT-related requirements of the Materiel System;
- c. describe the sources, methods and systems to be used to obtain, analyse and record IRMT-related data from internal and external sources;
- d. describe how IRMT engineering program activities and outputs are integrated into the system engineering program for the various products, including identifying the outputs to be provided for the System Reviews; and
- e. describe the Verification methods to be applied for the IRMT engineering program.

6.3.3 Human Engineering

6.3.3.1 If a Human Engineering (HE) program is required under the Contract, the SEMP shall, for the Contractor's HE program:

- a. identify the standards to be used (including those identified at clause 5.1), and that have been used for COTS / MOTS items, and describe the application of those standards to meet the HE requirements of the Materiel System;
- b. describe the expectations of the Contractor with respect to the Commonwealth in order to ensure the HE objectives are met;

- c. describe the activities, including system functional requirements analysis, equipment design and procedures development activities, to be undertaken in order to meet the HE program required under the Contract;
- d. describe how HE program activities and outputs are integrated into the system engineering program for the various products, including identifying the outputs to be provided for the System Reviews; and
- e. describe the Verification methods to be applied for the HE program.

6.3.4 Electromagnetic Environmental Effects

6.3.4.1 If an Electromagnetic Environmental Effects (E3) program is required under the Contract, the SEMP shall, for the Contractor's E3 program:

- a. identify the standards to be used (including those identified at clause 5.1), and that have been used for COTS / MOTS items, and describe the application of those standards to the Materiel System;
- b. identify the E3-related requirements applicable to the Materiel System, including Certification and regulatory requirements;
- c. describe the approach to ensure that the E3-related requirements are met and all applicable Certifications are obtained;
- d. describe how E3 program activities and outputs are integrated into the system engineering program for the various products, including identifying the outputs to be provided for the System Reviews; and
- e. describe the Verification methods to be used to assess that the Materiel System's E3-related requirements have been met.

6.3.5 System Safety

6.3.5.1 The SEMP shall, for the Contractor's system safety program:

- a. identify the standards to be used (including those identified at clause 5.1), and that have been used for COTS / MOTS items, and describe the application of those standards to meet the system safety required under the Contract;
- b. identify the Materiel Safety-related requirements applicable to the operation and support of the Materiel System, including Certification and regulatory requirements, and describe the approach to ensure that the Materiel Safety-related requirements are met and all applicable Certifications are obtained;
- c. describe how system safety program activities and outputs are integrated into the system engineering program for the various products, including identifying the outputs to be provided for the System Reviews;
- d. describe the hazard analyses to be undertaken to identify and assess health and safety hazards and risks in the Materiel System, and to eliminate hazards and reduce associated risks so far as is reasonably practicable;
- e. describe the Verification methods to be used to assess the minimisation of Materiel Safety-related risks and the treatment of those residual risks; and
- f. describe the approach to managing Materiel Safety data and the provision of documentary evidence to the Commonwealth, and regulatory authorities when applicable, in order to demonstrate that the Materiel System is, so far as is reasonably practicable, without risks to health and safety.

6.3.6 System Security

6.3.6.1 If a system security program is required under the Contract, the SEMP shall, for the Contractor's system security program:

- a. identify the standards to be used (including those identified at clause 5.1), and that have been used for COTS / MOTS items, and describe the application of those standards to meet the system security requirements of the Contract;

- b. identify the security-related requirements applicable to the Materiel System and summarise the approach to ensure that the security-related requirements are met;
- c. if the Contractor will support the Commonwealth to obtain and/or maintain Security Authorisations in relation to ICT security and cyber security:
 - (i) identify each Security System-of-Interest (SSoI) and the Targets of Security Assessment (ToSAs) within each SSoI;
 - (ii) identify, as applicable, the System Owner, security requirements authorities, Security Authorisation authorities, and other Associated Parties;
 - (iii) describe the technical requirements that must be met in relation to each SSoI/ToSA (eg, as set out in the Governing Security Documents);
 - (iv) describe the risk management processes to be applied, including to conduct security threat and risk assessments and for maintaining a risk register; and
 - (v) explain the Contractor's role in achieving Security Authorisations to be obtained for each SSoI/ToSA;
- d. if 'Cyber Security Assessment Information' is required, describe how this data item is to be prepared and how the security risk assessment details will be maintained;
- e. describe how system security program activities and outputs are integrated into the system engineering program for the various products, including identifying the outputs to be provided for the System Reviews; and
- f. describe the Verification methods to be used to assess that the Materiel System's security-related requirements have been met.

6.3.7 System Certification

6.3.7.1 If the Mission System requires Certification in accordance with the Contract, the SEMP shall, for the Contractor's system Certification program:

- a. identify the Certification requirements, including related design standards, and the applicable certifying authorities that will be involved in the Certification process;
- b. describe the approach to the collection, collation and presentation of Objective Evidence required for Certification; and
- c. outline the Certification process to be followed and the interrelationships between the Certification process and applicable Milestones.

6.3.8 Environmental Engineering

6.3.8.1 If an environmental engineering program is required under the Contract, the SEMP shall, for the Contractor's environmental engineering program:

- a. identify the standards to be used (including those identified at clause 5.1), and that have been used for COTS / MOTS items, and describe the application of those standards to meet the environmental engineering requirements of the Contract;
- b. identify the environmental-related requirements, including regulatory requirements and environmental-protection aspects of the design, applicable to the operation and support of the Materiel System;
- c. describe the approach to ensure that the environmental-related requirements are met and all applicable Certifications are obtained;
- d. describe how environmental engineering program activities and outputs are integrated into the system engineering program for the various products, including identifying the outputs to be provided for the System Reviews; and
- e. describe the Verification methods to be used to assess that the Materiel System's environmental-related requirements have been met.

TENDER DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-SOL-CSAI-V5.2

2. TITLE: CYBER SECURITY ASSESSMENT INFORMATION

3. DESCRIPTION AND INTENDED USE

3.1 The Cyber Security Assessment Information (CSAI) provides the necessary security information in relation to the Mission System solution ('**System Solution**') to enable the Commonwealth to:

- a. judge the cyber-security risks and vulnerabilities associated with the System Solution, including when integrated into, or with, other system(s) and equipment;
- b. incorporate the information into its broader security arguments for any system(s) into which the System Solution is being integrated (eg, for the purposes of achieving Information and Communications Technology (ICT) and cyber Security Authorisations for the system(s)); and
- c. meet its security obligations under both Defence and Government policy requirements, including as required by the respective security authorities.

3.2 The Contractor uses the CSAI to provide the necessary information required by the Commonwealth for the purposes of ICT and cyber security, as set out in clause 3.1.

3.3 The Commonwealth uses the CSAI:

- a. to determine whether the cyber threats to Defence operations and system integrity associated with the System Solution, as set out in the Contract, have been identified and addressed;
- b. to understand any required changes to existing components of the System Solution or to a system into which the System Solution will be installed/integrated to address ICT and/or cyber security risks arising out of the use of the System Solution;
- c. when applicable, as a basis for evaluating System Solution security prior to Acceptance of Supplies; and
- d. as the basis for identifying, assessing and managing ICT and cyber risks associated with the System Solution.

4. INTER-RELATIONSHIPS

4.1 The CSAI is subordinate to the following data items, where these data items are required under the Contract:

- a. Project Management Plan (PMP);
- b. Systems Engineering Management Plan (SEMP);
- c. Software Management Plan (SWMP);
- d. Support Services Management Plan (SSMP); and
- e. Contractor Engineering Management Plan (CEMP).

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

- a. Design Documentation; and
- b. Technical Data List.

5. APPLICABLE DOCUMENTS

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

Governing Security Documents (see the Glossary for the definition of this term)

NIST SP 800-53A	Assessing Security and Privacy Controls in Information Systems and Organizations, Revision 5, January 2022
ISA/IEC 62443 series	Security for Industrial Automation and Control Systems
NIST CSF 2.0	National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF), Version 2.0, February 26, 2024
	CASG Risk Management Product Risk Matrix

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the CSAI shall summarise these aspects and refer to the other data item.
- 6.1.3** 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.

6.2 Specific Content

6.2.1 System Solution Design Information

- 6.2.1.1** The CSAI shall provide a general description of the System Solution, including its overall mission and capabilities, both functional and non-functional from a security perspective. This general description shall also identify the external systems to which the System Solution interfaces, including providing a brief description of the purpose of the interactions between the System Solution and each external system.
- 6.2.1.2** If known by the Contractor, the CSAI shall include a brief (one to three paragraphs) general description of the security environment that the System Solution operates within, including the context of that environment on a location basis (eg, when the System Solution is part of a larger system). This description shall include any environmental or technical factors that raise special security concerns.
- 6.2.1.3** For each of the interfaces to external systems, the CSAI shall describe the technical implementation of the data flows between the System Solution and the external systems, including where data is stored and transiting to, protocols, and what protection the data is given. This information only needs to be provided from the perspective of the System Solution.
- 6.2.1.4** The CSAI shall identify and describe the component subsystems of the System Solution, including:
- internal network interface diagram(s);
 - System Solution block diagram(s);
 - internal System Solution interface block diagram(s); and
 - system / software architecture diagram(s).

6.2.2 Security Controls

- 6.2.2.1** The CSAI shall describe the security controls implemented by the System Solution, including reference to the security controls from the ISM, DSPF and other applicable standards (eg, ISA/IEC 62443 or NIST 800-53A for Operational Technology Equipment) that are, and are not, applicable to security for the System Solution and the associated rationale for this assessment. This description shall address the controls applicable during System Solution build, operations and support to ensure the confidentiality, integrity and availability of data and information processed, stored and/or communicated by the System Solution.
- 6.2.2.2** The CSAI shall:

- a. identify the eight mitigation strategies from the Essential Eight Maturity Model;
- b. identify the assessed maturity level for the System Solution against each of these strategies; and
- c. provide the associated justification for this assessment.

6.2.3 Security Risk Assessment

6.2.3.1 The CSAI shall include a security risk assessment for the System Solution, which shall be undertaken in accordance with the risk management processes set out in the PMP or SSMP (as applicable) and using the consequence and likelihood descriptors for Security and Cyber from the CASG Risk Management Product Risk Matrix.

6.2.3.2 The CSAI shall address security risks in relation to:

- a. confidentiality, integrity and availability of systems and data; and
- b. the cybersecurity functions of Identify, Protect, Detect, Respond and Recover (as these terms are defined in NIST CSF 2.0).
- c. authorised users.

6.2.3.3 The CSAI shall include the following information for each security risk:

- a. title and unique identifier;
- b. brief description, including threat type, likely source and characteristics;
- c. asset(s) affected (ie, which subsystems are vulnerable to the threat);
- d. overview (ie, a short description of how the threat sources and assets link to the threat for the System Solution);
- e. likelihood of occurrence;
- f. consequence of realisation in terms of confidentiality, integrity and availability of information, and the impacts of these three on the mission, safe operation of the Mission System, information security, or some other function or combination of functions;
- g. existing controls;
- h. resultant risk exposure;
- i. treatment option (ie, acceptance, reduction, transfer or avoidance);
- j. treatment owner;
- k. treatment recommendation(s);
- l. residual likelihood of occurrence;
- m. residual consequence of realisation; and
- n. residual risk exposure.

6.2.3.4 The CSAI shall include an aggregate or summary of the overall security risk for the System Solution.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-SOL-MSA-V5.2

2. TITLE: MATERIEL SAFETY ASSESSMENT

3. DESCRIPTION AND INTENDED USE

3.1 The Materiel Safety Assessment (MSA) provides evidence of safety hazards and their associated risks, and how they have been eliminated or treated, prior to test or operation of the system, following system modification, or prior to Acceptance of the applicable Supplies (ie, physical items including Mission Systems and applicable Support System Components, as applicable to the Contract). The MSA, including by reference to other safety related data items, identifies the hazards, associated risks, and measures to ensure that hazards have been eliminated so far as is reasonably practicable or, if it is not reasonably practicable to eliminate hazards, the measures to eliminate (or, otherwise, minimise) the associated risks so far as is reasonably practicable – in summary, all of the evidence required to demonstrate that the Materiel Safety requirements of the Contract have been, or will be¹, met.

3.2 The Contractor uses the MSA to present an argument that:

- a. when used in relation to the Acceptance of Supplies, the applicable Supplies are safe for the purpose or purposes contemplated by the Contract;
- b. applicable safety requirements, including relevant Australian legislation, design rules, standards and codes of practice have been satisfied; and
- c. the safety requirements established by any applicable certification authorities have been satisfied.

3.3 The Commonwealth uses the MSA:

- a. to determine that the hazards and risks to health and safety have been identified and that Safety Outcomes have been, or will be, met;
- b. to determine that the associated certification requirements have been satisfied;
- c. when applicable, as a basis for evaluating the applicable Supplies prior to the Acceptance of those Supplies;
- d. to obtain the necessary safety certifications from Defence regulatory and safety authorities; and
- e. as a basis for assessing and managing the health and safety risks of the applicable Supplies.

4. INTER-RELATIONSHIPS

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

- a. Systems Engineering Management Plan (SEMP); and
- b. Project Management Plan (PMP).

5. APPLICABLE DOCUMENTS

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

Nil.

¹ Reference to 'will be' acknowledges that some measures can only be established through Defence processes and training.

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the data item shall summarise these aspects and refer to the other data item.
- 6.1.3** 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.

6.2 Specific Content

6.2.1 General

- 6.2.1.1** The MSA shall include a summary of the information presented as evidence of Materiel Safety for each item of plant (eg, new or modified equipment), structure and substances (eg, Consumables) delivered under the Contract (the 'applicable Supplies').
- 6.2.1.2** The MSA shall provide a description of the system safety program, including the processes employed by the Contractor to collect and confirm the validity of extant safety related data, to develop the assessment of Materiel Safety for the applicable Supplies.

6.2.2 Materiel Safety Assessment

- 6.2.2.1** The MSA shall contain adequate information to demonstrate the Materiel Safety of each of the applicable Supplies, including:
- the purpose for which the item was designed and manufactured, including limits on equipment operation and allowable environmental conditions,
 - the results of any calculations, analysis, tests or examinations necessary to demonstrate the Materiel Safety of the applicable Supplies;
 - any conditions necessary to ensure that the Materiel Safety of the applicable Supplies is maintained;
 - any additional supporting evidence reasonably required by the Commonwealth for the purposes of demonstrating Materiel Safety; and
 - evidence that the requirements of relevant Australian legislation and applicable design and safety standards have been met.
- 6.2.2.2** The MSA shall include, for the Mission System subsystems (eg, pressure vessels) and Support System Components (eg, hoists, cranes) included in the Supplies that are, or that contain, items of plant where registration of the design of that plant is required under WHS Legislation, copies of the registration documents provided by the Commonwealth, State or Territory regulator.
- 6.2.2.3** The MSA shall include evidence that all applicable certifications (other than Australian design registration details included in accordance with clause 6.2.2.2) and necessary safety-related compliance assurance activities, as required by the applicable third party regulatory and safety authorities, have been met.

6.2.3 Safety Hazards and Risk Log

- 6.2.3.1** The MSA shall contain, at Annex A, a log of hazards and associated risks to health and safety, including:
- hazard identification (eg, radiation leakage from waveguide);
 - a description of the hazard and its associated risks to health and safety;
 - identification of the relevant item, system element or component of the applicable Supplies;
 - if in relation to a Problematic Substance, the log details shall include:

- (i) identification of the Problematic Substance, a cross-reference to the Safety Data Sheet (SDS), which shall be prepared in accordance with DID-PM-HSE-SDS and included as supporting information annexed to the MSA;
 - (ii) the location(s) of the Problematic Substance within the applicable Supplies and/or for use in Maintenance or other support processes; and
 - (iii) the quantity of the Problematic Substance in each location identified under clause 6.2.3.1d(ii);
- e. other applicable factors (eg, equipment configuration, operating environment, system events or modes) when the hazard or risk are present;
- f. identification of the risks associated with each hazard;
- g. treatments that have been implemented to eliminate safety risks and to minimise residual risks where elimination was not reasonably practicable; and
- h. references to information regarding safe practices and other measures relevant to minimising the remaining risks (eg, operator and maintenance manuals, training materials and other references).

6.3 Annexes

Annex A: Safety Hazards and Risk Log

Other Annexes as necessary to provide all Materiel Safety information required by this DID that has not already been provided under another data item in accordance with the Contract.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ILS-MGT-ISP-2-V5.2

2. TITLE: INTEGRATED SUPPORT PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Integrated Support Plan (ISP) describes the Contractor's strategy, plans, methodologies and processes for meeting the ILS program requirements of the Contract.

3.2 The Contractor uses the ISP to:

- a. define, manage and monitor the ILS program;
- b. ensure that those parties who are undertaking ILS activities understand their responsibilities, the processes to be used, and the time-frames involved; and
- c. ensure that those parties who are providing data to enable ILS activities to be undertaken understand their responsibilities, the data required and the time-frames for providing that data.

3.3 The Commonwealth uses the ISP to:

- a. understand the Contractor's approach to meeting the ILS program requirements;
- b. form the basis for monitoring the Contractor's progress under the ILS program; and
- c. understand the Contractor's expectations for Commonwealth's involvement in the ILS program.

4. INTER-RELATIONSHIPS

4.1 The ISP is subordinate to, the Project Management Plan (PMP).

4.2 The ISP shall be the single planning and controlling document for all ILS program activities and related efforts, and shall have authority over, and give direction to, any subordinate ILS plans.

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

- a. Systems Engineering Management Plan (SEMP);
- b. Configuration Management Plan (CMP);
- c. Verification and Validation Plan (V&VP);
- d. the support-related data items derived from the Master Technical Data Index (MTDI), particularly the Support System Technical Data List (SSTD);
- e. Training Recommendations Report (TNGRECR);
- f. Learning Management Packages (LMPs);
- g. all data items associated with the design, development, delivery, Verification and Validation (V&V) and, where applicable, Acceptance of Support Resources, including (for example) the Logistic Support Analysis Record (LSAR) and the Recommended Provisioning List (RPL);
- h. Quality Plan (QP); and
- i. Contract Master Schedule (CMS).

5. APPLICABLE DOCUMENTS

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

DEF(AUST)1000C	<i>ADF Packaging</i>
DEF(AUST)5629C	<i>Production of Military Technical Manuals</i>

DEF(AUST)IPS-5630	<i>Developing S1000D Interactive Electronic Technical Publications (IETPs)</i>
DEF(AUST)5691	<i>Logistic Support Analysis</i>
S1000D™	<i>International specification for technical publications using a common source database, Issue 5.0</i>
SADL Guide	<i>Systems Approach to Defence Learning (SADL) Practitioner Guide</i>
	ADF Service Training Manual(s), as specified in the Statement of Work
	ADF Service Publication standard(s) for Technical Data, as specified in the Statement of Work

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The ISP shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the ISP shall summarise these aspects and refer to the other data item.
- 6.1.3** 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.

6.2 Specific Content

6.2.1 ILS Program Organisation

- 6.2.1.1** The ISP shall describe the organisational arrangements for the ILS program, including the identification of the individual within the Contractor's organisation who will have managerial responsibility and accountability for meeting the ILS requirements of the Contract.
- 6.2.1.2** Risks associated with the ILS program shall be documented in the Risk Register; however, the ISP shall describe the risk-management strategies associated with any risks where the mitigation strategy underpins the overall ILS program.

6.2.2 ILS Program Activities

- 6.2.2.1** The ISP shall describe the Contractor's program for meeting the ILS requirements of the Contract, including:
- the major activities to be undertaken, when, and by whom, showing the linkages between these activities and the ILS outcomes required;
 - the integration of Subcontractors into the Contractor's ILS program;
 - the hierarchy of ILS program plans, showing the relationships between plans;
 - the processes and procedures to be used to undertake the ILS activities;
 - for any new or modified procedures, an overview of their scope and the responsibilities and timeframes for developing and approving those procedures;
 - the strategy for the use of any extant data when undertaking logistics-related analyses and Support System development;
 - the personnel (including categories, numbers and associated skills/competencies) required by the Contractor and Subcontractors to meet the ILS requirements of the Contract, including the proposed sources for obtaining those personnel;
 - the interfaces between the ILS program and the Systems Engineering (SE), the Configuration Management (CM), and Verification and Validation (V&V) programs, including the mechanisms for ensuring that ILS-related activities are integrated with

these other programs, to ensure that the objectives of the ILS program and other programs are achieved;

- i. the proposed interfaces between the Commonwealth and the Contractor, including the role of ILS personnel within the Resident Personnel (RP) team, if applicable;
- j. the expectations for Commonwealth input into the Contractor's ILS program; and
- k. the provision of any training required by Commonwealth Personnel to enable them to undertake the review of Contractor analyses and any other expected roles identified by the Contractor, including details of proposed courses.

6.2.2.2 Standards

6.2.2.2.1 The ISP shall identify the standards (eg, DEF(AUST)5691, *Logistic Support Analysis*) to be used by the Contractor and Subcontractors to undertake the ILS program.

6.2.2.2.2 The ISP shall describe, in annexes to the ISP (with separate annexes for each standard), the Contractor's tailoring of the identified standards to meet the ILS-related requirements of the Contract.

6.2.2.2.3 The ISP shall describe how the Contractor will integrate the identified standards with each other and with other ILS-related activities to achieve the ILS-related outcomes required under the Contract.

6.2.2.3 Candidate Items

6.2.2.3.1 The ISP shall describe the processes for identifying Candidate Items.

6.2.2.3.2 The ISP shall identify the hardware and Software items for which Support Resource determination will be performed and documented. The list shall include each item's name, CWBS reference number for both the Mission System and the Support System Components (if a CWBS is required under the Contract), NATO Stock Number (if available), and reason(s) for selection.

6.2.2.3.3 The ISP shall identify the candidate items that have been the subject of previous analyses and for which the Contractor expects to only perform a Validation activity.

6.2.2.4 Verification and Validation Planning

6.2.2.4.1 The ISP shall describe the strategy for the Verification and, if required under the Contract, the Validation of the Support System and Support System Components.

6.2.3 ILS Program Data Management

6.2.3.1 Logistic Support Analysis Record

6.2.3.1.1 Where the Contract requires a Logistic Support Analysis Record (LSAR), the ISP shall:

- a. describe the LSA control numbering structure to be used; and
- b. identify the LSAR tables and data elements to be used to document, disseminate and control LSA data.

6.2.3.2 Data from External Sources

6.2.3.2.1 The ISP shall outline the information that the Contractor needs to obtain from organisations external to the Contractor's organisation (eg, Subcontractors, the Commonwealth, overseas agencies, and other company divisions) to conduct the ILS program.

6.2.3.3 Configuration Management

6.2.3.3.1 The ISP shall describe the approach planned to establish and maintain Configuration Control of Support Resources.

6.2.4 System Reviews

6.2.4.1 The ISP shall describe the approach planned for the conduct ILS-related System Reviews (ie, Mandated System Reviews (MSRs) and Internal System Reviews) and ILS involvement in other MSRs, necessary for effective conduct of the ILS program.

6.2.4.2 The ISP shall describe the objectives for each ILS-related System Review and the relationship between each System Review and other ILS program activities.

Note: The following clause only relates to the ILS-related System Reviews. The main governing plans for each of the Level 2 subject area clauses in the SOW address the other System Reviews (eg, the PMP addresses project management System Reviews, the SEMP addresses engineering-related System Reviews, and the CMP or SEMP addresses CM-related System Reviews).

6.2.4.3 The ISP shall detail the following information for each of the ILS-related System Reviews (cross-referring to the SEMP where appropriate), incorporating the associated SOW requirements (including entry criteria, exit criteria and checklist items) for these System Reviews and supplemented where required by the Contractor's internal processes:

- a. the organisations and individuals involved in the review and their specific review responsibilities;
- b. the proposed review venue;
- c. the pre-requisites for conducting the review (ie, entry criteria);
- d. the checklist items to be addressed during the System Review, including the documentation to be reviewed;
- e. the essential review completion criteria (ie, exit criteria); and
- f. the applicable Milestone criteria specified in Attachment C, Delivery Schedule.

6.2.5 ILS Sub-Programs

6.2.5.1 General

6.2.5.1.1 The ISP shall describe the Contractor's program of activities associated with, as applicable, the identification, design, development, acquisition, installation, set-to-work, commissioning, and Verification and, if required under the Contract, Validation of:

- a. Spares and packaging;
- b. Technical Data;
- c. Training (including Training Equipment and Training Materials);
- d. Support and Test Equipment (S&TE);
- e. Facilities; and
- f. Software support.

6.2.5.2 General Support Resource Requirements

6.2.5.2.1 The ISP shall, for each category of Support Resources required under the Contract, detail the strategy, methodology, and activities for:

- a. performing item / product range and quantity analyses and to identify the locations / echelons of support (including Commonwealth locations and support contractors) where Support Resources would be located;
- b. undertaking standardisation and offsetting of identified Support Resources with corresponding Support Resources already in service with the Commonwealth;
- c. confirming that the proposed Spares, Packaging, S&TE, and Training Equipment are able to be accommodated, in terms of space, installation and required services at Defence facilities or within the Mission System (eg, on-board as applicable);
- d. categorising each type of Support Resource based on its intended purpose, origin / supplier, management approach or other applicable criteria;
- e. provisioning of the Support Resources, including Long Lead Time Items (LLTIs) and Life-of-Type (LOT) procurements;
- f. the compilation and management of Codification Data (to be provided in accordance with DID-ILS-TDATA-CDATA);
- g. providing and tracking of certificates of conformance, where applicable;
- h. the packaging, delivery, installation, commissioning and testing of Support Resources (as applicable);

- i. identification and labelling of Support Resources (eg, 'Unique ID' (UID) and bar-coding), including referencing applicable standards;
- j. identification and management of security requirements, releasability issues and transportation requirements associated with classified items (eg, COMSEC);
- k. identification and management of safety requirements, including Problematic Substances within the Support Resources;
- l. identification and management of special transportation, handling and storage requirements for the Support Resources;
- m. preparing for and enabling the Acceptance of Support Resources;
- n. Validation of the provisioning list for recommended Support Resources;
- o. Verification of the Support Resources;
- p. the provision of any training associated with the delivery and/or set-up of the Support Resources; and
- q. the identification of configuration documentation for each item of the Support Resources.

6.2.5.3 Technical Data

Note: *In accordance with clause 6.1.2, the ISP should only include a summary of the approach to Technical Data when a separate TDP is required under the Contract.*

6.2.5.3.1 The ISP shall describe any issues or implications for the development and delivery of, or access to, Technical Data required for the Support System, which arise from restrictions on Technical Data and Software rights, export licences, Technical Assistance Agreements, security issues, or other.

6.2.5.3.2 The ISP shall describe how existing Technical Data, which is to be delivered as a whole or incorporated into other manuals and publications that are to be delivered, will be evaluated and updated, as required, for the configuration, role, environment and target users of the Materiel System.

6.2.5.3.3 In addition to clause 6.2.5.2, the ISP shall describe:

- a. the Contractor's strategy, methodology and processes for the identification, development and delivery of publications, including the procedures to identify required amendments to existing Commonwealth publications and other Technical Data;
- b. the software tools to be applied to the generation and interpretation (authoring and viewing) of Technical Data;
- c. the procedures, by category of Technical Data, for the receipt, review, Configuration Control, amendment, production and delivery of all Technical Data for the Mission System and Support System;
- d. the procedures for the management and update of the MTDI, including the SSTDL;
- e. the strategy, methodology and processes for validating the MTDI, including the SSTDL;
- f. the standards, by Technical Data category, for the preparation of Technical Data;
- g. the procedures to identify the amendments required to existing Commonwealth publications and the management of amendment incorporation;
- h. the strategy, methodology and processes to meet any associated regulatory / assurance requirements as they relate to Technical Data;

Note: *The terms 'validate' and 'verify' in the following sub-clauses are derived from DEF(AUST) 5629C and DEF(AUST)IPS-5630, are unique to the standards, and do not apply to other sections of the Contract.*

- i. the strategy, methodology and processes for the Contractor to validate Technical Data, including an indicative schedule and the standards to be used; and

- j. the proposed strategy and methodology for the Contractor to assist the Commonwealth in verifying Technical Data.

Note: The term 'Business Rules' in the following clause has the meaning given in DEF(AUST)IPS-5630.

6.2.5.3.4 If S1000D Technical Data is applicable to the Contract, the ISP shall, for Technical Data that is produced as Common Source Database (CSDB) Objects in accordance with DEF(AUST)IPS-5630 and S1000D™:

- a. include (as an annex) a Business Rules Index that:
 - (i) includes the (common) Defence Business Rules specified in DEF(AUST)IPS-5630 and any additional or modified Business Rules specified at Annex A to the SOW or in the ADF Service Publication standard(s) identified in the SOW;

Note: Commonwealth agreement to the Contractor-proposed BRDP will be provided through Approval of the ISP.

- (ii) specifies the Business Rules Decision Points (BRDP) proposed by the Contractor for those BRDP designated in Annex B to DEF(AUST)IPS-5630 as "Contractor to propose, Commonwealth to agree"; and
 - (iii) if applicable, identifies the Business Rules applicable to the update of legacy publications produced in previous versions of S1000D (ie, prior to issue 5);
- b. describe the methodology and processes to validate that the structure and set of the eXtensible Markup Language (XML) accords with the required Business Rules; and
- c. describe the method of data exchange and transfer, including data transfer points, in accordance with DEF(AUST)IPS-5630, or as otherwise agreed by the Commonwealth.

6.2.5.4 Training

Notes:

- a. ***In accordance with clause 6.1.2, the ISP should only include a summary of the approach to Training when a separate TSP is required under the Contract.***
- b. ***While the SADL Guide recognises different methods of learning, the Contract seeks formal Training methods that can be delivered by a Defence unit or support contractor.***

6.2.5.4.1 The ISP shall summarise the objectives, scope, constraints, global risks and assumptions for the Contractor's learning development and Training systems implementation activities.

6.2.5.4.2 The ISP shall list the positions and personnel, or groups of personnel, involved in the learning development program, the delivery of the Training system solution, and the implementation of any Training courses delivered under the Contract. This list shall contain the following information:

- a. position title or role;
- b. names of personnel (if available) in management / team leader roles;
- c. formal qualifications; and
- d. as applicable, teaching experience and related technical / subject matter experience.

6.2.5.4.3 In addition to clause 6.2.5.2, the ISP shall describe the Contractor's strategy, methodology, standards and processes (highlighting any differences from the SADL and any ADF Service Training Manuals identified in the SOW) for undertaking and managing, as applicable:

- a. the analysis of performance needs and identification of recommended Training solutions (intervention solutions) including:

Note: Refer to the Analyse Phase in the SADL for a description of a full-scale analysis process.

- (i) the identification of job / task requirements and the specification of new / modified performance needs for operators and support Personnel;
- (ii) analysis of the gap between baseline competencies (including skills, knowledge, attitudes and behaviours) and the identified performance needs;

- (iii) the identification of learning / Training methods to satisfy the performance needs, and the risk and feasibility analyses for their implementation; and
- (iv) the identification and evaluation of existing LMPs, and the need for new or modified LMPs, leading to the recommendation of Training requirements (as required to be delivered in the TNGRECR);

b. the reuse, update, or design and development of the LMPs, including:

Note: If an existing LMP requires substantial update, or a new LMP is to be developed, refer to the SADL for detailed guidance for the sections of an LMP.

- (i) learning management information;
- (ii) the course curricula, including the derivation / review of required learning outcomes and course design;
- (iii) the identification and evaluation of major resource requirements, including personnel and Training Equipment requirements; and
- (iv) the development and/or update of Training Materials (including learning and assessment materials);

c. when applicable, accreditation against nationally recognised Units of Competency.

6.2.5.4.4 The ISP shall describe any additional standards, methodologies and processes to be used for the development of deliverables under the Contract, including:

- a. the Training Requirements Report (TNGRECR);
- b. draft Learning Management Packages (LMPs);
- c. complete (final) LMPs, including Training Materials;
- d. the Training Materials List (TML);
- e. the Training Equipment list as part of the Recommended Provisioning List (RPL); and
- f. Training course evaluation reporting requirements.

6.2.5.4.5 The ISP shall describe the strategy, methodology and processes to be used for the implementation and evaluation of the Training and Training Support solution, including (as applicable):

- a. the development and implementation of Training Equipment;
- b. Training courses to be delivered under the Contract, including the conduct of any trial courses; and
- c. Training course evaluation requirements, including in relation to the V&V program and the Acceptance of Training and Training Support solutions under the Contract.

6.2.5.5 Facilities

6.2.5.5.1 In addition to clause 6.2.5.2, the ISP shall detail the Contractor's strategy, methodology, and processes for:

- a. confirming the suitability of the existing Commonwealth facilities for the Contractor's proposed Mission System and associated Support System Components; and
- b. if required under the Contract, undertaking a facilities requirements analysis (and documenting outcomes in the Facilities Requirements Analysis Report (FRAR)).

6.2.5.5.2 The ISP shall detail the applicable requirements for any Facilities to be built or modified, by the Contractor or the Commonwealth, including specific requirements for:

- a. security (including physical security, emanations security and cyber security);
- b. Work Health and Safety; and
- c. Environmental Outcomes.

6.2.6 ILS Program Traceability Matrix

- 6.2.6.1** The ISP shall include a traceability matrix, showing how the ILS requirements of the Contract will be accomplished by the Contractor's ILS program.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ILS-SUP-RPL-V5.2

2. TITLE: RECOMMENDED PROVISIONING LIST

3. DESCRIPTION AND INTENDED USE

3.1 The Recommended Provisioning List (RPL) documents the range and quantity of Spares, Packaging, Training Equipment, and Support and Test Equipment (S&TE) to be procured or developed and manufactured by the Contractor and, where applicable, delivered to the Commonwealth. The RPL identifies the Spares, applicable Packaging (ie, special-to-type or other high-value Packaging), Training Equipment, and S&TE required for Defence and Contractors (Support) to support the Mission System and Support System throughout the Life-of-Type (LOT) and, where applicable, the equipment that needs to be installed in Commonwealth Facilities. The RPL also provides details associated with the Spares analysis tools and models.

3.2 The Contractor uses the RPL to:

- a. summarise the outcomes that resulted from implementing the Spares, Packaging, Training Equipment, and S&TE analysis activities in the Approved ISP, including analysis of the range and quantity of Support Resources;
- b. document the Spares analysis tools and models and the results of Spares analysis activities undertaken;
- c. advise the Commonwealth of the recommended set of Spares, Packaging, Training Equipment, and S&TE required to enable the in-service support of the Mission System and Support System Components; and
- d. assist with demonstrating to the Commonwealth that the Contractor's proposal for the Support System represents an effective and economical solution.

3.3 The Commonwealth uses the RPL to:

- a. assist with the evaluation of the Contractor's proposed Support System;
- b. understand, evaluate and monitor the Contractor's scope of work under the Contract with respect to Spares, Packaging, Training Equipment, and S&TE;
- c. understand the range and quantity of applicable Support Resources to be procured by the Commonwealth under the Contract and/or from other sources; and
- d. identify and understand the Commonwealth's scope of work with respect to Spares, Packaging, Training Equipment, and S&TE.

4. INTER-RELATIONSHIPS

4.1 The RPL is subordinate to the following data items, where these data items are required under the Contract:

- a. Integrated Support Plan (ISP); and
- b. Training Recommendations Report (TNGRECR).

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

- a. Contract Work Breakdown Structure (CWBS);
- b. Technical Data Plan (TDP);
- c. Software Support Plan (SWSP);
- d. Verification and Validation Plan (V&VP); and
- e. Logistic Support Analysis Record (LSAR).

5. APPLICABLE DOCUMENTS

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

DEF(AUST)1000C *ADF Packaging*

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

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

6.1.2 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.

6.2 Specific Content

6.2.1 General

6.2.1.1 The RPL shall describe the approach adopted by the Contractor to ensure that the Contractor's Spares, Packaging, Training Equipment, and S&TE recommendations enable the Mission System and Support System to be effectively and economically supported in accordance with the operational and support requirements and concepts defined in the DOR.

6.2.1.2 Unless otherwise specified in the Contract, the RPL shall address Support Resource requirements for:

- a. the Commonwealth; and
- b. the Contractor (Support) and Subcontractors (Support).

6.2.1.3 The Spares, Packaging, Training Equipment, and S&TE recommended to be procured by the Commonwealth shall be derived from the range and quantity analyses conducted in accordance with the Approved ISP.

6.2.1.4 The RPL shall provide details of the analysis process used to produce the recommendations of Spares, applicable Packaging, Training Equipment, and S&TE for the categories identified in clause 6.2.1.2 (particularly highlighting any differences from the analysis process outlined in the Approved ISP), including:

- a. a description of the methodology employed;
- b. identification of the data sources used;
- c. identification of the key assumptions on which the analysis is based;
- d. sample calculations (if applicable);
- e. justification for the range and quantity of Spares, Packaging, Training Equipment, and S&TE required to support both the Mission System and the Support System;
- f. the processes for ensuring that the proposed Spares, Packaging, S&TE, and Training Equipment are able to be accommodated, including space, installation and services requirements, in the destination Defence Facilities or Mission System;
- g. the processes and methodology for the identification of the recommended Spares, Packaging, Training Equipment, and S&TE, including undertaking standardisation and offsetting with equipment that is already in service with the Commonwealth;
- h. details of the sensitivity analyses conducted and results obtained, including results obtained from conducting sensitivity analyses to quantify the impact of varying:
 - (i) reliability and maintainability values;
 - (ii) operational parameters, such as monthly rate of effort; and
 - (iii) logistics delay times; and
- i. a description of the trade-off analyses conducted and results obtained.

6.2.2 Spares**6.2.2.1 Spares Analysis Tools and Models**

6.2.2.1.1 The RPL shall describe the Spares analysis tools and models used by the Contractor in accordance with the Approved ISP, including:

- a. definitions of all terms, acronyms, and parameters used;
- b. any assumptions underpinning, or limitations with, the Spares analysis tools and models, including:
 - (i) the scope of the Mission System that has been modelled including the indenture level of the product build structure and applicable subsystems;
 - (ii) the modelling of the operational environment and Rate of Effort (ROE); and
 - (iii) the modelling of the support environment;
- c. any departures from the planned data sources;
- d. any departures from the build structure of, or any of the assumptions underpinning:
 - (i) the CWBS (if applicable);
 - (ii) the LSAR (if applicable);
 - (iii) acquisition and sustainment cost estimates; and
 - (iv) any other models utilised by the Contractor to model the Mission System and/or the Support System; and
- e. the input data used for Spares analysis tools and models, including:
 - (i) the source of the data;
 - (ii) the date that the data was first generated;
 - (iii) if the data is an estimate, the nature of the estimate; and
 - (iv) the justification for the use of the data. Examples of the data that should be justified include Turn-Around Time (TAT) data, Administration and Logistics Delay Time (ALDT) data, and reliability and maintainability data.

6.2.2.2 Spares Analysis Data Files

6.2.2.2.1 The RPL shall include the data files for the Spares analysis models in a form that does not require the Commonwealth to separately key the data into the Spares analysis models.

6.2.2.2.2 Where the Spares analysis tool(s) used by the Contractor is not held by the Commonwealth, the RPL shall include:

- a. executable input files for the Spares analysis models; and
- b. sufficient details of the Spares analysis tools to enable the Commonwealth to undertake Independent Verification and Validation (IV&V) of the Spares analysis models.

6.2.3 Recommendations - General

6.2.3.1 The RPL shall provide the following information (using sub-reports and cross-references as appropriate), for the recommended Spares, applicable Packaging (ie, special-to-type or other high-value Packaging), Training Equipment and S&TE:

- a. a specific record for each unique type of item (ie, each line item);
- b. identification details, including:
 - (i) item name / provisioning nomenclature, including the model or type;
 - (ii) NATO Stock Number (NSN), if known, or if the item requires codification;
 - (iii) manufacturer's name and NATO Commercial and Government Entity (NCAGE) code;
 - (iv) manufacturer's reference number / part number; and

- (v) manufacturer's address;
- c. details describing the nature and use of each line item, including:
 - (i) Work Breakdown Structure (WBS) identification, Functional Group Code (FGC), or allocated LSA Control Number (LCN), where applicable;
 - (ii) when a LSAR is required in the SOW, the End Item Acronym Code and Useable on Code for each applicable type or model of the parent system; and
 - (iii) standards / specifications reference number(s);
- d. identification of those items that require special handling because:
 - (i) of security reasons;
 - (ii) they contain Problematic Substances; and/or
 - (iii) they are fragile or sensitive;
- e. the recommended quantity of items by location, including Commonwealth and Contractor (Support) locations (noting that the Contract may allow for the Commonwealth to elect to own specific items that would be used by support contractors);
- f. total quantity that is recommended for procurement by the Commonwealth through the Contract including, when applicable, subordinate quantities against each of the following:
 - (i) peacetime requirements;
 - (ii) deployment requirements;
 - (iii) Insurance Spares; and
 - (iv) Reserve Stockholding Levels (which may include quantities from the previous two subordinate quantities);
- g. provisioning information for each line item, including:
 - (i) a unit price for each item, which shall be the Contractor's most favoured customer price for the delivery of that item;
 - (ii) the source currency, for the unit price for the line item;
 - (iii) customs duties and other government duties, as applicable;
 - (iv) a total price for each line item;
 - (v) provisioning lead time, including the identification of Long Lead Time Items;
 - (vi) the delivery location; and
 - (vii) a recommended delivery date; and
- h. recommendations for items to be procured by the Commonwealth from sources external to the Contract, including for the purposes of standardisation or offsetting with items already in the Commonwealth inventory.

6.2.4 Support and Test Equipment – Supplementary Requirements

6.2.4.1 The RPL shall provide the following information for each of the items of S&TE recommended to be procured by the Commonwealth:

- a. configuration data including, when applicable, identification of the configurations of Mission Systems and Support System Components that the S&TE is useable on;
- b. details of the associated Technical Data to be delivered to the Commonwealth, including:
 - (i) operator manuals;
 - (ii) set-up and pack-up procedures;
 - (iii) Maintenance manuals;

- (iv) calibration procedures; and
 - (v) Software product information; and
- c. when applicable, details of installation requirements for the item for the Commonwealth facility in which the item is to be installed.

6.2.5 Spares – Supplementary Requirements

6.2.5.1 The RPL shall provide the following information for each of the Spares recommended to be procured by the Commonwealth:

- a. the nature of the Spare (ie, repairable, consumable);
- b. shelf life, for Spares with finite storage lives;
- c. whether the Spares are safety critical components, including an annotation of the criticality and how the items are managed (eg, serial number tracking); and
- d. when applicable, the Economic Order Quantity and the recommended maximum and minimum holding levels at each level of maintenance.

6.2.6 Training Equipment – Supplementary Requirements

6.2.6.1 The RPL shall list all of the Training Equipment required by students, instructors and course content managers to undertake and provide Training in accordance with the Learning Management Packages (LMPs) delivered under the Contract, including as applicable:

- a. simulators;
- b. part-task trainers;
- c. the Computer Based Training (CBT) or Computer Aided Instruction (CAI) hardware and Software environment;
- d. other instructional Training aids; and
- e. related tools and calibration equipment.

6.2.6.2 The RPL shall provide the following information for each of the items of Training Equipment recommended to be procured by the Commonwealth:

- a. course name and course code / LMP identifier for the related course; and
- b. configuration data including, when applicable, identification of the configurations of Mission Systems, or Support System Components, that the Training Equipment is suitable for;
- c. details of the associated Technical Data to be delivered to the Commonwealth, including:
 - (i) operator manuals;
 - (ii) set-up and pack-up procedures;
 - (iii) Maintenance manuals;
 - (iv) calibration procedures; and
 - (v) Software product information; and
- d. when applicable, details of installation requirements for the item for the Commonwealth facility in which the item is to be installed.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ILS-TDATA-MTDI-2-V5.2

2. TITLE: MASTER TECHNICAL DATA INDEX

3. DESCRIPTION AND INTENDED USE

3.1 The Master Technical Data Index (MTDI) is a master list of the Technical Data required to be delivered under the Contract, including the Technical Data required for the purposes identified in this clause 3 and clause 6.2.1.1. The MTDI enables the creation of subordinate lists to address *specific requirements* for individual data items, identified in clause 6.2.1.2, pertaining to particular categories of Technical Data. Delivery or update of a list for a *specific requirement* involves the delivery or update of the relevant data within the MTDI.

3.2 The Contractor uses the MTDI to:

- a. document and advise the Commonwealth of the Technical Data to be delivered to the Commonwealth and Associated Parties in relation to the Contract;
- b. in relation to the Mission System, identify the set of specifications, design documentation and associated product data, and identify their associated management information; and
- c. in relation to the Support System, document the outcomes of its Technical Data requirements analysis and inform the Commonwealth of the Technical Data required to enable the Materiel System to be operated and supported through life; and
- d. manage Technical Data rights, including to benefit from those rights and to meet its obligations, including in regards to any restrictions arising under clause 5 of the COC.

3.3 The Commonwealth uses the MTDI to:

- a. understand, evaluate and monitor the scope of Technical Data under the Contract;
- b. understand the scope of Technical Data to be used to document the design and undertake the Verification and Validation (V&V) of the Mission System and Support System, including evaluating the Technical Data required to enable the Materiel System to be operated and supported through life;
- c. understand the scope of Technical Data to be delivered to the Commonwealth and Associated Parties, and to identify the actions required with respect to that Technical Data;
- d. understand the scope of Technical Data required to support the Australian Industry Capability (AIC) program; and
- e. benefit from its Technical Data rights and to meet its obligations, including in regards to any restrictions arising under clause 5 of the COC.

4. INTER-RELATIONSHIPS

4.1 The MTDI is subordinate to the following data items, where these data items are required under the Contract:

- a. Technical Data Plan (TDP);
- b. Integrated Support Plan (ISP);
- c. Systems Engineering Management Plan (SEMP); and
- d. Configuration Management Plan (CMP).

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

- a. Software List (SWLIST);
- b. all data items required under the AIC clause in the SOW; and

- c. all other data items that identify, list, or which are Technical Data.

4.3 The MTDI also inter-relates with:

- a. the Technical Data and Software Rights (TDSR) Schedule; and
- b. the systems used under the Contract for the management of Technical Data, including the Data Management System (DMS), Logistic Support Analysis Record (LSAR) (if applicable) and Configuration Status Accounting (CSA) system.

5. APPLICABLE DOCUMENTS

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

DEF(AUST)IPS-5629C	<i>Production of Military Technical Manuals</i>
DEF(AUST)IPS-5630	<i>Automation systems and integration — Product data representation and exchange</i>
DI-IPSC-81431A	<i>System/Subsystem Specification (SSS)</i>
DI-IPSC-81432A	<i>System/Subsystem Design Description (SSDD)</i>
DI-IPSC-81433A	<i>Software Requirements Specification (SRS)</i>
DI-IPSC-81434A	<i>Interface Requirements Specification (IRS)</i>
DI-IPSC-81435A	<i>Software Design Description (SDD)</i>
DI-IPSC-81436A	<i>Interface Design Description (IDD)</i>
DI-IPSC-81437A	<i>Database Design Description (DBDD)</i>
DI-IPSC-81438A	<i>Software Test Plan (STP)</i>
DI-IPSC-81439A	<i>Software Test Description (STD)</i>
DI-IPSC-81440A	<i>Software Test Report (STR)</i>
DI-IPSC-81441A	<i>Software Product Specification (SPS)</i>
DI-IPSC-81442A	<i>Software Version Description (SVD)</i>
DI-SESS-81632	<i>Interface Specification</i>
MIL-STD-490A	<i>Specification Practices</i>
MIL-STD-961E	<i>Defense and Program-Unique Specifications Format and Content</i>
S1000D™	<i>International specification for technical publications using a common source database, Issue 5.0</i>

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2 The MTDI shall be provided in soft copy as a structured data file (eg, one or more databases, spreadsheets or other structured data format) that enables the MTDI content to be accessed, queried, read, printed, and used to generate soft copy tabulated text reports.
- 6.1.3 When records from the MTDI are to be provided to meet the *specific requirements* of an individual data item, the Commonwealth's expectation is that either:
 - a. the data item will be delivered, with the records being derived from a filtered set of current data from the MTDI; or
 - b. the MTDI will be delivered, and the records for the required data item can be easily filtered from the other records within the MTDI.

6.1.4 Except where the soft copy data file is compatible with a standard Software application defined elsewhere in the Contract, or otherwise agreed in advance and in writing by the Commonwealth Representative, the MTDI shall be accompanied by any Software and Technical Data required to enable those functions identified in clause 6.1.2.

6.1.5 The MTDI shall be updated as the Contractor's Materiel System solution matures, so as to keep track of the status of Technical Data during the period of the Contract.

6.2 Specific Content

6.2.1 General

6.2.1.1 The MTDI shall identify all of the Technical Data:

- a. delivered, or required to be delivered, to the Commonwealth or an Associated Party in relation to the Contract;
- b. required to enable the Commonwealth to undertake Contract governance, to meet its obligations and exercise its rights under the Contract, and to use and support the Supplies as described in the Contract and Contract (Support) (if applicable);
- c. required to enable the Materiel System to be operated and supported through life;
- d. required to inform decision-making by the Commonwealth in relation to the Contract and the Materiel System, including in relation to Capability, cost (including Life Cycle Cost), schedule, operational and/or Maintenance considerations, Defects, and Configuration Changes including Deviations;
- e. related to the Software identified in the SWLIST, when a SWLIST is required under the Contract, including Software Design Data, Source Code, and Software test plans, procedures and reports;
- f. required for obtaining and maintaining product certification, including satisfying government and Defence regulatory and assurance requirements; and
- g. that is used (or required to be used) by the Commonwealth in meeting its broader obligations (eg, in relation to financial accountability, security, safety and environmental protection).

6.2.1.2 When a data item for Technical Data is required to be derived from the MTDI under the Contract, the data item shall meet the *common requirements* of clause 6.2.2 and the *specific requirement* being requested, which may include:

- a. a Mission System Technical Documentation Tree (MSTDT), detailed in clause 6.2.3;
- b. a Drawing List, detailed in clause 6.2.4;
- c. a Support System Technical Data List (SSTD), detailed in clause 6.2.5;
- d. a Publication Tree (PUBTREE), detailed in clause 6.2.6;
- e. a Training Materials List (TML), detailed in clause 6.2.7; and
- f. standalone DIDs for particular categories of Technical Data (eg, product certification data, Codification item list, and manufacturing and assembly data).

6.2.2 Common Requirements

6.2.2.1 Each list of Technical Data, derived from the MTDI, shall include the following *common information* requirements for each item of Technical Data:

- a. the unique item reference number, document number, drawing number or S1000D Data Management List (DML) control number, as applicable;
- b. the name or title of the item of Technical Data;
- c. the version (eg, draft, final);
- d. the revision number / amendment status and release / issue date, as applicable;
- e. a brief description of the item of Technical Data (or the amendment to an existing item of Technical Data), including its purpose or use;

- f. the unique product identifier for the system / sub-system / Configuration Item (CI) / end-product (including hardware and Software) to which the item of Technical Data relates;
- g. the name of the system / sub-system / CI / end-product (including hardware and Software) to which the item of Technical Data relates;
- h. the source (eg, name of the Subcontractor / supplier that created or provided it);
- i. if Commonwealth rights to the Technical Data, as defined through clause 5 of the COC (eg, Intellectual Property rights), are restricted:
 - (i) cross-reference to the 'Unique Line Item Description' of any line item in the TDSR Schedule that applies to the item of Technical Data;
 - (ii) whether the item of Technical Data is Commercial TD; and
 - (iii) if the item of Technical Data is Commercial TD that is not related to a Key Commercial Item, cross-reference to the terms on which the item of Technical Data is licensed to the Commonwealth;
- j. if Commonwealth rights to the Technical Data are restricted for reasons other than those defined through clause 5 of the COC (eg, Export Approvals), a cross-reference to the applicable licence or agreement (eg, a Technical Assistance Agreement);
- k. any applicable Australian or foreign security classification;
- l. the Technical Data category (eg, manual, specification, drawing, presentation for a system review, Software Source Code, etc), as identified in the Approved TDP or the Approved ISP, whichever is the governing plan under the Contract;
- m. the standards to which the item of Technical Data will be, or has been, prepared (eg, a data item description, S1000D™, or DEF(AUST)5629C);
- n. the schedule requirements for update and/or maintenance;
- o. delivery details, including:
 - (i) if the item of Technical Data is to be delivered to the Commonwealth;
 - (ii) details of the recipient (which includes the Commonwealth, Subcontractors, regulatory authorities / assurance agencies, Escrow Agent (if applicable), Associated Parties, and other support organisation(s)), including (or cross-referencing) the location, organisation, and position of the recipient; and
 - (iii) the delivery date, and any milestone to which delivery relates (eg, a System Review that uses the Technical Data);
- p. the intended end user (ie, Commonwealth, Contractor, Subcontractors, and in-service support organisations such as the Contractor (Support) and Subcontractors (Support) where these organisations may include the Contractor and related entities involved in the provision of support); and
- q. if a current or intended end-user of the Technical Data is an ANZ Subcontractor:
 - (i) the activities to be performed by the ANZ Subcontractor to which the TD relates;
 - (ii) if Australian Industry Activities (AIAs) are applicable to the Contract, the AIA to which the item of TD relates;
 - (iii) if rights to the TD are restricted due to IP, patents, or similar, details of or cross-references to the licenses or other arrangements to allow the ANZ Subcontractor to perform the work allocated to it under the Contract; and
 - (iv) if the use of TD is restricted for reasons other than those defined for clause 6.2.2.1q(iii) (eg, Export Controls), details of the applicable approvals (eg, Technical Assistance Agreements) required to allow the Subcontractor to perform the work allocated to it under the Contract.

6.2.3 Specific Requirements – Mission System Technical Documentation Tree

Note: *The CDRL may specify individual delivery requirements for this element of the MTDI.*

6.2.3.1 Mission System Technical Documentation Tree

6.2.3.1.1 The MTDI shall, pursuant to clauses 6.1.2 and 6.1.3, enable a subset of the MTDI to be derived representing a hierarchical list of all of the specifications and design documentation for the Mission System, with this hierarchical list to be structured in accordance with the product breakdown structure (or the system breakdown structure) for the Mission System ('**Mission System Technical Documentation Tree (MSTDT)**').

6.2.3.1.2 When this DID is invoked under the Contract to define a MSTDT, the data item shall include, for each item of Technical Data, the *common information* required by clause 6.2.2.1 and:

- a. the current document control authority (ie, the organisation responsible for content of the document and the only authority that can effect changes to it); and
- b. the Commonwealth's action period and required action (eg, Review or Approve) in accordance with clause 6.2.3.2.

6.2.3.1.3 The MSTDT shall define, for the set of documents:

- a. the hierarchical (parent-child) relationships between all specifications that define the system, from the Commonwealth's contractual input specifications through to the lowest level CI specifications; and
- b. the relationships between the documents in the Contractor's program.

6.2.3.1.4 For system elements that have not been defined, due to the limited maturity of the design when the MSTDT is produced, the MSTDT shall define generic elements (eg, a generic subsystem) and the associated design documentation that is expected for that element (eg, subsystem specification, interface specification, subsystem design document).

6.2.3.2 MSTDT Specific Commonwealth Management Requirements

6.2.3.2.1 When the MSTDT includes documents that are explicitly listed in the CDRL, it shall refer to the CDRL to define the obligations with respect to those documents.

6.2.3.2.2 Except where otherwise defined in this DID, the SOW or CDRL, the MSTDT shall identify all specifications and design documentation for the Mission System as subject to Review by the Commonwealth Representative.

6.2.3.2.3 Except where otherwise agreed by the Commonwealth Representative, the MSTDT shall identify the following types of documents for the Mission System as subject to Approval by the Commonwealth Representative:

- a. specifications and design documentation for all external interfaces (ie, those elements of each Mission System that interface to other Commonwealth systems and equipment);
- b. specifications and design documentation for human-system interfaces; and
- c. if the Mission System is a system-of-systems, specifications and design documentation for the internal interfaces between the component systems, including the internal interfaces to any control system and/or management system (eg, mission management system or combat management system).

6.2.3.2.4 Except where otherwise agreed by the Commonwealth Representative, the MSTDT shall identify that a draft of all specifications at the first level below the Mission System level (ie, subsystem or segment) will be delivered prior to the System Definition Review (SDR), to enable the finalisation of the Mission System Functional Baseline at the SDR.

6.2.3.2.5 Except where otherwise agreed by the Commonwealth Representative, the MSTDT shall identify that the Commonwealth's action period for all delivered documents is 20 Working Days.

6.2.3.3 MSTDT Documentation Standards

6.2.3.3.1 Although not mandated, the following table provides guidance for the expected level of detail associated with the specifications and design documentation. The Contractor may propose the use of these or similar publicly available standards or, where appropriate, the Contractor's internal standards. If the Contractor proposes to use an internal standard for a document the standard shall be delivered with the MSTDT.

Design Element	Document	Expected Level (or equivalent)
Segments / Subsystem	<i>Specification</i>	SSS DI-IPSC-81431A
	<i>Interface Specification</i>	IS DI-SESS-81632
	<i>Design Document</i>	SSDD DI-IPSC-81432A
Hardware	<i>Specification</i>	MIL-STD-961E
	<i>Interface Control Document</i>	ICD MIL-STD-961E
	<i>Design Document</i>	SSDD DI-IPSC-81432A
Software	<i>Requirement Specification</i>	SRS DI-IPSC-81433A
	<i>Interface Specification</i>	IRS DI-IPSC-81434A
	<i>Software Design Description</i>	SDD DI-IPSC-81435A
	<i>Interface Design Description</i>	IDD DI-IPSC-81436A
	<i>Software Test Description</i>	STD DI-IPSC-81439A
	<i>Software Test Report</i>	STR DI-IPSC-81440A
	<i>Software Product Specification</i>	SPS DI-IPSC-81441A
	<i>Software Version Description</i>	SVD DI-IPSC-81442A

6.2.4 Specific Requirements – Drawing List

Note: The CDRL may specify individual delivery requirements for this element of the MTDI. In this DID, engineering drawings includes 'Engineering Design Data' as defined in DEF(AUST) 5085C and refers to technical drawings and data sets for physical design data (eg, three-dimensional modelling and computer-aided design data), which represent hardware products of the Materiel System.

6.2.4.1 The MTDI shall, pursuant to clauses 6.1.2 and 6.1.3, enable a subset of the MTDI to be derived that lists all drawings (both new and existing) that relate to the Mission System and Support System ('**Drawing List**').

6.2.4.2 The Drawing List shall include all drawings:

- associated with the installation of Mission System and Support System elements at a Defence site or onto a Defence platform (if applicable);
- that are necessary, in conjunction with other Technical Data, to disclose the physical, functional, and performance characteristics of all external interfaces;
- that define key internal interfaces to assist with the management of growth, evolution and Obsolescence, including those identified pursuant to clause 6.2.3.2.3c; and
- required to enable other requirements of the Contract to be met (eg, in relation to Codification, parts determination, structural integrity, and weight and balance).

6.2.4.3 When this DID is invoked under the Contract to define a Drawing List, the data item shall include, for each identified drawing, the *common information* required by clause 6.2.2.1 and:

- manufacturer's code (eg, CAGE code or other enterprise identifier);

- b. drawing size (eg, for drawings in aperture card format);
- c. number of sheets, including the identification of the individual sheet numbers;
- d. next higher assembly or 'used on'; and
- e. details of electronic files including:
 - (i) the file name and file format; and
 - (ii) if applicable, the storage media (eg, the volume name when stored over multiple media items).

6.2.4.4 The Drawing List shall also include the *common information* (as required by clause 6.2.2.1) for the following types of documents, when applicable:

- a. 'interpretation documents', used to facilitate interpretation of each applicable Contractor and Subcontractor drawing system; and
- b. 'associated lists', which tabulate the engineering information pertaining to items depicted on an engineering drawing or a set of drawings (eg, parts list, data list, and index list).

6.2.5 Specific Requirements – Support System Technical Data List

6.2.5.1 Support System Technical Data List

Note: *The CDRL may specify individual delivery requirements for this element of the MTDI.*

6.2.5.1.1 The SSTDL shall, pursuant to clauses 6.1.2 and 6.1.3, enable a subset of the MTDI to be derived that represents the complete list of Technical Data required to enable the Materiel System to be operated and supported through life, and shall be based upon:

- a. the CDRL;
- b. the support-related elements under clause 6.2.1.1 (including in relation to product evolution through life) and clause 6.2.5.2.1;
- c. the Technical Data requirements analysis conducted by the Contractor in accordance with the Approved TDP or the Approved ISP, whichever is the governing plan under the Contract;
- d. updates to the Technical Data requirements, as the developmental status of the Mission System and the Support System matures; and
- e. the data that comprises a Configuration Baseline for the Supplies, including in relation to the Mission System, Support System Components, and for Training.

6.2.5.1.2 When particular Technical Data does not currently exist, but will be created as an outcome of a particular activity under the Contract or the Contract (Support), the SSTDL shall identify the Technical Data generically.

6.2.5.1.3 When this DID is invoked under the Contract to define a SSTDL the data item shall include, for each item of Technical Data, the *common information* required by clause 6.2.2.1 and:

- a. if applicable, the title of the related AIAs required for the in-service phase and the associated contractor and/or subcontractors;
- b. the native format of the item of Technical Data and:
 - (i) if digital, the file name and type and, for Technical Data other than Commercial TD, the authoring application, the document / data type definition and translator files (if applicable), and the standards that have been applied and that will be applied for any subsequent development under the Contract; or
 - (ii) if not digital, the type of hard copy format (eg, paper, microfilm, aperture card) and, for Technical Data other than Commercial TD, the standards that have been applied and that will be applied for any subsequent development under the Contract;

- c. the quantity (ie, number of copies) to be delivered and the method of delivery (eg, hard copy or electronic form (ie, soft copy or transfer via a Data Management System, if applicable, or to an agreed information system));
- d. for items of Technical Data to be delivered to the Commonwealth, the CDRL reference (if applicable); and
- e. if not included in the Technical Data category, the developmental status of the item of Technical Data (eg, existing and not to be modified, existing and to be modified, or new).

6.2.5.1.4 The SSTDL shall enable items of Technical Data to be listed and sorted, including by:

- a. the applicable Support System Constituent Capability (SSCC);
- b. the applicable system, sub-system, CI or end-product (including both hardware and software CIs or end-products), with the breakdown structure being consistent with the Contract Work Breakdown Structure (CWBS);
- c. the source of the Technical Data;
- d. the intended end-user (including the Contractor and related entities involved in the provision of support);
- e. if applicable, the AIAs to which the Technical Data relates; and
- f. data attributes that identify an item of Technical Data as being included in one or more Technical Data categories, types and sub-types assigned by the Contractor (eg, if an item of Technical Data is part of a particular System Review package).

6.2.5.2 Support System Technical Data to be Delivered to the Commonwealth

6.2.5.2.1 Without limiting any other requirement in the SOW or this DID, the SSTDL shall identify, as a minimum, the following Technical Data as required to be delivered to the Commonwealth in accordance with clause 5.12 of the COC:

- a. all Technical Data explicitly identified in the SOW for delivery to the Commonwealth (including Technical Data identified in the SSTDL generically), and related (ie, supporting) Technical Data, required to enable the support of the Supplies, such as:
 - (i) all data items that are or that contain Technical Data (eg, Hazard Analysis Reports, the Hazard Log, Software Support Plan (SWSP), and Learning Management Packages (LMPs)); and
 - (ii) Technical Data created as an outcome of activities under the Contract including, as applicable, Objective Evidence for System Certification, Engineering Change Proposals (ECPs) / Engineering Change Orders (ECOs) and Deviations (Requests For Variance) related to the build state of 'as delivered' Supplies, and Acceptance Test Reports (and supporting information) that verify compliance with a Configuration Baseline for Supplies;
- b. the Technical Data required to be identified in accordance with clause 6.2.5.1.1; and
- c. all Technical Data required to enable the support of the Materiel System by Defence and the performance of the Contract (Support), which can be reasonably derived from the Contract (eg, technical maintenance plans and servicing schedules);
- d. to the extent not covered by subclauses a and b above, the Technical Data required to enable the Commonwealth, or a person on behalf of the Commonwealth, to:
 - (i) install or configure the Supplies;
 - (ii) integrate the Supplies with other systems;
 - (iii) operate or maintain the Supplies;
 - (iv) identify, isolate, and rectify defects in the Supplies, consistent with the scope of in-service Engineering and Maintenance activities as set out in the Contract and the Contract (Support) (if applicable);
 - (v) undertake training in relation to the Supplies;

- (vi) remove or uninstall the Supplies;
- (vii) decommission or destroy the Supplies; and
- (viii) modify and upgrade the Supplies as may be required to meet the growth, evolution and Obsolescence management objectives and requirements set out in the Contract and the Contract (Support) (if applicable).

6.2.5.2.2 Except where otherwise defined in this DID, the SOW or CDRL or agreed by the Commonwealth Representative, the SSTDL shall identify all Technical Data to be delivered to the Commonwealth as:

- a. subject to Review by the Commonwealth Representative; and
- b. required to be delivered to the Commonwealth within 20 Working Days of the Approval of the SSTDL or an update to the SSTDL.

6.2.6 Specific Requirements – Publications Tree

Note: The CDRL may specify individual delivery requirements for this element of the MTDI.

6.2.6.1 The MTDI shall, pursuant to clauses 6.1.2 and 6.1.3, enable a subset of the MTDI to be derived representing a list of publications (new, existing and amended) that relate to the Mission System and Support System ('**Publications Tree**').

6.2.6.2 The Publications Tree shall:

- a. define the range of publications resulting from the Technical Data requirements analysis;
- b. for publications that are to be delivered as S1000D-compliant source files, include the S1000D DML; or
- c. for publications that are not required to be delivered as S1000D source files:
 - (i) identify the hierarchy of, and inter-relationships between, all publications including the distribution of information between each publication; and
 - (ii) provide the ability for hard copies to be produced in a logical and hierarchical format that allow quick and easy reference so that either experienced or inexperienced operational or logistics-support personnel can identify the publication reference that they require.

Note: The Publications Tree identifies items of Technical Data (eg, operator and support manuals) that are required to enable the Materiel System to be operated and supported through life and, therefore, is a subset of the items in the SSTDL.

6.2.6.3 When this DID is invoked under the Contract to define a Publications Tree the data item shall include, for each publication, the information required for the SSTDL by clause 6.2.5.1.3 and the schedule for the development and production of the publication.

6.2.7 Specific Requirements – Training Materials List

Note: The CDRL may specify individual delivery requirements for this element of the MTDI.

6.2.7.1 The MTDI shall, pursuant to clauses 6.1.2 and 6.1.3, enable a subset of the MTDI to be derived representing a list of Training Materials (new and existing) that are required for the Training courses required to be developed under the Contract ('**Training Materials List**').

6.2.7.2 The Training Materials List shall list all of the Training Materials required for the Training courses required to be developed under the Contract, including:

- a. competency standards and/or course graduation requirements, as applicable;
- b. student materials (eg, précis, workbooks, exercise and tutorial materials);
- c. instructor materials including lesson plans, presentations and exercise materials;
- d. all materials used for the assessment of students and related Training records;
- e. documents required for Training course evaluation and reporting;
- f. any other documents that enable Training delivery or administration; and

- g. manuals and handbooks used in the provision of Training but not developed for Training purposes.

6.2.7.3 When this DID is invoked under the Contract to define a Training Materials List, the data item shall include, for each item of the Training Materials, the information required for the SSTDL by clause 6.2.5.1.3 and:

- a. the unique code for the Training course / Learning Management Package;
- b. the name of the Training course / Learning Management Package; and
- c. if the document was developed specifically for Training purposes.

6.2.7.4 The Training Materials List shall be capable of being filtered and sorted by the data required under clause 6.2.7.3.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ILS-TNG-TNGRECR-V5.2

2. TITLE: TRAINING RECOMMENDATIONS REPORT

3. DESCRIPTION AND INTENDED USE

3.1 The Training Recommendations Report (TNGRECR) details the Training programs and significant resources recommended by the Contractor to the Commonwealth in order to achieve the operational and support requirements defined in the Contract. The TNGRECR outlines the performance needs of Personnel and describes recommended Training solutions for the various job classifications and skill levels of Personnel working with the Mission System and Support System. The TNGRECR identifies requirements for the differing types of Training (eg, Introductory Training and Sustainment Training), to be delivered under the Contract and, if applicable, the Contract (Support).

3.2 The Contractor uses the TNGRECR to:

- a. advise the Commonwealth of the performance needs and recommended Training solutions for the operation and support of the Mission System and the Support System;
- b. assist with demonstrating that the designs for the Mission System and the Support System represent a solution that minimises Life Cycle Cost (LCC); and
- c. provide the basis for the further development of recommended Training solutions.

3.3 The Commonwealth uses the TNGRECR to:

- a. understand, evaluate and provide a basis for monitoring the Contractor's scope of work with respect to Training;
- b. assist with the evaluation of the designs for the Mission System and the Support System (eg, in terms of complexity and ease of use); and
- c. understand the Commonwealth's scope of work with respect to Training.

4. INTER-RELATIONSHIPS

4.1 The TNGRECR is subordinate to the Integrated Support Plan (ISP).

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

- a. Learning Management Packages (LMPs);
- b. Recommended Provisioning List (RPL), which identifies Training Equipment to be procured; and
- c. Training Materials List (TML), derived from the Master Technical Data Index (MTDI) as a consolidated list of Training Materials that are deliverable under the Contract.

5. APPLICABLE DOCUMENTS

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

SADL Guide Systems Approach to Defence Learning (SADL) Practitioner Guide

ADF Service Training Manual(s), as specified in the Statement of Work

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

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

- 6.1.2** When the Contract has specified delivery of another data item (eg, a database) that contains aspects of the required information, the data item shall summarise these aspects and refer to the other data item.
- 6.1.3** 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.

6.2 Specific Content

Note: While the SADL Guide recognises different methods of learning, the Contract seeks formal Training methods that can be delivered by a Defence unit or support contractor.

6.2.1 General

- 6.2.1.1** The TNGRECR shall be divided into sections for the employment categories of trainees and, when applicable to Training design, the type of Training (eg, Introduction into Service Training or Sustainment Training).
- 6.2.1.2** Unless otherwise specified in the Contract, the TNGRECR shall describe the Contractor's recommended Training solution for Commonwealth Personnel, the Contractor (Support), and Subcontractors (Support).
- 6.2.1.3** The TNGRECR shall include a summary of the analysis process used to assess the performance needs of Personnel, including:
- a. the options for Training delivery methods and the rationale for the recommended solution;
 - b. when applicable, the review and evaluation of existing training courses undertaken to determine their suitability for the purposes of the Contract; and
 - c. the cost-effectiveness over the LOT of the Mission System for the recommended Training solution.

6.2.2 Performance Needs and Training Requirements

Note: As a minimum, clause 6.2.2.1 requires a summary of the analysis to identify and evaluate the suitability of LMPs, with or without modification. If there is no existing Training solution / LMP, a more detailed analysis would be performed following the Analyse Phase activities as described in the SADL Guide, in order to provide this summary. Refer to the SADL Guide for Analyse Phase products, and section 1 of the LMP, for more information.

- 6.2.2.1** The TNGRECR shall:
- a. summarise the job tasks and job specifications, including performance needs, for those jobs where there is a need for learning intervention and for which a Training solution will be required;
 - b. describe the required Personnel competencies (including skills, knowledge, attitudes and behaviours) applicable to the job tasks and performance needs for which a Training solution will be required;
 - c. describe the assessed gap between the target population (eg, Defence and/or support contractor staff) and the Training requirements identified under subclause b;
 - d. estimate the number of Personnel to be trained initially under the Contract, and then on an annual basis, by employment category and skill level (or rank if applicable) for each job;
 - e. describe the analysis and evaluation results associated with the selection of Training methods, including the need for significant items of Training Equipment; and
 - f. identify the LMP(s) for each recommended Training course (to be detailed in accordance with clause 6.2.3), including whether the LMP(s) is/are existing, required to be modified, or required to be developed.

6.2.3 Recommended Training Courses and Learning Management Packages

Note: This information outlines the requirements for applicable Learning Management Packages. As such, this may be derived from existing LMPs that are considered suitable, with or without modification, and/or will form the basis of section 1 for any new LMPs, as applicable.

- 6.2.3.1** The TNGRECR shall, for each recommended Training course / LMP, include:
- a. the identifying course code, course name, and short name;
 - b. the highest security classification of the Training Material (as defined in the Security Classification and Categorisation Guide, if included in the Contract);
 - c. a statement of the course aim;
 - d. a brief course description, including an overview of the scope of the learning outcomes to be covered, the core learning activities and other associated learning programs that, together, form a learning and development solution;
 - e. the type of course (eg, continuation, familiarisation, or specialist training);
 - f. the minimum and maximum number of participants per course;
 - g. the primary delivery method (eg, distance learning, instructor led, etc);
 - h. applicable trade / profession (ie, 'skill domain' or 'job family') of the participants;
 - i. total course duration; and
 - j. if applicable, the Registered Training Organisation.
- 6.2.3.2** In respect of the implementation Training and Training Support solutions, the TNGRECR shall describe:
- a. the expected number of courses per annum;
 - b. a list of the course learning outcomes and descriptions;
 - c. course pre-requisites, including qualifications and experience;
 - d. an outline of the course assessment requirements;
 - e. the location at which Training will be conducted, and a description of any specific requirements for the Training Facilities;
 - f. details of any specific Equipment requirements for the course(s), including both Training Equipment and equipment procured / developed for another purpose (eg, operational equipment and Support and Test Equipment (S&TE));
 - g. a summary of Training Materials requirements for the course(s), including materials developed for another purpose (eg, operating and maintenance manuals);
 - h. an estimate of the time required to update or develop the course; and
 - i. any additional information relevant to the recommendation of the course and its design, development and implementation, as determined by the Contractor.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-PM-AIC-AICP-2-V5.2

2. TITLE: AUSTRALIAN INDUSTRY CAPABILITY PLAN

3. DESCRIPTION AND INTENDED USE

3.1 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.

3.2 The Contractor uses the AIC Plan to:

- a. 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;
- b. manage, coordinate and monitor the delivery of the AIC program;
- c. 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;
- d. 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
- e. 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.

3.3 The Commonwealth uses the AIC Plan to:

- a. evaluate and gain assurance that the Contractor's AIC program will achieve the AIC requirements of the Contract and, if applicable, the Contract (Support);
- b. provide a basis for monitoring and assessing the Contractor's performance in relation to the execution of the AIC program;
- c. 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
- d. identify the Commonwealth's involvement in the AIC program.

4. INTER-RELATIONSHIPS

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

- a. Project Management Plan (PMP);
- b. Contract Work Breakdown Structure (CWBS);
- c. Contract Master Schedule (CMS);
- d. Contract Status Report (CSR); and
- e. Support System Technical Data List (SSTD).

4.2 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.

5. APPLICABLE DOCUMENTS

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

2018 DES	2018 Defence Export Strategy
2019 DPIIP	2019 Defence Policy on Industry Participation
	2019 Defence Industry Skilling and STEM Strategy
	2024 Defence Industry Development Strategy
	ACE Measurement Rules

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

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

6.1.2 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.

6.1.3 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.

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

- a. the Contractor's commitments are to be separated from any background or descriptive information;
- b. 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;
- c. the Contractor's commitments are to be set out using the following terminology as appropriate:
 - (i) 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;
 - (ii) 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
 - (iii) 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
- d. 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.

6.2 Specific Content

6.2.1 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.

6.2.1.1 The AIC Plan shall provide a summary of:

- a. 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;
- b. any Sovereign Defence Industrial Priorities (SDIPs) and Detailed SDIPs applicable to the Contract;
- c. 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;
- d. the overall Prescribed ACE Percentage for the Contract;
- e. 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;
- f. the Contractor's commitments to employing veterans (previous members of the Australian Defence Force), as applicable to the Contract;
- g. the Contractor's and AIC Subcontractors' commitments to Australian Industry over the longer term, particularly Small-to-Medium Enterprises (SMEs), including:
 - (i) newly-proposed long-term partnering arrangements with particular Australian Entities;
 - (ii) enhancements to existing long-term partnering arrangements with particular Australian Entities; and
 - (iii) long-term engagement of particular Australian Entities in the Contractor's supply chain; and
- h. any other commitments or matters of note that demonstrate the Contractor's commitment to achieving the AIC Objectives.

6.2.2 AIC Management

6.2.2.1 The AIC Plan shall:

- a. 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;
- b. 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
- c. 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.

6.2.2.2 The AIC Plan shall describe:

- a. the assurance process used to ensure that the AIC Obligations are met and the AIC Objectives are being pursued, including:
 - (i) the data to be captured, monitored and reported on;
 - (ii) the nature of, and the indicative frequency of, assurance activities; and
 - (iii) the reporting process for assurance activities planned / conducted during each reporting period;
- b. the strategy and processes used to identify and remediate potential or actual problems with achieving the AIC Obligations, including:
 - (i) 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;

- (ii) the processes to be used to assist Australian Entities to address identified problems; and
 - (iii) 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
- c. the details and outcomes that will be recorded in relevant Contract progress reporting.

6.2.3 AIC Schedule

6.2.3.1 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.

6.2.3.2 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.

6.2.4 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 6.2.8.

6.2.4.1 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. 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);
- b. 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;
- c. if the Contractor considers that one or more opportunities exist, a brief description of the nature and scope of those opportunities, including:
 - (i) 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;
 - (ii) the likely timings associated with each opportunity; and
 - (iii) whether or not the Contractor plans to compete the opportunity with overseas companies; and
- d. 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 1: 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

6.2.4.2 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:

- a. the supplier; and
- b. the details in relation to the nature and timing of the associated market testing process.

6.2.5 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.*

6.2.5.1 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:

- a. 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);
- b. 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);
- c. establishing Subcontracts with Australian Industry, including:
 - (i) 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;
 - (ii) 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; and
 - (iii) describing how any commercial requirements and constraints, which may apply to particular types of procurement activities, will be addressed, including in relation to Intellectual Property (IP), security, and export controls, so that the widest possible market engagement can be undertaken to satisfy the AIC Objectives; and
- d. ensuring that AIC Subcontractors will undertake their own market testing activities to promote and achieve the AIC Objectives.

- 6.2.5.2** The AIC Plan shall also 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.

6.2.6 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.

- 6.2.6.1** 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. a brief description of each Industrial Capability, including:
 - (i) the identification (where known) of the Australian Entity(ies) in which the Industrial Capability will be created or enhanced; and
 - (ii) whether or not the Industrial Capability is identified as an AIA in Attachment F;
- b. the outcomes being sought in terms of:
 - (i) 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.

- (ii) 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
- (iii) 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.

- c. the specific initiatives and activities to be undertaken to achieve these outcomes, including:
 - (i) 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;
 - (ii) 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 Technical Data and IP (TD/IP);
 - (iii) the timeframes and costs associated with these commitments, including stages of implementation, when any new or enhanced Industrial Capabilities will be available, and whether or not the commitments involve the utilisation of government grants;

- (iv) 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;
 - (v) 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;
 - (vi) 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;
 - (vii) 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); and
 - (viii) if a DRAIC Readiness Review (DRAICRR) is required under the Contract, the proposed approach to satisfying the requirements for this review, including the organisations and individuals involved and their specific responsibilities, the proposed review venue, the detailed pre-requisites for conducting the review, actions to be undertaken during the review (eg, documentation to be reviewed), and the detailed review completion criteria.
- d. how achievement of the specific enhancements and/or outcomes will be measured and reported; and
 - e. any planned follow-on activities or opportunities to ensure that the new or enhanced Industrial Capabilities are maintained and will remain viable.

6.2.6.2 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:

- a. 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
- b. 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.

6.2.6.3 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:

- a. 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:
 - (i) the nature of each company's current or projected contribution; and
 - (ii) the estimated timeframe for each new company to enter the Contractor's global supply chain; and
- b. 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.

6.2.7 Supply Chain Assurance

6.2.7.1 The AIC Plan shall describe the Contractor's plan, including the associated measures, to undertake assurance activities to monitor and assess the ANZ Sovereignty-related elements of their supply chain for the Materiel System, as required by the SOW, including:

- a. identifying the Subcontractors to be monitored;
- b. describing the specific activities to be undertaken, including the methodologies to be employed and associated timeframes;
- c. describing how AIC Subcontractors will be incorporated into these assurance activities; and
- d. describing the mechanisms for reporting to the Commonwealth, including through the CSR, the outcomes of the Contractor's monitoring and assurance activities, including:
 - (i) progress against the schedule of planned assurance activities;
 - (ii) a brief summary of the health of the implemented Industrial Capabilities, including an assessment of each Subcontractor's abilities to undertake the required sustainment activities; and
 - (iii) identification of any areas of concern, including the suggested plan to rectify, if required, any actions proposed to be undertaken by the Commonwealth, and a risk assessment if no action were to be taken to resolve the identified concerns.

6.2.8 Contractor and AIC Subcontractor 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 specific aspects of the Contractor's and AIC Subcontractors' activities that contribute to ACE, including:*

- a. ***all activities being conducted directly by the Contractor or an AIC Subcontractor, which are classified as ACE;***
- b. ***all activities being conducted by Subcontractors to the Contractor and AIC Subcontractors, which are classified as ACE; and***
- c. ***where the Contractor or an AIC Subcontractor is an overseas entity, all activities being conducted by the Contractor or AIC Subcontractor 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).***

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

- a. 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 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 clause 6.2.6 where appropriate;
- b. separately identifies the Contractor's and each AIC Subcontractor'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:
 - (i) identifying whether the Subcontractor is an SME; and
 - (ii) cross-referring to the response provided to clause 6.2.6, and supplemented by the identification of any other support being provided by the Contractor and/or each AIC Subcontractor to those Subcontractors, such as (for example) the provision of technical assistance, training, TD and equipment, and the secondment of Contractor personnel;
- c. if the delivery of Industrial Capabilities as 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 where appropriate; and

- d. separately identifies the Contractor's and each AIC Subcontractor'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).

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

- a. any increase or decrease in the total Australian and/or New Zealand workforce numbers for the Contractor and each AIC Subcontractor as an outcome of the Contract, including by location (postcode); and
- b. 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.

6.2.8.3 Where the Contractor's and each 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:

- a. specific details in relation to transfer of technology, TD/IP, know-how and know-why; and
- b. the mechanisms and timeframes associated with this assistance.

Annexes:

- A. Public AIC Plan
- B. Australian Industry Capability Schedule

ANNEX A

PUBLIC AIC PLAN

Notes:

- a.** *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.*
- b.** *The initial Public AIC Plan is to be developed from the successful tender response and any negotiated changes prior to being submitted to the Commonwealth for Approval.*
- c.** *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.*

1. GENERIC FORMAT AND CONTENT

- 1.1** 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.
- 1.2** The Public AIC Plan shall only contain information of an appropriate security classification for publication on a public Internet website.
- 1.3** 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/>.
- 1.4** The Public AIC Plan shall include the information required under section 2, including using the same headings and structure.

2. SPECIFIC CONTENT: PUBLIC AIC PLAN**2.1 Company Details**

- 2.1.1** The Public AIC Plan shall include the following company details:

- a. company name;
- b. address for the relevant company office; and
- c. website details.

2.2 Executive Summary

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

- a. the Defence project number and the Contract number;
- b. 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;
- c. the Contract Price and the overall Prescribed ACE Percentage for the Contract;
- d. the Contract duration and forecast completion date; and
- e. identification of the SDIPs, Detailed SDIPs, and DRAICs and other AIAs applicable to the Contract.

- 2.2.2** This section of the Public AIC Plan shall be consistent with the "AIC Program Summary" required under clause 6.2.1.

2.3 Subcontracted Work

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

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

ANNEX A

- b. the total forecast value of Subcontracts (in Australian dollars at Base Date), including those Subcontracts that have been signed;
- c. ACE, as a percentage of the total forecast value of the Subcontracts;
- d. for each AIC Subcontractor, the company name, location and nature of work that they have been contracted to perform; and
- e. a list of Subcontractors within the supply chain that are a Small to Medium Enterprise, and/or that have signed the Veterans employment commitment.

2.3.2 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.

2.4 Creation, Enhancement and Maintenance of Australian Industrial Capabilities

2.4.1 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:

- a. the sectors in Australian Industry for which assistance is being or will be provided, and the outcomes being sought from providing that assistance;
- b. 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:
 - (i) transfer of technology;
 - (ii) related AIAs, particularly DRAICs; and
 - (iii) training and skills development programs.

2.4.2 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.

2.5 Future Work Opportunities

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

- a. 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;
- b. 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
- c. 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).

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

2.6 Market Engagement

2.6.1 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:

- a. indicative timeframes for advertising, tendering and Subcontract award;
- b. how the opportunity will be advertised (eg, through the use of supplier advocates, industry forums, professional networks, and the Contractor's webpage); and
- c. contact details for an appropriate representative from the Contractor to enable Australian companies to discuss the opportunities and register their interest.

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

ANNEX B

AUSTRALIAN INDUSTRY CAPABILITY SCHEDULE

Table 2: Australian Industry Capability Schedule

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.
[...Contractor name...]		[... 'not applicable' for Contractor ...]	[... cross-refer to response to clauses 6.2.6 and 6.2.8 ...]			
[...AIC Subcontractor A...]		[... 'not applicable' for AIC Subcontractor ...]	[... cross-refer to response to clauses 6.2.6 and 6.2.8 ...]			
[... Entity C (Subcontractor to AIC Subcontractor A)...]			[... cross-refer to response to clauses 6.2.6 and 6.2.8 ...]			

Notes for Table 2:

- a. **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.
- b. **ACN/NZCN:** If applicable, the Australian Company Number or New Zealand Company Number.
- c. **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 6.2.6 and 6.2.8.
- d. **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 6.2.6 and 6.2.8. 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.
- e. **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 6.2.6 and 6.2.8).
- f. **SME:** Is the organisation a Small-to-Medium Enterprise (yes/no)?
- g. **Veterans:** Has the organisation signed the Veterans Employment Commitment (yes/no)? Refer to <https://www.veteransemployment.gov.au/> for details.

DATA ITEM DESCRIPTION

- 1. DID NAME: DID-PM-DEF-CMS-2-V5.2**
- 2. TITLE: CONTRACT MASTER SCHEDULE**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Contract Master Schedule (CMS) describes the Contractor's planned sequence of activities, milestones and decision points to enable the objectives of the Contract to be met. Additionally, the CMS defines the current Contract schedule status, comparing the current schedule to the contracted schedule. The CMS also compares the current schedule status with any applicable baseline schedule.
 - 3.2** The Contractor uses the CMS, including or supplemented by subordinate schedules, to:
 - a. plan the activities and sequencing of those activities to achieve the requirements of the Contract; and
 - b. provide schedule direction and status to the management team responsible for conduct of the work.
 - 3.3** The Commonwealth uses the CMS to:
 - a. achieve assurance that the Contractor can meet its contractual obligations;
 - b. gain visibility into the Contractor's planning;
 - c. understand and evaluate the Contractor's approach to meeting the requirements of the Contract;
 - d. assist with monitoring the progress of the Contractor in meeting the requirements of the Contract; and
 - e. provide input into the Commonwealth's planning.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The CMS inter-relates with the following data items, where these data items are required under the Contract:
 - a. Project Management Plan (PMP); and
 - b. Contract Work Breakdown Structure (CWBS).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** The CMS shall be the primary schedule for the Contract, and all other schedules shall be subordinate to the CMS.
 - 6.1.3** The CMS shall be capable of being displayed in a variety of formats, including:
 - a. a Gantt chart;
 - b. a list of all tasks, together with their planned and actual start and completion dates; and
 - c. a listing of milestones (including Milestones in the Contract), together with their original contracted baseline, current baseline, forecast and actual completion dates.

- 6.1.4** The CMS shall be delivered as a soft copy of the CMS database using the software package identified in accordance with clause 3.2.2 of the SOW. The CMS database shall include all database elements used by the Contractor to develop, manage and update the CMS (eg, filter definitions, resources and notes). Any non-database elements of the CMS shall be delivered in accordance with the CDRL.

6.2 Specific Content

6.2.1 Data to be Included

- 6.2.1.1** The CMS shall graphically depict the Contract schedule and progress at the activity level (known as the work package level under Earned Value Management).

- 6.2.1.2** The CMS shall graphically present or otherwise identify:

- a. activities and their estimated durations;
- b. milestones, including the Milestones identified in the Contract;
- c. the relationships and dependencies between activities and milestones to be accomplished by or for the Contractor in the performance of its obligations under the Contract;
- d. earliest and latest start and finish dates for all activities and milestones;
- e. critical and non-critical paths;
- f. floats available on all activities and milestones;
- g. allocated resources for each activity; and
- h. notes on the use of the CMS, including a glossary of terms and symbols used.

- 6.2.1.3** The CMS shall include:

- a. all other schedules required under the Contract (eg, the Systems Engineering schedule and the Integrated Logistic Support schedule);
- b. Subcontractor schedules, to a level of detail that is consistent with the level of detail for the Contractor's own schedule;
- c. Milestones, and all milestones identified in the Contractor's plans and delivery milestones in Attachment C (if not already identified as Milestones);
- d. other major events, as agreed between the Contractor and the Commonwealth Representative;
- e. Commonwealth Representative tasks and tasks performed by Associated Parties, where such tasks interface with, and may affect, Contractor tasks; and
- f. significant reviews, such as System Reviews.

- 6.2.1.4** Each submission of the CMS shall provide visibility of progress against the current Approved schedule baseline.

- 6.2.1.5** Forecast milestone completion dates shall reflect anticipated actual performance that differs from the original milestone completion dates (or rescheduled dates established by an Approved rescheduled baseline).

6.2.2 Integration with Other Management Information

- 6.2.2.1** The CMS shall be traceable to the CWBS and the Milestones in the Contract.

6.2.3 Narrative Analysis

- 6.2.3.1** Each submission of the CMS shall contain an explanation of the cause of each Milestone's rescheduled forecast date that is later than the Milestone's current Approved scheduled baseline date for the issue of the CMS in which the rescheduled forecast date was first reported. Subsequent issues of the CMS need only address changes from previously reported dates. The narrative analysis for the CMS shall address possible impact on other milestones and activities, and shall describe work-around plans to minimise the impact.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-PM-MGT-PMP-2-V5.2

2. TITLE: PROJECT MANAGEMENT PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Project Management Plan (PMP) provides an overview of the different project processes and how they fit together to form a totally integrated management system for the Contract. It should provide an overview and show how all of the detailed processes and plans fit together.

3.2 The Contractor uses the PMP, including or supplemented by subordinate plans, to provide direction and guidance to the Contractor's management team responsible for coordinating and conducting the work required under the Contract.

3.3 The Commonwealth uses the PMP to:

- a. gain visibility into the Contractor's planning;
- b. understand and evaluate the Contractor's approach to managing the scope of work associated with the Contract; and
- c. provide input into the Commonwealth's planning.

4. INTER-RELATIONSHIPS

4.1 The PMP is the primary plan for the Contract. All other plans related to the Contract fit beneath the umbrella of the PMP.

5. APPLICABLE DOCUMENTS

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

DSPF	<i>Defence Security Principles Framework</i>
LCAM	<i>Logistics Compliance and Assurance Manual</i>
AS/NZS ISO 31000:2018	<i>Risk Management—Principles and guidelines</i>

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

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

6.1.2 The PMP shall be a stand-alone document that provides sufficient information to allow the reader to understand, without referring to other documents, how the scope of work associated with the Contract will be managed. It is not acceptable to simply reference a document, procedure or standard, without providing an overview of the relevant information within the PMP.

6.1.3 The PMP shall be the master planning document, integrating, summarising and referencing other plans and schedules required by this DID and elsewhere in the SOW.

6.1.4 The PMP need not be developed as one document. It may be divided into volumes, sections and/or sub-plans provided that the head document links all sub-documents together as a cohesive whole.

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

6.1.6 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.

6.2 Specific Content

6.2.1 System Overview

6.2.1.1 The PMP shall give a brief overview of the system being developed and its purpose.

6.2.2 Scope

6.2.2.1 The PMP shall clearly identify:

- a. the scope of work associated with the Contract, including the scope undertaken by the Contractor and Approved Subcontractors; and
- b. areas that are not within scope, if there is a possibility of the reader misinterpreting the scope (eg, interfaces with existing infrastructure, other projects or systems are typical areas that may be misinterpreted).

6.2.3 Organisation

6.2.3.1 The PMP shall describe the organisational structure responsible for managing and performing the scope of work associated with the Contract, including:

- a. the Contractor's company organisation structure;
- b. the Contractor's project management organisation;
- c. the Contractor's contractual relationship with Approved Subcontractors;
- d. each Approved Subcontractor's organisational structure to the extent applicable to the scope of their Subcontract; and
- e. the identification and purpose of relevant teams employed in the performance of the Contract (eg, *Integration and Test team*, *Project Management team*, and so on).

6.2.4 Structure of Contractor Plans

6.2.4.1 The PMP shall contain an indented list of the plans to be used by the Contractor in the execution of the Contract, showing the hierarchical relationship of the plans.

Note: *The following structure is an example of a plan hierarchy. Italicised text indicates sub-plans that may be incorporated within the next higher-level plan. Regular text indicates stand-alone sub-plans. If a plan contains stand-alone sub-plans, it is to reference all such sub-plans at the next lower level. The hierarchy of plans is to be tailored to the needs of the Contract.*

Project Management Plan

Subcontractor Management Plan

Partnering Plan

Communications Plan

Australian Industry Capability Plan

Systems Engineering Management Plan

Integrated Support Plan

6.2.5 Contract Work Breakdown Structure

6.2.5.1 The PMP shall contain the Contract Work Breakdown Structure (CWBS) as an indented list to level 4.

6.2.6 Contract Master Schedule

6.2.6.1 The PMP shall provide an overview of the Contract Master Schedule (CMS), including the critical path, to the same level of detail as required for the CWBS in clause 6.2.5.

6.2.7 Personnel Management

6.2.7.1 The PMP shall describe the Contractor's strategy for recruiting and retaining staff.

6.2.7.2 If Key Persons management is required under the Contract, the PMP shall describe the Contractor's methodology for identifying Key Staff Positions and for managing Key Persons, including:

- a. the identification of Key Staff Positions within the Contractor's and Approved Subcontractor's organisations (eg, *typically Project Manager, SE Manager and ILS Manager and key technical personnel, as applicable to the Contract scope*);
- b. the definition of the person/position specifications, or responsibilities and authorities for each Key Staff Position and the skill sets needed to fill that position (eg, *SE Manager with 10 years of experience in managing medium-sized, moderately complex projects*); and
- c. the identification of relevant background skills and experience of each Key Person.

6.2.8 Business Resource Planning

6.2.8.1 If business resource planning is required under the Contract, the PMP shall demonstrate that company resources are available to meet the current and future obligations of this Contract. In particular, the PMP shall address:

- a. the Contractor's obligations in regard to current and future contracts / work;
- b. the Contractor's resource needs in relation to current and envisaged contracts / work, such as:
 - (i) skilled personnel / human capital;
 - (ii) financial resources;
 - (iii) physical infrastructure, including equipment, facilities and other resources;
 - (iv) other organisational resources; and
 - (v) Subcontractor relationships and other supply arrangements;
- c. details of the company's capabilities to satisfactorily discharge its responsibilities under the Contract in relation to the use of the identified resources; and
- d. arrangements for reprioritising resources across the company's span of commitment, including the criteria used to determine when reprioritisation is required.

6.2.9 Planning and Control

6.2.9.1 The PMP shall provide an overview of the processes and tools used by the Contractor to ensure the integration of technical, cost and schedule planning and control for the management of the work associated with the Contract.

6.2.10 Engineering Program

6.2.10.1 The PMP shall provide an overview of the engineering program for the Contract, referring to the engineering plan(s) as appropriate.

6.2.11 Integrated Logistics Support Program

6.2.11.1 The PMP shall provide an overview of the Integrated Logistic Support (ILS) program for the Contract, referring to the ILS plan(s) as appropriate.

6.2.12 Configuration Management

6.2.12.1 The PMP shall provide an overview of the Configuration Management (CM) arrangements for the Contract, referring to the governing plan for CM (eg, Configuration Management Plan) as appropriate.

6.2.13 Verification and Validation Program

6.2.13.1 The PMP shall provide an overview of the Verification and Validation (V&V) program for the Contract, referring to the V&V program plans as appropriate.

6.2.14 Quality Management

6.2.14.1 The PMP shall describe the Quality Management program for the Contract, referring to the Quality Management System if one is required under the Contract.

6.2.15 Risk Management

6.2.15.1 The PMP shall describe the Risk Management processes and tools used for managing risks under the Contract, in a manner consistent with AS/NZS ISO 31000:2018 (or other Approved standard).

6.2.15.2 The PMP shall describe the procedures for the management of risks to Work Health and Safety (WHS), which shall, to the extent that the WHS Legislation applies to the work under the Contract, be consistent with the requirements of the WHS Legislation.

6.2.15.3 The PMP shall describe the Risk Register used by the Contractor for recording and managing risk, which includes in a separate record for each risk:

- a. a risk identification number;
- b. an outline of the risk, including the relevant CWBS element number, the risk source, and the individual responsible for managing it;
- c. the risk priority;
- d. an evaluation, considering the likelihood and consequence of the risk event;
- e. the risk treatment adopted (eg, eliminate, avoid, remove the source, reduce the likelihood, reduce the consequence, transfer, or retain); and
- f. the actions taken to eliminate the source or reduce the risk, which for WHS-related risks demonstrates that the risk has been reduced so far as is reasonably practicable.

6.2.15.4 The Risk Register shall be a separate entity from the PMP (due to the dynamic nature of the content of the Risk Register).

6.2.16 Issue Management

6.2.16.1 The PMP shall describe the Contractor's processes and tools used for managing Issues for the Contract.

6.2.16.2 The PMP shall describe the Issue Register used by the Contractor for recording Issues and the associated action(s) for addressing each Issue.

6.2.16.3 The Issue Register shall be a separate entity from the PMP (due to the dynamic nature of the content of the Issue Register).

6.2.17 Subcontract Management

6.2.17.1 The PMP shall provide an overview describing how the Contractor intends to manage Subcontractors, including:

- a. the communications, meeting and review plan for each Approved Subcontractor;
- b. the method for ensuring that each Approved Subcontractor has an integrated technical, cost and schedule control mechanism in place;
- c. the method for ensuring that each Approved Subcontractor is collecting and analysing relevant metrics to enable progress and performance to be tracked against applicable schedules and plans; and
- d. the method for ensuring that each Approved Subcontractor is managing its own Subcontractors.

6.2.18 Security Management

6.2.18.1 The PMP shall provide an overview of the processes to be used by the Contractor to satisfy the security requirements of the Contract (other than system security for the Mission System and Support System), including applicable requirements of the Defence Security Principles Framework (DSPF), and referring to any separate Security Management Plan if such a plan exists.

6.2.19 Communications Management**6.2.19.1 General**

6.2.19.1.1 The PMP shall describe the processes and information flows associated with Contract communications between the Contractor and the Commonwealth.

6.2.19.1.2 The PMP shall detail the type, frequency and subject coverage of the various Contract-related meetings, including progress meetings to be conducted with the Commonwealth.

6.2.19.1.3 The PMP shall identify the reports, including any non-routine reports, to be provided to the Commonwealth to meet Contract requirements.

6.2.19.2 System Reviews

6.2.19.2.1 The PMP shall set out the general management requirements pertaining to all System Reviews, including both Mandated System Reviews (MSRs) and Internal System Reviews.

Note: *The following clause only relates to the project-management-related System Reviews, such as the Resource and Schedule Review (RSR) and the System Acceptance Audit (SAA). The main governing plans for each of the Level 2 subject area clauses in the SOW address the other System Reviews (eg, the SEMP addresses SE-related System Reviews, the ISP addresses ILS-related System Reviews, and the CMP or SEMP addresses CM-related System Reviews).*

6.2.19.2.2 The PMP shall detail the following information for each of the project-management-related System Reviews, incorporating the associated SOW requirements (including entry criteria, exit criteria and checklist items) for these System Reviews and supplemented where required by the Contractor's internal processes:

- a. the organisations and individuals involved in the review and their specific review responsibilities;
- b. the proposed review venue;
- c. the pre-requisites for the conduct of the review (ie, entry criteria);
- d. the checklist items to be addressed during the System Review, including key documentation to be reviewed;
- e. the essential review completion criteria (ie, exit criteria); and
- f. the applicable Milestone criteria in Attachment C, Delivery Schedule.

6.2.20 Commonwealth Resources

6.2.20.1 If Resident Personnel are required under the Contract, the PMP shall describe the arrangements for the collocation of any Resident Personnel (RP) at the Contractor's premises.

6.2.21 Transition

6.2.21.1 The PMP shall describe the processes to be used by the Contractor to meet the Transition requirements of the Contract. The description of Transition shall include the linkages with the phase-in and ramp-up (as applicable) of Commonwealth and contracted in-service support services, including services that are associated with any linked Contract (Support).

6.2.21.2 If a Transition Register is required under the Contract, but a separate Contractor Transition Plan is not required, the PMP shall describe the management and use of the Transition Register, used to identify and track the progress of each Transition activity.

6.2.22 Government Furnished Material, Facilities and Services

6.2.22.1 The PMP shall describe the Contractor's arrangements for the receipt, custody, storage, care, maintenance and use, as applicable, of any Government Furnished Material, Government Furnished Facilities and Government Furnished Services.

6.2.23 Technical Data and Software Rights Management

6.2.23.1 The PMP shall describe the arrangements for managing the Technical Data and Software rights (including Intellectual Property (IP) rights) under the Contract, including:

- a. the identification of the responsible manager(s) and their responsibilities;

- b. the processes for obtaining and providing, as applicable, the Technical Data and Software rights required under the Contract (including rights required for the through life operation, support and disposal of the Materiel System);
- c. the processes for managing the Contractor's and Subcontractors' use of sublicensed Technical Data and Software, and to ensure compliance with the rights and restrictions in the Contract and applicable licences; and
- d. the processes for maintaining the Technical Data and Software Rights Schedule, related Attachments, and data items such as the Master Technical Data Index and the Software List (if applicable).

6.2.24 Health and Safety Management

- 6.2.24.1** The PMP shall describe (including by reference to applicable plans, management systems and procedures) how the Contractor will ensure that the work performed under the Contract will meet WHS requirements, as identified in the Contract and as required by relevant legislation and regulations (including the WHS Legislation).

6.2.25 Environmental Management

- 6.2.25.1** If environmental management is required under the Contract, then the PMP shall describe how the Contractor will ensure that the performance of work under the Contract will meet Defence environmental requirements, as identified in the Contract, relevant legislation and regulations.

6.2.26 Commonwealth Assets Stocktaking Plan

- 6.2.26.1** The PMP shall contain a Commonwealth Assets Stocktaking Plan (CASP), which shall describe the stocktaking program to be used by the Contractor to account for Contractor Managed Commonwealth Assets (CMCA), including inventory holdings.

- 6.2.26.2** The CASP shall include:

- a. the strategy, processes, procedures, systems and tools for:
 - (i) accounting for CMCA, including physical counting, measuring, and weighing, as applicable to the different types of CMCA; and
 - (ii) reporting the results from the stocktake of CMCA;
- b. the frequency with which stocktaking will be carried out in respect of the different types of CMCA and the applicable stocktaking regime as detailed in the LCAM Volume 2 Part 1; and
- c. the Contractor's regime for the investigation of stocktake discrepancies.

- 6.2.26.3** The CASP shall describe the Assets Register(s) used by the Contractor for recording CMCA.

- 6.2.26.4** The Assets Register(s) shall be separate from the CASP (due to the dynamic nature of the content of the Assets Register(s)).

- 6.2.26.5** Without limiting the content of the CASP, the Assets Register(s) shall:

- a. identify all CMCA;
- b. identify the locations and/or accounts to be counted, or otherwise measured, during stocktakes and other assurance checks; and
- c. outline the proposed start and finish dates of stocktakes and other assurance checks.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-PM-STAT-CSR-2-V5.2**
- 2. TITLE: CONTRACT STATUS REPORT**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Contract Status Report (CSR) is the Contractor's principal statement and explanation of the status of the Contract at the end of each reporting period.
 - 3.2** The Contractor uses the CSR to inform the Commonwealth and to provide regular updates on:
 - a. progress;
 - b. planned activities; and
 - c. problems, risks and Issues.
 - 3.3** The Commonwealth uses the CSR:
 - a. to assist with monitoring the performance of the Contractor; and
 - b. as a document that forms part of the historical record of contractual performance.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The CSR is subordinate to the following data items, where these data items are required under the Contract:
 - a. Project Management Plan (PMP);
 - b. Australian Industry Capability (AIC) Plan; and
 - c. all other plans for which there is a reporting requirement identified in this DID.
 - 4.2** The CSR inter-relates with the following data items, where these data items are required under the Contract:
 - a. Contract Master Schedule (CMS);
 - b. Support System Technical Data List (SSTD);
 - c. Software List (SWLIST); and
 - d. all other reports and minutes of meetings required under the Contract.
 - 4.3** The CSR inter-relates with the Technical Data and Software Rights (TDSR) Schedule.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

Nil
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** When the Contract has specified delivery of another data item (eg, schedule or register) that contains aspects of the required information (including for the same reporting period), the CSR shall summarise these aspects and refer to the other data item.
 - 6.1.3** 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.

6.2	Specific Content
6.2.1	Contract Progress
6.2.1.1	The CSR shall identify the date at which the CSR is statused and the time period since the status date of the previous CSR (the 'reporting period').
6.2.1.2	<p>The CSR shall include the following information:</p> <ol style="list-style-type: none"> a summary of significant work activities (including those undertaken by Approved Subcontractors) undertaken during the reporting period, cross-referring to the Risk Report and the Problem Report as applicable; a summary of significant work activities (including those to be undertaken by Approved Subcontractors) expected to be undertaken in the next reporting period; an engineering and Verification and Validation (V&V) report, giving the status of engineering and V&V activities; a summary of the Contractor's Configuration Control Board (CCB) minutes, including documentation of the major decisions of the Contractor CCB meetings; an Integrated Logistic Support (ILS) report, giving the status of ILS activity; a report identifying the status of all outstanding data items, the data items delivered during the reporting period and the data items to be delivered in the next reporting period, including delivered / due dates (as applicable), review cycles and results; a report providing a list of those data items that have been reviewed for accuracy in accordance with the maintenance requirements of the CDRL, and found not to need updating; a list of all progress meeting action items and their status; a financial report, including payments envisaged during the next three months; a report on progress of any required Export Approvals (if applicable); a list of correspondence that requires a response from the Commonwealth, but for which no response has been received; and a list of Commonwealth correspondence to the Contractor for which a response is outstanding, and an estimate of the response date.
6.2.1.3	<p>The CSR shall include one of the two following statements from the Contractor (along with any additional information required by the statement) pursuant to COC clause 11.2:</p> <ol style="list-style-type: none"> 'During the reporting period, there has been no event or series of events that has triggered any of the Contractor's reporting obligations pursuant to COC clause 11.2'; and 'During the reporting period, there has been an event or series of events that has triggered one or more of the Contractor's reporting obligations pursuant to COC clause 11.2. A summary of those events is set out below.' [... Contractor to insert details of non-conformance(s) / trigger event(s) ...].
6.2.2	Risk Report
6.2.2.1	The CSR shall include a Risk Report, which reflects the current status of risk for the Contract.
6.2.2.2	The Risk Report shall include the 10 most significant Contract risks, including all of the details required in the Risk Register for those risks.
6.2.2.3	The Risk Report shall include highlights of progress in risk mitigation activities and any changes in risk status since the previous CSR.
6.2.3	Problem Report
6.2.3.1	The CSR shall include a Problem Report, which describes the significant problems experienced during the reporting period and any potential problems. For each problem, the description shall include:

- a. an account of the problem;
- b. the effect of the problem on the Contract to date;
- c. the proposed resolution;
- d. any requested Commonwealth Representative actions to overcome or mitigate the problem;
- e. the effect on the Contract if the proposed actions are put into effect; and
- f. the effect on the Contract if the proposed actions are not taken or fail.

6.2.4 Configuration Change Register

6.2.4.1 The CSR shall include a Configuration Change Register (CCR), which records all activities relating to Contract Change Proposals (CCPs), Engineering Change Proposals (ECPs) and Deviations (including variances) during the reporting period. The first section of the CCR shall contain active items and the second section shall contain brief details of closed and completed items.

6.2.4.2 The active items section of the CCR shall include information such as reference number, title, abstract, date raised, date approved, affected Contract clause number, responsible party, cost/savings involved, date of last action, status at last action, target date for completion of next action, target status at completion of next action, and target date for completion of the CCP, ECP or Deviation.

6.2.4.3 The closed and completed section of the CCR shall include information such as reference number, title, abstract, affected Contract clause number, cost/savings involved, and closure/completion date.

6.2.5 Quality Assurance Report

6.2.5.1 If an accredited Quality Management System (QMS) is required under the Contract, the CSR shall include a Quality Assurance Report, which addresses:

- a. Certification status and external audit results;
- b. a summary of Subcontractor audits performed and details of non-conformances detected; and
- c. a summary of the actions taken to resolve non-conformances and any outstanding actions that are still pending.

6.2.6 Personnel Report

6.2.6.1 For those Contracts with a Contract Price greater than AUD20m (GST inclusive), the CSR shall include a Personnel Report, which provides the following information:

- a. the number of Full-Time Equivalent (FTE) personnel being employed by the Contractor and each Approved Subcontractor for the purposes of the Contract, including the location (by country and within Australia by the postcode of the place of employment);
- b. details of the actual versus planned FTE (both total and by skill category) for the Contractor, including any issues with respect to fulfilling the personnel requirements in relation to numbers, skills and experience);
- c. any issues with respect to Key Persons, including any proposed changes to Key Persons or Key Staff Positions;
- d. a statement as to whether or not the Contractor's obligations in regard to current and future contracts / work has any implications for the Contract in relation to fulfilling the personnel requirements; and
- e. a brief description as to how any identified issues are being addressed.

6.2.7 Australian Industry Capability Management Report

Note: The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR.

- 6.2.7.1** If an AIC Plan or an AIC Schedule is required under the Contract, the CSR shall include an AIC Management Report that describes the implementation of the AIC Plan and the overall achievements of the AIC program.
- 6.2.7.2** The AIC Management Report shall include the following information for the reporting period:
- a. a description of the activities undertaken to provide assurance that AIC Obligations were met and AIC Objectives were pursued, in accordance with the Approved AIC Plan;
 - b. an explanation for over- or under-performance in relation to the AIC Plan, including what actions will be taken to address any under-performance;
 - c. identify any emerging risks (eg, skills shortages for Industrial Capabilities) that could prevent full achievement of the AIC Plan and the proposed mitigation;
 - d. if the CDRL requires the AIC Management Report to be delivered at a different time to the remainder of the CSR, the AIC Management Report shall include:
 - (i) the Subcontractor Report in accordance with clause 6.2.11; and
 - (ii) the Personnel Report in accordance with clause 6.2.6;
 - e. details of any specific activities to engage with Small-to-Medium Enterprises (SMEs) during the reporting period and any forecast engagement activities for the next reporting period;
 - f. details of any specific activities or commitments by the Contractor and Approved Subcontractors to provide further support to the Indigenous Procurement Policy or the engagement and employment of ANZ veterans;
 - g. identification of any achievements, suitable for publication, that demonstrate the benefits of the AIC program to Defence and/or to promote the value of the Contract to the Australian economy; and
 - b. any other the reporting requirements specified in the AIC Plan.
- 6.2.7.3** If Supply Chain Management is required by the SOW, the AIC Management Report shall include a summary of any new Subcontracts planned to be tendered by the Contractor, in respect of the next reporting period, including:
- a. tenders for which Australian Entities are expected to be competitive; and
 - b. tenders that will not be open to Australian Entities or for which Australian Entities are not expected to compete, the reason for that conclusion and, when applicable, the limitations to be overcome that would enable Australian Industry to participate.
- 6.2.7.4** If AIC Subcontractors are applicable to the Contract, the AIC Management Report shall include the following information for each AIC Subcontractor in relation to implementing their Subcontractor AIC Plan:
- a. any opportunities being pursued by the AIC Subcontractor, or being promoted to their Subcontractors, which will enhance Australian Industry participation; and
 - b. details of any risks or Issues, including in relation to IP rights, Technical Data, skills transfer or other factors, that could hinder continued and enhanced Australian Industry participation by the AIC Subcontractor and their Subcontractors.

6.2.8 Australian Industry Activity Report

Note: *The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR.*

- 6.2.8.1** Where Australian Industry Activities (AIAs) are applicable to the Contract, the CSR shall include an AIA Report, which provides the following information for the reporting period:
- a. a summary of the activities undertaken, outcomes achieved, any difficulties experienced, any emerging risks identified, and the activities for the next reporting period to address the identified difficulties and/or risks, including reference to any associated AIC Remediation Plan; and

- b. where Defence-Required Australian Industrial Capabilities (DRAICs) are applicable to the Contract, the following information for each DRAIC in addition to the information provided in response to paragraph a above:
 - (i) identification of the funds expended (in AUD) over the reporting period and to date against the total planned expenditure for the DRAIC; and
 - (ii) where a DRAIC has progressed through Acceptance, an assessment of the ongoing viability and sustainability of the DRAIC, particularly to ensure that it is available when required, in the form required and with the capability required, either under the Contract or the Contract (Support).

6.2.9 Australian Contract Expenditure Progress Report

Note: The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR.

6.2.9.1 The CSR shall include an Australian Contract Expenditure (ACE) Progress Report, which provides the following information:

- a. the ACE and Imported Contract Expenditure (ICE), both in numerical form and as a graphical representation, including:

Note: Planned ACE and ICE only include those elements that form part of the Contract Price.

- (i) the total values of ACE and ICE planned for the Contract;
 - (ii) the values of ACE and ICE for the current reporting period;
 - (iii) the cumulative values of ACE and ICE to the end of the reporting period;
 - (iv) the Achieved ACE Percentage versus the Prescribed ACE Percentage for the last ACE Measurement Point prior to the end of the reporting period;
 - (v) the forecast values of ACE and ICE for the next reporting period;
 - (vi) the forecast values of ACE and ICE for the next ACE Measurement Point;
 - (vii) the Achieved ACE Percentage forecast for the next ACE Measurement Point; and
 - (viii) the forecast cumulative value of ACE and ICE for the remainder of the Contract;
- b. a report on the progress towards achieving the Prescribed ACE Percentages up until the end of the reporting period, which:
 - (i) in respect of the cumulative ACE value that had been budgeted by the Contractor to the end of the reporting period, provides an explanation for any over- or under-expenditure of the ACE, where over- or under-performance is defined as a variance from the cumulative baseline plan to the end of the reporting period by greater than the following amounts:
 - (a) where the Contract Price is less than, or equal to, AUD100m, +/- 5% or +/- AUD1m (whichever is greater);
 - (b) where the Contract Price is greater than AUD100m but less than, or equal to, AUD500m, +/- 1% or +/- AUD2.5m (whichever is greater); and
 - (c) where the Contract Price is greater than AUD500m, +/- 0.5% or +/- AUD5m (whichever is greater);
 - (ii) provides an explanation for over- or under-performance achieved in relation to the Prescribed ACE Percentage at the last ACE Measurement Point prior to the end of the reporting period and that is expected to be achieved at the next ACE Measurement Point;
 - (iii) describes what actions will be or are being taken to address under-performance of ACE, including reference to any AIC Remediation Plan; and
 - (iv) identifies any emerging risks that could prevent full achievement of ACE; and

- c. a breakdown of the ACE by postcode, including for each postcode:
 - (i) the cumulative value of ACE achieved to the end of the reporting period; and
 - (ii) the forecast cumulative value of ACE for the remainder of the Contract.

6.2.10 Technical Data and Software Rights Report

6.2.10.1 The CSR shall include a Technical Data and Software Rights Report (TDSRR), which facilitates a review of the activities to manage Technical Data and Software rights under the Contract, undertaken during the reporting period.

6.2.10.2 The TDSRR shall:

- a. summarise any significant events (eg, completing a development stage) during the reporting period, and any significant events expected in the next reporting period, that affect Technical Data and Software rights, identifying the scope of Technical Data and Software affected;
- b. report on the progress made to grant, or have granted, rights to Technical Data and Software in accordance with the Contract, including rights to enable the delivery of Technical Data and Software in accordance with the Approved SSTDL and the Approved SWLIST, as applicable;
- c. identify the risks and any Issues in relation to obtaining Intellectual Property licences or any other Authorisations required for Technical Data and Software; and
- d. describe and justify any proposed changes to the assignment of the Commonwealth's rights to items of Technical Data and Software, including:
 - (i) identification of the relevant items of Technical Data and Software;
 - (ii) the effect of the change on the value of Technical Data and Software deliverables to the Commonwealth (eg, LCC increase from a monopolistic supply or a reduction in work accessible by Australian Industry);
 - (iii) any effect on the Contract schedule;
 - (iv) changes to claims pending (eg, reductions for reduced rights); and
 - (v) any effect on the performance of the Mission System, or limitations applicable to the implementation of the Support System.

6.2.10.3 The TDSRR shall cross-reference other data items, the TDSR Schedule, and other Attachments, as appropriate.

6.2.11 Subcontractor Report

Note: *The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR.*

6.2.11.1 The CSR shall include a Subcontractor Report, which shall report on ANZ and overseas Subcontractors in separate sections, and provides the following information for both the reporting period and cumulatively for the Contract:

- a. number by the location (by country and within Australia by postcode where the Subcontract is placed) and value (in AUD) of all Subcontracts signed or to be signed by the Contractor:
 - (i) prior to the reporting period;
 - (ii) in the reporting period;
 - (iii) forecast for the next reporting period; and
 - (iv) any significant Issues or risks associated with establishing the Subcontract; and
- b. a summary for each Approved Subcontractor of:
 - (i) significant work activities undertaken during the reporting period;
 - (ii) significant work activities expected to be undertaken in the next reporting period;

- (iii) progress against the Subcontract elements of the Approved CMS; and
- (iv) any significant Issues or risks associated with the subcontracted work, including the status of key deliverables that are either overdue or non-compliant to requirements or likely to become so.

6.2.11.2 The Subcontractor Report shall provide an overview of any activities conducted with contracted SMEs during the reporting period, particularly any activities that are assisting the SMEs with building or enhancing their capabilities.

6.2.12 Health Safety and Environment Report

6.2.12.1 The CSR shall include a Health Safety and Environment (HSE) Report applicable to the work performed under the Contract during the reporting period.

6.2.12.2 The HSE Report shall, in relation to work performed under the Contract to which the WHS Legislation and environmental legislation applies, include where applicable:

- a. for the statistical measures related to WHS that are routinely collected by the Contractor and Approved Subcontractors for the measurement period(s) ending within the CSR reporting period (eg, lost-time injuries, incident rates (per 100 workers), frequency rates (per hours worked) and average time lost rate (per occurrence) by company and/or relevant work location):
 - (i) a summary of the results; and
 - (ii) a comparison with previous results to enable the identification of trends;
- b. for Notifiable Incidents, a tabulated summary of Notifiable Incidents, including cause, effect, remedial actions completed and those yet to be completed, if applicable;
- c. a summary of:
 - (i) the formal notices, written communications and written undertakings required to be provided under clause 12.4.5b of the COC; and
 - (ii) any legal proceedings and prosecutions related to applicable legislation, including the WHS Legislation;
- d. where environmental management is required under the Contract, a summary of Environmental Incidents, including cause, effect, remedial actions completed and those yet to be completed, if applicable;
- e. information concerning events related to WHS and the Environment that may affect work performed under the Contract (eg, changes to legislation or directions by a regulator) and, if applicable, activities to address those events; and
- f. where a WHSMS and/or ENVMS are required under the Contract to be certified, the certification status of the WHSMS and/or ENVMS.

6.2.13 Commonwealth Assets Stocktaking Report

Note: *The CDRL may specify a delivery schedule for this element of the CSR that is different from the remainder of the CSR.*

6.2.13.1 The CSR shall include a Commonwealth Assets Stocktaking Report (CASR), which provides:

- a. the current version of the Assets Register for the Contractor Managed Commonwealth Assets;
- b. a summary of all stocktakes completed in the last reporting period detailing:
 - (i) the stocktake number;
 - (ii) the storage location of all goods included in the stocktake;
 - (iii) all stocktake codes;
 - (iv) stocktake start and end dates; and
 - (v) statistical data, including the quantity and value of all discrepancies, shelf stock held, shelf stock stocktaken, surpluses and deficiencies;

- c. a summary of all stocktakes programmed for the next reporting period;
- d. the percentage of completed stocktakes as a percentage of the total number of stocktakes programmed to meet the Contractor Assets Stocktaking Plan (CASP) requirements of the PMP; and
- e. if the CASP requirements are not being achieved, a description of actions taken to ensure the CASP requirements are achieved in future.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-V&V-MGT-V&VP-2-V5.2**
- 2. TITLE: VERIFICATION AND VALIDATION PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Verification and Validation Plan (V&VP) is the Contractor's plan for Verification of Supplies to be offered for Acceptance under the Contract.
 - 3.2** The Contractor uses the V&VP to document and to gain Approval for the Verification arrangements for the Supplies.
 - 3.3** The Commonwealth uses the V&VP to:
 - a. gain assurance that the Contractor's proposed Verification activities will be adequate to assure the quality of Supplies offered for Acceptance under the Contract and to Verify that the requirements have been met;
 - b. monitor the progress of the Contractor's Verification and Validation (V&V) program; and
 - c. identify the Commonwealth's involvement in the program.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The V&VP is subordinate to the following data items, where these data items are required under the Contract:
 - a. Systems Engineering Management Plan (SEMP); and
 - b. Integrated Support Plan (ISP).
 - 4.2** The V&VP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Verification Cross-Reference Matrix (VCRM);
 - b. Acceptance Test Plans and Procedures (ATP&Ps);
 - c. Acceptance Test Reports (ATRs);
 - d. Previous V&V Results Package (PV&VRP); and
 - e. Contract Master Schedule (CMS).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:
Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** When the Contract has specified delivery of another plan that contains aspects of the required information, the V&VP shall summarise these aspects and refer to the other plan.
 - 6.1.3** 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.

6.2 Specific Content

6.2.1 General

- 6.2.1.1** The V&VP shall describe the objectives, scope, constraints, and assumptions associated with the Contractor's Verification activities. Any risks associated with these activities shall be documented in the Risk Register in accordance with the Approved PMP, as required under the Contract; however, the V&VP shall describe the risk-management strategies associated with any risks where the mitigation strategy underpins the overall V&V program.

6.2.2 Organisation and Management

- 6.2.2.1** The V&VP shall include the Contractor's organisational arrangements (including Subcontractors) for its Verification program, and the inter-relationships between the V&V organisation and the other parts of the Contractor's organisation for the project.

- 6.2.2.2** The V&VP shall identify the individual within the Contractor's organisation who will have managerial responsibility and accountability for meeting the Verification requirements of the Contract.

6.2.3 Verification Activities

- 6.2.3.1** The V&VP shall describe the Verification activities to be conducted to demonstrate that the Supplies offered for Acceptance comply with the requirements of the Contract.

- 6.2.3.2** The V&VP should draw comprehensively on the VCRM, and shall describe all test activities to be included in the Verification of the Supplies.

- 6.2.3.3** The V&VP should outline the Contractor's V&V program schedule, describing how the schedule supports the achievement of the CMS.

- 6.2.3.4** The V&VP shall detail requirements and procedures for the Commonwealth provision of resources for, and involvement in, or witnessing of, Verification activities.

- 6.2.3.5** Where the Contractor proposes to claim previous Verification results as precluding the need for specific Verification activities within the V&V program, the V&VP shall summarise:

- a. the scope and context of the previous Verification activities;
- b. the reasons why the previous results preclude the need for specific Verification activities including how the previous results are valid for the configuration of the Supplies, and the intended operational role and environment described in Description of Requirement; and
- c. how the previous Verification results, delivered in a Contractor's PV&VRP, will be integrated into the planned Verification activities and the VCRM.

6.2.4 Flow Diagram

- 6.2.4.1** The V&VP shall include an overall flow diagram of the Verification program for both the Mission System and significant Support System Components. This flow shall be sequentially arranged to include:

- a. all significant Verification milestones and efforts in the development phase associated with each class of Verification;
- b. hardware and software integration schedules;
- c. requirements for concurrency of Verification activities;
- d. the contractor or group responsible for each Verification event; and
- e. any additional information that clarifies the description of the test program.

- 6.2.4.2** The flow diagram shall reflect predicted dates for significant milestones.

6.2.5 Verification Objectives

- 6.2.5.1** The V&VP shall specify the broad objective for each Verification phase for both the Mission System and Support System Components. Objectives shall be specified in terms of Verifying part or all of system or lower level specifications (eg, subsystem specifications). It is important that the V&VP support a unified set of objectives for the entire V&V program,

so that redundant activities are eliminated and the program can evolve smoothly through each succeeding phase.

6.2.6 Test Readiness Reviews

6.2.6.1 The V&VP shall describe the approach for the conduct of Test Readiness Reviews (TRRs) as Mandated Systems Reviews (MSRs), V&V involvement in other MSRs, and any Internal System Reviews necessary for the effective conduct of the V&V program.

6.2.6.2 The V&VP shall describe the objectives for each V&V-related System Review and the relationship between each System Review and other V&V program activities

Note: *The following clause only relates to the V&V-related System Reviews. The main governing plans for each of the Level 2 subject area clauses in the SOW address the other System Reviews (eg, the PMP addresses project management System Reviews, the SEMP addresses engineering-related System Reviews, and the CMP or SEMP addresses CM-related System Reviews).*

6.2.6.3 The V&VP shall detail the following information for each of the V&V-related System Reviews (cross-referring to the SEMP where appropriate), incorporating the associated SOW requirements (including entry criteria, exit criteria and checklist items) for these System Reviews and supplemented where required by the Contractor's internal processes:

- a. the organisations and individuals involved in the review and their specific review responsibilities;
- b. the proposed review venue;
- c. the pre-requisites for the conduct of the review (ie, entry criteria);
- d. the checklist items to be addressed during the System Review, including the documentation to be reviewed;
- e. the essential review completion criteria (ie, exit criteria); and
- f. the applicable Milestone criteria specified in Attachment C, Delivery Schedule.

6.2.7 Failure and Corrective Action Management

6.2.7.1 The V&VP shall describe the Problem Resolution System used for the collection of Failure data for both the Mission System and the Support System Components (including that of Subcontractors) and shall identify when it will be established.

6.2.7.2 The V&VP shall identify the process used to analyse Failures and track the corrective action taken as a result of a Failure, and the interaction with the engineering development groups, logistic organisation, Subcontractors and the Commonwealth.

6.2.7.3 The V&VP shall identify how regression testing for both the Mission System and the Support System Components will be managed following test failure or design change throughout the V&V program.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-V&V-TST-ATP&P-V5.2**
- 2. TITLE: ACCEPTANCE TEST PLAN AND PROCEDURES**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Acceptance Test Plan and Procedures (ATP&P) describes the organisations, schedule, responsibilities, procedures and other details that are necessary for the conduct of the test program, as required under the Contract and the Approved governing plan for Verification and Validation (V&V) (eg, the V&V Plan (V&VP)). The activities defined by the ATP&P are used to confirm the quality of the Supplies and that the Contract requirements have been met.
 - 3.2** The Contractor uses the ATP&P to:
 - a. define, manage and monitor the plans and procedures for conducting specific segments or phases of the overall test program; and
 - b. ensure that those parties (including Subcontractors) who are undertaking Acceptance testing activities understand their respective responsibilities, the processes to be used, and the time-frames involved.
 - 3.3** The Commonwealth uses the ATP&P to:
 - a. understand and evaluate the Contractor's approach to meeting the Acceptance testing requirements of the Contract;
 - b. assist with monitoring the Acceptance testing activities; and
 - c. provide input to the Commonwealth Representative's planning for Commonwealth involvement in Acceptance testing activities.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The ATP&P is subordinate to the following data items, where these data items are required under the Contract:
 - a. Systems Engineering Management Plan (SEMP); and
 - b. V&VP.
 - 4.2** The ATP&P inter-relates with the following data items, where these data items are required under the Contract:
 - a. Verification Cross-Reference Matrix (VCRM);
 - b. Acceptance Test Reports (ATRs); and
 - c. Contractor's Previous V&V Results Package (PV&VRP).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** 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.

6.2 Specific Content

6.2.1 Detailed Requirements – Plan

6.2.1.1 The ATP&P shall separately identify each requirement, and in respect of each requirement:

- a. provide a summary description of the test, including the organisation(s) involved in the test and the responsibilities of key individuals;
- b. reference the VCRM entries that detail which requirements are being tested, and whether Verification of a requirement and Validation (if required under the Contract) will be established by test, demonstration, inspection, analysis, simulation, modelling, experiment, audit, walk-through, documentation review, comparison, historical data, compliance certificate, or other means;
- c. provide a description of the test article, including test configuration identification;
- d. detail system configuration and initial conditions for test;
- e. identify any limitations, assumptions and constraints associated with the V&V activity, including any measurements that need to be taken at the time of the V&V activity to record uncontrollable conditions (eg, ambient temperature);
- f. identify any location or environmental considerations for the conduct of the V&V activities;
- g. state the means, or combination of means, which will be used to Verify compliance with the requirement, for example, stand alone system, integration test;
- h. identify, with respect to the means stated in subclause g above, whether the Verification of the requirement will be fully established by either a discrete test, as part of a test of the complete functioning system, or both;
- i. identify the precursor test activities and the immediate successor test activities covered by a separate ATP&P, as applicable;
- j. identify the subordinate test procedures that describe the test steps for each test case listed in the ATP&P; and
- k. include details of the test organisation and the significant test equipment, documentation and facilities required for the conduct of the V&V activity, with cross-references to the applicable test procedures for additional detail.

6.2.1.2 The ATP&P shall define the procedures to be undertaken when a test result indicates that the test article has failed, and to provide traceability of any investigation or technical follow-up, corrective actions, and retest / regression testing, to maintain the integrity of the final results and reports.

6.2.1.3 The ATP&P shall list those Acceptance Test Reports (ATRs) that are generated by the ATP&P.

6.2.1.4 The ATP&P shall reference the VCRM that provides traceability of each requirement to test item and test procedures that will verify satisfactory compliance.

6.2.2 Detailed Requirements – Procedures

Note: Test procedures should include a range of scenarios to enable testing of the test article in situations and under environmental conditions, where applicable, that are indicative of the stresses that would be present in the scenarios described in the Description of Requirement.

6.2.2.1 For each test procedure identified under clause 6.2.1.1j, the ATP&P shall include, using separate annexes for each procedure:

- a. a description of the scope of the test, including a test method, which shall provide a general description of the test activity;
- b. a description of the configuration of the item(s) under test and initial conditions for test, including any preparatory requirements or other pre-test activities;
- c. a description of the test equipment (including the configuration of test equipment), documentation (including details of calibration and certification of test equipment if required), venue and personnel required for the conduct of the test;

- d. all safety precautions necessary for the performance of the test procedure;
- e. a description of any data inputs or data files required for the conduct of the test; and
- f. step-by-step procedures for the performance of the test, in sufficient detail to identify every action necessary for the conduct of the test, including:
 - (i) pre-test actions;
 - (ii) any notes, cautions or warnings that are necessary at each stage of the test procedure;
 - (iii) required operator test input;
 - (iv) expected outcomes or results;
 - (v) space for recording actual results;
 - (vi) space for comments;
 - (vii) a block for sign-off signatures for all parties present at the test;
 - (viii) a space for recording the configuration of the item(s) under test, including all major hardware and Software Configuration Items;
 - (ix) a space for recording all test equipment utilised and the calibration date of the equipment;
 - (x) if applicable, a space for recording details of test-recording media that will support test analysis; and
 - (xi) a space for recording any post-test actions.

Note: Ideally, test procedures should be modular where possible, in order to permit a failed test activity to be repeated, without repeating other parts of the test.

6.2.2.2 In conjunction with each test step, the test procedure shall define what measurements, readings, or observations are required for a correct response. As part of the test assessment data, PASS/FAIL criteria or the expected qualitative or quantitative result shall also be defined. Where a quantitative result is declared, this shall include the allowable tolerance. Where a qualitative result is declared, this shall include a description of the expected results of the test.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-V&V-TST-ATREP-2-V5.2**
- 2. TITLE: ACCEPTANCE TEST REPORT**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Acceptance Test Report (ATR) is used to document the results of the system test activity. In particular, the ATR formally documents the results, conclusions and recommendations of testing conducted according to the governing plan for V&V (eg, V&VP) and associated Acceptance Test Plan and Procedures (ATP&Ps).
 - 3.2** The Contractor uses the ATR to:
 - a. record the outcome of Verification activities, and to determine any corrective action required; and
 - b. inform the Commonwealth of the outcome of the relevant Verification activities in support of offering Supplies for Acceptance.
 - 3.3** The Commonwealth uses the ATR to:
 - a. support considerations on the suitability of Supplies offered for Acceptance; and
 - b. assist with monitoring the performance of the Contractor.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The ATR is subordinate to the following data items, where these data items are required under the Contract:
 - a. Systems Engineering Management Plan (SEMP); and
 - b. Verification & Validation Plan (V&VP).
 - 4.2** The ATR inter-relates with the following data items, where these data items are required under the Contract:
 - a. ATP&Ps;
 - b. Verification Cross-Reference Matrix (VCRM); and
 - c. Contractor's Previous V&V Results Package (PV&VRP).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:
Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** 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.
 - 6.2 Specific Content**

 - 6.2.1** The ATR shall include:
 - a. data to uniquely identify the Supplies being Verified, which may include:
 - (i) item names;
 - (ii) stock numbers;

- (iii) part numbers;
 - (iv) item quantity;
 - (v) serial numbers; and
 - (vi) configuration status;
- b. references to relevant ATP&P and details of any differences between the ATP&P and the 'as run' test procedure;
- c. reports of the relevant Verification results, supported by the applicable raw results / measurement data, calculations, etc, as attachments;
- d. reports on any corrective action found necessary as a result of Verification activities, and of any subsequent re-Verification activities required; and
- e. names of the Commonwealth representative(s) who witnessed the Verification activities, or reference to the authority given to conduct the Verification activities without a Commonwealth presence.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-CM-DATA-CSAR-V5.3

2. TITLE: CONFIGURATION STATUS ACCOUNTING REPORT

3. DESCRIPTION AND INTENDED USE

3.1 The Configuration Status Accounting (CSA) system enables the efficient and effective execution of Configuration Management (CM) functions (ie, CM planning, configuration identification, control of configuration changes and configuration verification and audit). The CSA Report (CSAR), produced from the Contractor's CSA system, provides detailed information to describe the functional requirements and physical characteristics of Configuration Items (CIs), the status of changes to CIs, their associated documentation, and the actual configuration of individual CIs.

3.2 The Contractor uses the CSAR to inform the Commonwealth of the current status of a product (ie, a complete system or CI) and its Product Configuration Information, associated Configuration Baselines, and changes to that product throughout the period of the Contract.

3.3 The Commonwealth uses CSAR information to:

- a. understand the current configuration of a product, its Product Configuration Information, and relationship to Configuration Baselines (including system-level baselines), and
- b. inform Commonwealth CM activities related to that product throughout its lifecycle.

4. INTER-RELATIONSHIPS

4.1 The CSAR is subordinate to the following data items, where these data items are required under the Contract:

- a. Configuration Management Plan (CMP);
- b. Systems Engineering Management Plan (SEMP); and
- c. Support Services Management Plan (SSMP).

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

- a. all data items derived from the Master Technical Data Index (MTDI) (eg, Support System Technical Data List (SSTD));
- b. Engineering Change Proposal (ECP);
- c. Application for a Deviation (AFD); and
- d. all data items that form part of a Baseline.

4.3 The CSAR also inter-relates with the Technical Data and Software Rights (TDSR) Schedule.

5. APPLICABLE DOCUMENTS

5.1 The following document forms a part of this DID to the extent specified herein:

ANSI/EIA-649-C *National Consensus Standard for Configuration Management*

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

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

- 6.1.2** The CSAR shall be provided in soft copy format as structured data (eg, one or more databases, spreadsheets or other structured data format) that enables CASR content to be accessed, queried, read, printed and used to generate soft copy tabulated text reports.
- 6.1.3** Except where the soft copy data file is compatible with a standard Software application defined elsewhere in the Contract, or otherwise agreed in advance and in writing by the Commonwealth Representative, the CSAR shall be accompanied by any software and Technical Data required to enable the functions identified in clause 6.1.2.
- 6.1.4** ANSI/EIA-649-C provides guidance in relation to Commonwealth expectations for CSA reporting.

6.2 Specific Content

6.2.1 General

- 6.2.1.1** The CSAR shall be tailored by the governing plan for CM (eg, the Approved CMP) to include the sub-reports and information applicable to the phase of the lifecycle, the scope of the program, the Contract, and the complexity / grade of CM for the Materiel System.
- 6.2.1.2** The CSAR shall provide accurate, current information, relevant to the end item / CI, derived from the CSA system that is used to store and manage the Product Configuration Information.
- 6.2.1.3** Where the Contractor has delivered more than one configuration of a CI, the CSAR shall identify all currently approved documentation and the identification numbers for each configuration.

6.2.2 Indentured Item List

- 6.2.2.1** For each CI, the CSAR shall include, or be able to generate, an Indentured Item List that illustrates the breakdown structure of subordinate CIs, parts, assemblies, sub-assemblies and Software, such that the relationships (eg, where used, next higher assembly) within the product breakdown structure can be clearly understood.
- 6.2.2.2** The Indentured Item List shall, for each item in the product breakdown structure, include:
- the configuration identifier / product identifier / Unique Item Identifier (UII);
 - the nature of the CI (ie, system, hardware, software);
 - the manufacturer's Enterprise Identifier (EID) (eg, NATO Commercial and Government Entity (NCAGE/CAGE) code);
 - the manufacturer's reference number / part number for the item;
 - an Effectivity identifier, such as a version number, useable on code or other, used to designate that a CI is useable on one or more higher-level CIs or end items; and
 - the name of the CI, part, component, assembly or Software item, as applicable.
- 6.2.2.3** The product hierarchy in the Indentured Item List shall be described to a level of detail that provides the Commonwealth with sufficient understanding of the evolving solution and to meet life cycle support concepts, supportability and other goals under the Contract.

6.2.3 Baseline Definitions

- 6.2.3.1** For each CI, the CSAR shall list the Product Configuration Information associated with the specific baselines relevant to that CI (ie, Functional Baseline (FBL), Product Baseline (PBL), interim product baseline, and other baselines as may be required under the Contract).
- 6.2.3.2** The Baseline Reports shall include:
- for each CI:
 - configuration identifier / product identifier / UII, including version numbers and any special identifiers / usable on codes used to distinguish between parts, assemblies, and software used in the product; and
 - the respective Configuration Control Authorities (CCA) and their EID; and
 - for each related configuration document:

- (i) document title;
- (ii) document number / identifier;
- (iii) issue or version number and issue date, as applicable; and
- (iv) the document type and, if applicable, sub-type.

6.2.3.3 Functional Baseline Report. The CSAR shall include, or be able to generate, Functional Baseline Reports that list the configuration documentation used to define the FBL for each CI including:

- a. requirements specifications (functional, interoperability and interface characteristics and design constraints);
- b. external interface definition documentation; and
- c. agreed Verification documentation required to demonstrate the CI's characteristics.

6.2.3.4 Product Baseline Report. The CSAR shall include, or be able to generate, Product Baseline Reports that list the configuration documentation or other information artefacts used to define the PBL for each CI, and which include the following types of documentation:

- a. specifications for the system and subordinate CIs, including both hardware and software CIs;
- b. interface control documents;
- c. engineering and manufacturing drawings and associated lists (eg, bill of materials, wiring lists, assembly drawings, item quantities);
- d. design documentation (including, as applicable, software and firmware source code, and system, hardware, software and firmware design documentation);
- e. computer aided design, simulation and modelling files;
- f. Verification and Validation plans, procedures and reports and Verification Cross Reference Matrices (VCRMs);
- g. audit reports, certifications and associated action items;
- h. ECPs / Engineering Change Orders (ECOs), and Requests for Variance (RFVs)¹;
- i. related Contract Change Proposals (CCPs);
- j. operation and maintenance manuals;
- k. recommended spares and support and test equipment; and
- l. associated Training materials.

6.2.3.5 Configuration documentation for the Product Baseline Report shall be identified to a level of detail commensurate with the expected Defence activities and support strategy for the product.

6.2.4 Master Document Index

6.2.4.1 The CSAR shall include a Master Document Index for each CI (including end items) delivered for Acceptance (as specific or user-selectable filters / views), which includes:

- a. a list of all subordinate CIs, including:
 - (i) the configuration identifier / product identifier / UII;
 - (ii) their respective CCA and associated EID; and
 - (iii) their allocated grades of CM;
- b. an index of technical documents, including:
 - (i) specifications, interface control documents, drawings and design documentation;

¹ Note that an Application for a Deviation under the Contract may result in one or more RFVs being required for CM purposes.

- (ii) logistics support documents including technical manuals and handbooks; and
 - (iii) technical manuals and handbooks;
- c. the ECP / ECO register;
- d. the RFV register (including the 'return to standard' status and due date);
- e. the Defect reports; and
- f. a list of open action items from the relevant CI audits.

6.2.5 Documents Report

6.2.5.1 The CSAR shall include a Documents Report that, for each configuration document in the CSA system, includes:

- a. document number or identifier;
- b. document full title;
- c. document revision status (eg, draft, final);
- d. issue or version number and issue date;
- e. document type (eg, specification, drawing, source code) and, as applicable, sub-type (eg, detail assembly drawing, specification control drawing, wiring list);
- f. other specific attributes that are relevant to the type of artefact (eg, drawing sizes and number of sheets for a drawing);
- g. document media (if held externally);
- h. reference to the applicable CI;
- i. CDRL reference, if applicable;
- j. the Current Document Control Authority (ie, the organisation that is responsible for the document content and the only authority that can effect changes to the document), and associated EID;
- k. author / source organisation;
- l. a reference to the TDSR Schedule to define any limitation of rights for document distribution and use (eg, associated with Intellectual Property and International Traffic in Arms Regulations); and
- m. identification of associated ECOs.

6.2.6 Build Standard Report

6.2.6.1 The CSAR shall include a Build Standard Report that documents the build standards for CIs, and includes:

- a. equipment title / CI name;
- b. manufacturer's EID and reference number;
- c. NATO Stock Number (NSN) / UII, as applicable; and
- d. where a modification is applicable to the CI:
 - (i) ECO number;
 - (ii) modification number;
 - (iii) modification title; and
 - (iv) modification instruction identifier.

6.2.7 Build State Report

6.2.7.1 The CSAR shall include a Build State Report that documents the status of individual CIs, as delivered, including details of engineering changes, Deviations / variances, and relevant maintenance actions, and that includes:

- a. equipment title / CI name;

- b. manufacturer's EID, reference number, and serial number for rotatable items;
- c. NSN and UII, as applicable;
- d. where a modification has been applied to the CI:
 - (i) the ECO number / RFV number / modification instruction identifier;
 - (ii) date modification completed; and
 - (iii) modification strike number / dash number; and
- e. for any rotatables that were replaced during maintenance, prior to delivery, the reference / part number and serial number of those items.

6.2.8 ECP / ECO and RFV Reports

6.2.8.1 The CSAR shall include the current list of ECPs / ECOs and RFVs (if applicable), from the applicable register presented in dedicated ECP / ECO and RFV views, which include:

- a. ECP / ECO / RFV number;
- b. ECP / ECO / RFV title / short description;
- c. where applicable, any parent AFD;
- d. configuration identifier / product identifier / UII for the applicable CI;
- e. change classification (ie, major, minor, administrative or RFV);
- f. implementation status (eg, preliminary, CCB approved, issued, current effectivity / partial installation status, or closed); and
- g. status date.

6.2.9 Defects Report

6.2.9.1 The CSAR shall include a Defects Report, which references all Defect reports for each CI, and for each Defect includes:

- a. the configuration identifier / product identifier / UII for the applicable CI;
- b. CI name;
- c. Defect number;
- d. Defect categorisation (eg, critical, major, minor);
- e. if applicable, the RFV number; and
- f. if resolved by a configuration / engineering change, the ECP / ECO number.

6.2.10 Action Item Report

6.2.10.1 The CSAR shall include an Action Item Report that lists all action items resulting from configuration audits, CCBs or ICWGs, which for each action item includes:

- a. the configuration identifier / product identifier / UII for the applicable CI;
- b. CI name;
- c. the audit type / CCB / ICWG details;
- d. action item number;
- e. action item description;
- f. date the action item was established;
- g. if applicable, the contractual or specification requirement that is affected;
- h. action item owner;
- i. status / closure details; and
- j. date for completion / date closed.

6.2.11 CSA Metrics Report

- 6.2.11.1** The CSAR shall include a Metrics Report that reports on measures for the execution of the Contractor's CM process and functions (eg, number and status of ECP / RFVs, processing times, and rates of closure of change documentation).

DATA ITEM DESCRIPTION

1. **DID NUMBER:** DID-CM-DATA-XDATA-V5.3
2. **TITLE:** CONTRACTOR-DEFENCE CM DATA EXCHANGE SCHEMA
3. **DESCRIPTION AND INTENDED USE**

Note to drafters: *If included, this DID is to be developed to meet the specific needs of the project / program. The DID should be as complete as practicable for inclusion in the RFT. If the DID cannot be finalised before the RFT, drafters should include a 'Note to tenderers' to identify the information requirements that are to be completed with the preferred tenderer / Contractor.*

The complexity of the Materiel System, maturity of Commonwealth and Contractor CSA Systems, and Commonwealth requirements to access CM data to inform contract activities, will determine the optimum method by which CSA data is transferred from Contractor to Commonwealth. Refer to CASG Handbook (E&T) 12-2-002, CM Guide, which shows possible transfer methods - this DID is applicable to 'Method C' only. Use of this DID requires inclusion of the corresponding 'optional' clause in the SOW for the exchange of CSA data and related details in the CDRL.

The following note refers to the roll-out of the Defence ERP System with applicable CM functionality as part of the Enterprise Asset Management (EAM) framework. The Defence ERP System will release CM functionality for different domains (Land, Sea, Air) at different times, which may occur before or after the ED of any resultant Contract, and thus require changes to this DID before or after ED. If the applicable ERP 'Interface Development Specification' for 'Contractor Information Exchange' is finalised (eg, for uXLoader and OpenText Object Importer), and this DID is updated before ED, then the note below may also be deleted. Drafters may need to amend the note below as additional information becomes available from the ERP program.

Note: *The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems, over a number of years. If a Defence ERP solution for CM / CSA is not released prior to the start of the Contract, the subsequent introduction of these functions may require changes to the deliverable data formats developed in accordance with this DID.*

- 3.1 Data transfer between Contractor and Defence Configuration Management (CM) Information Systems is an integral part of the Defence-Contractor interaction. This CM Data Exchange Schema defines how the Contractor is to apply EIA836B to realise an effective Configuration Status Accounting (CSA) data transfer capability. CSA data, produced from the Contractor's CSA system, and transferred in accordance with this DID, provides detailed information to describe the functional requirements and physical characteristics of Configuration Items (CIs), the status of changes to CIs, their associated documentation, and the actual configuration of individual CIs.
- 3.2 The Contractor uses the transferred CSA data to inform the Commonwealth of the current status of a product (ie, a complete system or CI) and its Product Configuration Information, associated Configuration Baselines, and changes to that product throughout the duration of the Contract.
- 3.3 The Commonwealth uses the transferred CSA data to:
 - a. understand the current configuration of a product, its Product Configuration Information, and relationship to Configuration Baselines (including system-level baselines); and
 - b. inform Commonwealth CM activities related to that product throughout its lifecycle.

4. INTER-RELATIONSHIPS

- 4.1 The Contractor-Defence CM Data Exchange Schema is subordinate to the following data items, where these data items are required under the Contract:
 - a. Configuration Management Plan (CMP);
 - b. Systems Engineering Management Plan (SEMP); and

- c. Contractor Engineering Management Plan (CEMP).

4.2 The Contractor-Defence CM Data Exchange Schema inter-relates with the CSA Report.

5. APPLICABLE DOCUMENTS

5.1 The following document forms a part of this DID to the extent specified herein:

EIA836B	Configuration Management Data Exchange and Interoperability
DEF(AUST)10814	Land Materiel Data Exchange Standard
ANP4422-6001	Materiel Data Exchange Specification
EAMI 152 & 153	Defence ERP Program Interface Development Specification - Contractor Information Exchange

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items' in the Statement of Work.

6.2 Specific Content

6.2.1 Exchange of CSA data shall conform to:

Note to drafters: Insert the exchange standards to be specified here.

- a. DEF(AUST) 10814, Land Materiel Data Exchange Standard;
- b. ANP4422-6001, Materiel Data Exchange Specification;
- c. EAMI 152 & 153, Defence ERP Program Interface Development Specification - Contractor Information Exchange, and
- d. [...DRAFTER TO INSERT...].

Note to drafters: If applicable, this section may need to include any additional specific physical or electronic transfer arrangements for transfer of CSA data in accordance with the applicable standard.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-CM-MGT-CMP-V5.3

2. TITLE: CONFIGURATION MANAGEMENT PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Configuration Management (CM) Plan (CMP) is the overarching plan for the management and implementation of CM for the Contract. The CMP defines the Contractor's methodologies, systems and processes for meeting the CM requirements of the Contract. The CMP includes the definition of CM activities for all hardware, Software and data (including all data items) associated with the Contract.

3.2 The Contractor uses the CMP to:

- a. define, manage and monitor the CM program for the Contract;
- b. ensure that those parties (including Subcontractors) who are undertaking CM activities understand their respective responsibilities, the processes to be used, and the time-frames involved; and
- c. define the Contractor's expectations for Commonwealth involvement in the provision of CM activities.

3.3 The Commonwealth uses the CMP to:

- a. gain visibility into the Contractor's planning for meeting the CM requirements of the Contract;
- b. gain assurance that the Contractor's CM activities will meet the requirements of the Contract;
- c. provide a basis for monitoring and assessing the Contractor's performance in relation to the CM requirements of the Contract;
- d. confirm and coordinate Commonwealth interfaces with the Contractor's CM program; and
- e. provide input into the Commonwealth's planning.

4. INTER-RELATIONSHIPS

4.1 The CMP is subordinate to the following data items, where these data items are required under the Contract:

- a. Project Management Plan (PMP); or
- b. Support Services Management Plan (SSMP).

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

- a. Systems Engineering Management Plan (SEMP);
- b. Software Management Plan (SWMP);
- c. Integrated Support Plan (ISP);
- d. System Review Plan (SRP);
- e. Verification and Validation Plan (V&VP);
- f. Quality Plan (QP); and
- g. Mission System Technical Documentation Tree.

5. APPLICABLE DOCUMENTS

5.1 The following data items form a part of this DID to the extent specified herein:

Nil.

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

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

6.1.2 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.

6.2 Specific Content

6.2.1 Configuration Management Organisation

6.2.1.1 The CMP shall describe the CM organisation for the Contract, including:

- a. the functional structure of the Contractor's and Approved Subcontractors' CM organisation;
- b. lines of authority within the CM organisation and between the CM and engineering and project management organisations;
- c. details of the formal links between the Contractor's CM organisation and Subcontractors; and
- d. the responsibilities and authority of participating groups, organisations and individuals involved in CM, including their role in Configuration Control Boards (CCBs) and Interface Control Working Groups (ICWGs).

6.2.2 Configuration Management Integration

6.2.2.1 The CMP shall:

- a. identify and detail the integration of CM functions with other Contract activities;
- b. detail the Commonwealth's involvement and responsibilities in the Contractor's CM process, including the Commonwealth's involvement in CCBs and ICWGs;
- c. the integration of Approved Subcontractors' activities with the Contractor's activities to achieve the CM requirements of the Contract; and
- d. describe the integration of CM functions with other Contract activities, such as System Reviews.

6.2.3 Configuration Management Phasing and Milestones

6.2.3.1 The CMP shall describe and graphically portray the sequence of events and milestones for implementation of CM in phase with major Milestones and events. Where possible, this shall be done by cross-referencing to the applicable document (eg, the SRP). Events should include:

- a. the release and submission of Configuration Documentation in relation to Contract events (eg, System Reviews);
- b. the establishment of internal developmental configuration and contractual baselines;
- c. the implementation of internal and Commonwealth configuration control;
- d. the establishment of CCBs and ICWGs;
- e. the implementation of the Configuration Status Accounting (CSA) system; and
- f. the conduct of configuration audits.

6.2.4 Data Management

6.2.4.1 Specification Tree and Configuration Item List

6.2.4.1.1 The CMP shall define the relationship between the specification tree, as captured in the Mission System Technical Documentation Tree, and the Configuration Item (CI) list, and define how these will be managed.

6.2.4.2 Document Management

6.2.4.2.1 The CMP shall define the process and procedures to be used for managing the documentation required for the conduct of the Contract, including both formal deliverables and internal Contractor and Subcontractor documentation.

6.2.4.3 Drawing Management

6.2.4.3.1 The CMP shall define the process and procedures to be used for managing the engineering drawings and shall include:

- a. identification of the engineering drawing practices standard used both by the Contractor and Subcontractors;
- b. a statement of any need for deviation from the content of this standard during the program; and
- c. an overview of the drawing management system including:
 - (i) a description of any information system tools used (eg, drawing management database) to support the drawing management system; and
 - (ii) a definition of the drawing procedures to be used.

6.2.5 Configuration Identification**6.2.5.1 Selection of Configuration Items**

6.2.5.1.1 The CMP shall define the procedures for the selection of CIs, and detail the criteria used for their selection. The CMP shall, by inclusion or reference, define the list of CIs and their respective specifications and other defining top-level documentation.

6.2.5.2 Configuration Identifiers

6.2.5.2.1 The CMP shall define the procedures for assignment and physical marking of configuration identifiers, including:

- a. document numbers and revision markings to documentation;
- b. nomenclature, serial numbers and part numbers to hardware; and
- c. software identifiers to software and firmware.

6.2.5.3 Developmental Configuration

6.2.5.3.1 The CMP shall define the procedures for establishing and controlling the documentation and repositories containing the elements of the developmental configuration, including:

- a. the procedures for reporting, processing, tracking, rectifying and recording problems identified in the documentation defining the developmental configuration; and
- b. the procedures for the establishment and control of a documentation library, drawing library and software development library.

6.2.5.4 Configuration Baselines

6.2.5.4.1 The CMP shall define the requirements for establishing Configuration Baselines, and include:

- a. the procedures for the establishment of, at least, the Functional, Allocated and Product Baselines; and
- b. the documentation to be used to define each Configuration Baseline.

6.2.5.5 Engineering Release

6.2.5.5.1 The CMP shall define the procedures for issuing approved configuration documentation, and amendments to this documentation, to functional activities (eg, manufacturing, logistics, and acquisition) within the Contractor's organisation.

6.2.5.6 Configuration Control

6.2.5.6.1 The CMP shall define and detail the functions, membership, responsibilities and authority of the CCBs planned for the Contract.

6.2.5.6.2 The CMP shall define the procedures, including Commonwealth involvement, and associated documentation for processing the following:

- a. classification of changes, and the level of authority for change approval / concurrence;
- b. Contract Change Proposals (CCPs);
- c. Major Changes;
- d. Minor Changes;
- e. Applications for a Deviation (and related requests for variance, if applicable);
- f. Advance Change Study Notices; and
- g. Specification Change Notices.

6.2.6 Configuration Status Accounting

6.2.6.1 The CMP shall define the procedures for CSA, including:

- a. methods for collecting, recording, processing and maintaining the data required to provide the status of accounting information through reports and / or access to a CSA system;
- b. a complete description of the CSA system with respect to the areas related to:
 - (i) the identification of the currently approved configuration documentation and configuration identifiers associated with each CI;
 - (ii) the status of proposed engineering changes from initiation to implementation;
 - (iii) the results of configuration audits, and the status and disposition of discrepancies;
 - (iv) the status of Applications for a Deviation;
 - (v) the ability to trace changes from the baseline documentation of each CI; and
 - (vi) the effectiveness and installation status of configuration changes to all CIs at all locations;
- c. the relationships between the CSA system held by the Contractor and the CSA systems held by applicable Approved Subcontractors (which may be or may represent respective Original Equipment Manufacturers (OEMs)) for each of the CIs, including:
 - (i) identifying where the master CSA system for the Mission System, or the major elements thereof, will reside (ie, the system or systems that hold the master data);
 - (ii) if the master CSA system is not held by the Contractor, describing how the CSA systems will interact and interrelate, firstly, to satisfy the requirements of the Contract (eg, to ensure that the data held by the Contractor is always current) and, secondly, to undertake any future upgrades of the Mission System over its life; and
 - (iii) describing the scope boundaries between the CSA system held by the Contractor and the CSA systems held by the applicable Approved Subcontractors; and
- d. identification and description of the reports available from the CSA system and their frequency of reporting and distribution.

6.2.7 Configuration Audits

6.2.7.1 If an SRP is not required under the Contract, the CMP shall:

- a. describe the Contractor's methodology and processes to establish and conduct Functional Configuration Audits (FCAs) and Physical Configuration Audits (PCAs);

- b. detail, for each audit, the proposed audit venue(s) and the details of the organisation(s) and individuals involved in the audits and their specific audit responsibilities;
- c. define entry criteria, exit criteria and checklist items for each FCA and PCA, incorporating the associated SOW requirements (eg, as may be included in Mandated System Review checklists for FCA and PCA, respectively) and supplemented where required by the Contractor's internal processes;
- d. describe the plans, procedures, documentation, and schedules for the audits; and
- e. describe the format for reporting results of in-process audits.

6.2.7.2 If an SRP is required under the Contract, the CMP shall summarise the information contained in the SRP regarding FCA and PCA, and provide any additional information in the CMP necessary to address the information requirements defined under clause 6.2.7.1.

6.2.8 Subcontractor Control

6.2.8.1 The CMP shall define the methods used to ensure that Approved Subcontractors comply with the CM requirements of the Contract.

6.2.9 Master Record Indexes

6.2.9.1 If required under the Contract, the CMP shall define the production and management of Master Record Indexes, including schedule, organisational responsibilities, and maintenance.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-CM-MGT-ECP-V5.3

2. TITLE: ENGINEERING CHANGE PROPOSAL

3. DESCRIPTION AND INTENDED USE

3.1 An Engineering Change Proposal (ECP), including as a software-only change defined in a Software Change Proposal (SWCP), is required to enable the proposal, review and assessment of, and the engineering management and control of changes to the existing design configuration of hardware and/or software.

3.2 The Contractor and the Commonwealth use the ECP (including the SWCP) as the common basis for defining the requirements, significance, approvals and scope of changes to the existing Functional Baseline and/or Product Baseline of the Materiel System and, if applicable, proposed changes to interfacing systems.

4. INTER-RELATIONSHIPS

4.1 Each ECP inter-relates with the following data items, where these data items are required under the Contract:

- a. Contractor Engineering Management Plan (CEMP);
- b. Configuration Management Plan (CMP);
- c. Software Management Plan (SWMP); and
- d. Software Support Plan (SWSP).

5. APPLICABLE DOCUMENTS

Note to drafters: Amend the following lists for the ADF regulatory / assurance framework to be referenced from the ECP form(s) annexed to this DID.

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

AAP 8000.011	Defence Aviation Safety Regulations (DASR)
ANP3411-0101	Navy Materiel Assurance Publication
LMSM	Land Materiel Safety Manual

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

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

6.2 Specific Content

6.2.1 Specific Requirements

Note to drafters: Insert additional references below as required (eg, Configuration Management manual or software standard, as appropriate), noting that the CEMP, CMP, SWMP and/or SWSP that are used to tailor the application of manuals / standards are already applied through clause 4 (above) and the inclusion of 'Contract' in the clause below. Attach the applicable ECP and SWCP forms as annexes to this DID.

6.2.1.1 All engineering design and configuration change proposals shall be documented using the ECP form at Annex A, and in accordance with the Contract and:

- a. [...INSERT REFERENCE...]; and
- b. [...INSERT REFERENCE...].

Note to drafters: If including a separate SWCP, then retain and amend the clause below; otherwise, it may be deleted (as should reference to Annex B below). Insert additional references below as required (eg, software standards, as appropriate), noting that the CEMP, CMP, SWMP and/or SWSP that tailor the application of manuals / standards are already applied through clause 4 (above) and the inclusion of 'Contract' in the clause below. Attach the applicable SWCP form as an annex to this DID.

- 6.2.1.2** All software-only design and configuration change proposals shall be documented using the SWCP form at Annex B, and in accordance with the Contract and:
- a. [...INSERT REFERENCE...]; and
 - b. [...INSERT REFERENCE...].

6.3 Annexes

Note to drafters: Include applicable forms as Annexes.

- A. Engineering Change Proposal form
- B. Software Change Proposal form

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-AEOA-V5.2**
- 2. TITLE: APPLICATION FOR ENGINEERING ORGANISATION APPROVAL**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Application for Engineering Organisation Approval (AEOA) is a formal submission by the Contractor, to the Commonwealth, to demonstrate that it has the means to perform engineering activities that comply with specified ADF regulatory / assurance framework requirements.
 - 3.2** The Contractor uses the AEOA to seek formal recognition of its engineering organisation by submitting evidence that the Contractor:
 - a. can, and will, sustain an engineering organisation that complies with the specified ADF regulatory / assurance framework requirements, to the extent that they apply to the engineering activities required under the Contract; and
 - b. will undertake the required engineering activities to approved standards, using competent and authorised individuals, who are acting as members of the complying engineering organisation.
 - 3.3** The Commonwealth uses the AEOA, to assess the Contractor's capability and readiness to apply the specified ADF regulatory / assurance framework requirements to the engineering activities required under the Contract.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The AEOA inter-relates with the following data items, where these data items are required under the Contract:
 - a. Contractor Engineering Management Plan (CEMP);
 - b. Systems Engineering Management Plan (SEMP); and
 - c. Configuration Management Plan (CMP).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

AAP 8000.011	Defence Aviation Safety Regulations (DASR)
ANP3411-0101	Naval Materiel Assurance Publication
LMSM	Land Materiel Safety Manual
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** When the Contract has specified delivery of other data items that contains aspects of the required information, the AEOA shall summarise these aspects and refer to the other data items.
 - 6.1.3** 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.
 - 6.1.4** All documents provided as part of the AEOA shall be controlled documents.

6.2 Specific Content

6.2.1 Aerospace - Application for Design / Production Organisation Approval

6.2.1.1 Where the Contractor is required to comply with the DASR, as applicable to the scope of work under the Contract, the AEOA shall include:

- a. for design activities, a completed *DASR Form 80 - Application for Military Design Organisation Approval*, supported by a *Design Organisation Exposition (DOE)* addressing the requirements of DASR 21.A.243; and/or
- b. for production activities, a completed *DASR Form 50 - Application for DASR 21 Production Organisation Approval*, supported by a *Production Organisation Exposition (POE)* addressing the requirements of DASR 21.A.143.

6.2.1.2 In meeting the requirements of clause 6.2.1.1 the AEOA shall, except where provided to the Commonwealth by other means, include the CEMP, SEMP and CMP, as applicable, and all other plans, procedures, and other documents referenced in the DOE and/or POE, as applicable.

6.2.2 Land - Application to demonstrate compliance with the LMSM

6.2.2.1 Where the Contractor is required to show compliance with the LMSM, as applicable to the scope of work under the Contract, the AEOA shall:

- a. be released under the authority of the Contractor's Senior Design Engineer for the program;
- b. provide objective quality evidence to demonstrate that the Contractor possesses the engineering management systems, competent people, processes, data and other resources required to provide engineering management and design services consistent with applicable LMSM requirements identified in the Contract;
- c. except where provided to the Commonwealth by other means, include the CEMP, SEMP and CMP, as applicable, and all other plans, procedures and related documents containing the objective quality evidence required by clause 6.2.2.1b; and
- d. include a compliance matrix, showing how the Contractor's engineering management system complies with LMSM requirements applicable to the engineering activities under the Contract.

6.2.3 Maritime – Application to demonstrate compliance with the Naval Materiel Assurance Publication

6.2.3.1 Where the Contractor is required to comply with the *Naval Materiel Assurance Publication*, as applicable to the scope of work under the Contract, the AEOA shall:

- a. be released under the authority of the Contractor's Senior Design Engineer for the program;
- b. provide objective quality evidence to demonstrate that the Contractor possesses the engineering management systems, competent people, processes, data and other resources required to provide engineering management and design services in accordance with *Naval Materiel Assurance Publication* requirements (refer to ANP3411-0101 Chapter 6, paragraphs 6.24 and 6.28);
- c. except where provided to the Commonwealth by other means, include the CEMP, SEMP and CMP, as applicable, and all other plans, procedures and related documents containing the objective quality evidence required by clause 6.2.3.1b; and
- d. include a compliance matrix showing how the Contractor's engineering management system complies with *Naval Materiel Assurance Publication* requirements applicable to the engineering activities under the Contract.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-DEF-SS-V5.3**
- 2. TITLE: SYSTEM SPECIFICATION**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The System Specification (SS) defines the validated requirements for the Mission System. Unless otherwise specified in the Contract, a separate SS is required for each Mission System defined in the Contract.
 - 3.2** The Contractor and the Commonwealth use the SS as the basis for common understanding of the technical requirements for the Mission System.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The SS inter-relates with the following data items, where these data items are required under the Contract:
 - a. Support System Specification (SSSPEC);
 - b. Requirements Traceability Matrix (RTM); and
 - c. Verification Cross Reference Matrix (VCRM).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following document forms a part of this DID to the extent specified herein:
 DI-IPSC-81431A System/Subsystem Specification (SSS)
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** 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.
 - 6.2 Specific Content**

 - 6.2.1** The specific SS content shall be in accordance with DI-IPSC-81431A, section 4, *Content Requirements*.
 - 6.2.2** If the Contract requires a VCRM, DI-IPSC-81431A *Qualification Provisions* should be provided by reference to the VCRM.
 - 6.2.3** If the Contract requires a RTM, DI-IPSC-81431A *Requirements traceability* should be provided by reference to the RTM.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-DES-HEPR-V5.3**
- 2. TITLE: HUMAN ENGINEERING PROGRAM REPORT**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Human Engineering Program Report (HEPR) describes the activities undertaken within the Contractor's Human Engineering (HE) Program, identifies its elements, and describes how the outcomes address the SOW requirements.
 - 3.2** The Contractor uses the HEPR to present progress on the elements of the HE program up to Final Acceptance.
 - 3.3** The Commonwealth uses the HEPR to monitor progress of the HE program and assess its ability to meet the SOW objectives up to Final Acceptance.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The HEPR is subordinate to the following data items, where these data items are required under the Contract:
 - a. Systems Engineering Management Plan (SEMP); and
 - b. Integrated Support Plan (ISP).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

<i>MIL-STD-1472G</i>	<i>Human Engineering</i>
<i>MIL-HDBK-46855A</i>	<i>Human Engineering Program, Process and Procedures</i>
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** 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.
 - 6.2 Specific Content**

 - 6.2.1** The HEPR shall describe the activities undertaken within the Contractor's HE Program, and describe how the outcomes address the Contract requirements. The activities described shall include:
 - a. Subcontractor activities,
 - b. systems analysis,
 - c. equipment design,
 - d. equipment procedure development,
 - e. Personnel and Training requirements, and
 - f. Verification and Validation.
 - 6.2.2** The HEPR shall identify:
 - a. the agreed tailoring of MIL-HDBK-46855 or an equivalent standard Approved by the Commonwealth Representative; and
 - b. the agreed tailoring of MIL-STD-1472 or an equivalent standard Approved by the Commonwealth Representative.

- 6.2.3** Any agreed tailoring shall identify specific provisions by paragraph, rationale, for tailoring and effects of tailoring on the HE program. If no tailoring is applied beyond that specified in the SOW, then this shall be stated.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-HW-DWGS-V5.3

2. TITLE: ENGINEERING DRAWINGS

3. DESCRIPTION AND INTENDED USE

3.1 In this DID, '*Engineering Drawings*' refers to Engineering Design Data for hardware products of the Materiel System, including technical drawings and data sets (eg, three-dimensional modelling and computer-aided design data). Engineering Drawings include design and production drawings and/or data sets for the applicable item(s) / system(s), as identified in the Approved Drawing List.

3.2 The Contractor uses the Engineering Drawings as part of the definition of the Product Baseline(s) for the applicable item(s) / system(s).

3.3 The Commonwealth uses the Engineering Drawings to:

- a. confirm the current state of the applicable item / system, including when the item / system is being offered for Acceptance;
- b. accurately define the interfaces to external systems; and
- c. enable the applicable system / item to be supported over its Life-of-Type.

4. INTER-RELATIONSHIPS

4.1 The Engineering Drawings are subordinate to the following data items, where these data items are required under the Contract:

- a. Systems Engineering Management Plan (SEMP);
- b. Integrated Support Plan (ISP);
- c. Technical Data Plan (TDP); and
- d. Configuration Management Plan (CMP).

4.2 The Engineering Drawings inter-relate with the following data items, where these data items are required under the Contract:

- a. Drawing List;
- b. Mission System Technical Documentation Tree (MSTDT);
- c. publications (including interactive electronic technical publications) and Training Materials (including Computer Based Training (CBT)) that contain or refer to the Engineering Drawings; and
- d. Support System Technical Data List (SSTD).

5. APPLICABLE DOCUMENTS

5.1 The following document forms a part of this DID to the extent specified herein:

DEF(AUST)CMTD-5085C Engineering Design Data for Defence Materiel

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall not comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.2 Specific Content

6.2.1 Engineering Drawings

6.2.1.1 Unless otherwise specified by the SOW or in the Approved governing plan for Technical Data under the Contract (ie, the Approved TDP or Approved ISP), the Engineering

Drawings shall consist of Level 3 drawings as defined by DEF(AUST)CMTD-5085C (as applicable to the type of Engineering Drawing).

6.2.1.2 All Engineering Drawings, associated lists and other design records shall be prepared, amended and managed in accordance with the requirements of DEF(AUST)CMTD-5085C (or equivalent specification in the Approved governing plan for Technical Data under the Contract) and the Approved governing plan for Configuration Management under the Contract (eg, CMP or SEMP).

6.2.1.3 Unless otherwise specified in the SOW, all Engineering Drawings shall be delivered in the formats defined in the Approved governing plan for Technical Data under the Contract (ie, the Approved TDP or Approved ISP) or as otherwise defined in the Approved Drawings List.

6.2.1.4 Configuration Control details for Engineering Drawings (eg, amendment status) shall be in accordance with the Approved governing plan for Configuration Management under the Contract.

6.2.1.5 The Engineering Drawings to be delivered shall include all drawings identified in the Approved Drawing List for the applicable delivery (eg, for a Mandated System Review or System Acceptance Milestone).

6.2.2 Interpretation Document

6.2.2.1 An interpretation document shall be provided for each Contractor and Subcontractor drawing system in accordance with DEF(AUST)CMTD-5085C (or equivalent specification in the Approved governing plan for Technical Data under the Contract). Each interpretation document shall include:

- a. information to facilitate interpretation of the drawing and part number structure including the standards used; and
- b. an explanation of symbology pertaining to notes, revision markers and effectivity annotations.

6.2.3 Associated Lists

6.2.3.1 Associated lists shall be prepared in accordance with DEF(AUST)CMTD-5085C (or equivalent specification in the Approved governing plan for Technical Data under the Contract) and provided in electronic format.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-MGT-MSSMP-V5.3

2. TITLE: MATERIEL SYSTEM SECURITY MANAGEMENT PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Materiel System Security Management Plan (MSSMP) describes the Contractor's strategy, methodology, processes and tools for achieving the system security requirements of the Contract, particularly the Security Outcomes, including in relation to each different type of Security Authorisation. System security addresses, as applicable, physical security, Emanation Security (EMSEC), Information and Communications Technology (ICT) security and cyber security as they apply to each Security System-of-Interest (SSoI) (eg, the Mission System). For ICT/cyber security, this includes the Digitally Enabled Systems and Equipment (DESE) within each SSoI.

3.2 The Contractor uses the MSSMP to:

- a. define, manage and monitor the Contractor's system security and related activities under the Contract;
- b. describe how the objectives of, and requirements for, the system security program set out in the SOW will be achieved for each SSoI;
- c. ensure that those parties (including the Commonwealth and Subcontractors) performing system security activities understand their respective responsibilities, the processes to be used, and the time-frames involved; and
- d. ensure that risks to achieving the system security requirements are recognised and appropriately managed for all SSoIs.

3.3 The Commonwealth uses the MSSMP to:

- a. understand and evaluate the security-related design and management processes used by the Contractor, including in relation to design trade-offs both within and between SSoIs;
- b. assist with ensuring consistency and coherency across the system security program for the set of SSoIs;
- c. gain assurance that the Contractor's design activities will satisfy the objectives of the system security program set out in the SOW and deliver Supplies that meet the system security requirements and enable the required Security Authorisations to be achieved;
- d. provide a basis to monitor the progress of the development of the security design for a SSoI against the planned schedule;
- e. help to identify issues of concern that could prevent the achievement of the required performance in relation to system security for a SSoI, and which need to be raised with the Contractor; and
- f. as an input into the Commonwealth's own planning, particularly in relation to liaising with the applicable Security Authorisation authorities.

4. INTER-RELATIONSHIPS

4.1 The MSSMP is subordinate to the following data items, where these data items are required under the Contract:

- a. Systems Engineering Management Plan (SEMP);
- b. Integrated Support Plan (ISP);
- c. Configuration Management Plan (CMP); and

d. Quality Plan.

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

- a. System Specification (SS) (for each different type of Mission System);
- b. Support System Specification (SSSPEC);
- c. System Architecture Description (SAD);
- d. the security-related data items required under the Contract (other than those identified under clause 4.1);
- e. the Software-related data items required under the Contract;
- f. Mission System Technical Documentation Tree (MSTDT);
- g. Support System Technical Data List (SSTD);
- h. ADF regulatory / assurance plans;
- i. Certification Plan (CERTP);
- j. Electromagnetic Environmental Effects Management Plan (E3MP);
- k. System Safety Program Plan (SSPP);
- l. Disposal Plan (DISP);
- m. Verification and Validation Plan (V&VP); and
- n. Verification Cross Reference Matrix (VCRM).

5. APPLICABLE DOCUMENTS

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

Note to drafters: Amend the list of Applicable Documents to suit the Contract. Do not include documents that are included within the 'Governing Security Documents'.

Governing Security Documents	(see the Glossary for the definition of this term)
ANP4605	Navy Cyberworthiness
AFSMAN	Air Force Security Manual, Volume 1
	National Institute of Standards and Technology (NIST), 'Cybersecurity Framework (CSF)', Version 2.0, February 26, 2024
AS/NZS ISO 31000:2018	Risk Management – Principles and Guidelines
NIST SP 800-30	Guide for Conducting Risk Assessments, Revision 1, September 2012
NIST SP 800-37	Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy, Revision 2, December 2018
NIST SP 800-53A	Assessing Security and Privacy Controls in Information Systems and Organizations, Revision 5, January 2022
	ACSC Publication, 'Strategies to Mitigate Cyber Security Incidents', February 2017
	ACSC Publication, 'Strategies to Mitigate Cyber Security Incidents – Mitigation Details', February 2017
ISO/IEC 27001:2022	Information security, cybersecurity and privacy protection – Information security management systems – Requirements
ISO/IEC 27032:2023	Cybersecurity – Guidelines for internet security

ISA/IEC 62443 series	Security for Industrial Automation and Control Systems
ISO/IEC 27005:2022	Information security, cybersecurity and privacy protection – Guidance on managing information security risks
Defence ICT/Cyber SCRM Framework	The Defence ICT/Cyber Procurement Supply Chain Risk Management Framework, October 2020
	CASG Risk Management Product Risk Matrix

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the MSSMP should summarise these aspects and refer to the other data item.
- 6.1.3** 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.

6.2 Specific Content

6.2.1 Overview

- 6.2.1.1** The MSSMP shall provide an overview of the Contractor's system security program for the Contract, including:
- a. defining the scope and purpose of the MSSMP, including:
 - (i) summarising the system security requirements of the SOW, including setting out the objectives of the system security program and identifying the requirements for the different types of Security Authorisations; and
 - (ii) describing the relationships to higher-level plans (eg, the plans identified at clause 4.1) and to relevant plans at the same level (eg, management plans for interfacing domains);
 - b. identifying and describing the nature and significance of the security risks and threats that will be managed through the MSSMP; and
 - c. describing any constraints, assumptions and risks associated with the program.
- 6.2.1.2** The MSSMP shall provide a list of key stakeholders involved with the Contractor's system security program, including:
- a. System Owner;
 - b. security requirements authorities;
 - c. Security Authorisation authorities; and
 - d. for projects involving integration into, or installation onto, Defence systems and platforms, the in-service agencies responsible for managing and supporting those systems and platforms.

Note: In responding to the following clause, the Contractor's attention is drawn to the definitions of 'Security System of Interest' and 'Target of Security Assessment' set out in the Glossary, including the relationships between them.

- 6.2.1.3** The MSSMP shall provide an overview of each SSol, including:
- a. identifying the Targets of Security Assessment (ToSAs) within each SSol where applicable;
 - b. identifying where ICT security and/or cyber security are applicable to the SSol; and
 - c. identifying and briefly describing any significant items of DESE from an ICT security or cyber security perspective.

Note: *In responding to the following clause, the Contractor may propose a set of ICT/cyber security-related data items, which are mapped to the identified ToSAs. For the different SSols and the ToSAs within larger Mission Systems (eg, aircraft or ship), it may be more appropriate to develop and deliver the required ICT/cyber security documentation progressively as long as the overall requirement in the CDRL for each data item is achieved.*

6.2.1.4 The MSSMP shall provide the Contractor's mapping of the security-related data items in the CDRL to the SSols and ToSAs, showing how the data item requirements in the CDRL will be met.

6.2.2 Requirements

6.2.2.1 The MSSMP shall provide an overview of the technical requirements that must be met in relation to system security for each SSol/ToSA (eg, as set out in Legislation, the Governing Security Documents and the FPS and/or each Mission System SS and the SSSPEC) and any inter-relationships with relevant Defence and government policies.

6.2.3 Organisation and Communication

6.2.3.1 The MSSMP shall describe the system security organisation(s) within the Contractor's overall organisation, including:

- a. details of the Contractor's security team that is dedicated to the Contract, including numbers and skills;
- b. specifically in relation to ICT/cyber security, how the necessary skills will be identified, obtained and retained over the period of the Contract;
- c. a description of the relationships to any other areas within the Contractor's organisation that are involved with or support the Contractor's system security program; and
- d. whether or not Subcontractors will be incorporated into the program and, if so, the details of the Subcontractors, including the nature and scope of the work to be undertaken.

6.2.3.2 The MSSMP shall describe any Integrated Product Team (IPT) arrangements for the Contractor's system security program, including membership, leadership and terms of reference.

6.2.3.3 The MSSMP shall describe how the Contractor will work with Subcontractors to ensure that they provide goods that are suitable to meet the security requirements of the Contract.

6.2.4 Security Risk Management

6.2.4.1 The MSSMP shall describe the risk management processes to be applied to the Contractor's system security program, cross-referring to the risk-management elements of the Approved Project Management Plan (PMP) and the applicable elements of the Approved ADF regulatory / assurance plans as appropriate, including:

- a. the processes to be used to identify system security risks, including:
 - (i) conducting a security threat and risk assessment, including in relation to any classified threats associated with the operation and support of the SSols;
 - (ii) if a SAD is required under the Contract, utilising the system architecture modelling processes and practices;
 - (iii) undertaking specific activities in relation to ICT/cyber security, such as performing threat modelling, penetration testing, and mapping the cyber attack and engagement surfaces; and
 - (iv) ensuring that the set of security-related risks remains current, particularly in relation to ICT/cyber security;

Note to drafters: *The following clause refers to the CASG Risk Management Product Matrix, which is identified as an Applicable Document in clause 5. This enables a 5x5 matrix to be employed for the purposes of project or product risk management using the Predict! tool. The Security Authorisation process, however, requires the use of a 6x6 matrix in accordance with the DSPF. Drafters should amend the following clause and the Applicable Documents to suit their contract-management circumstances (ie, to select the risk matrix that will result in the least*

work for the contract-management team, either translating into the DSPF 6x6 matrix if the CASG matrix is retained, or translating into Predict! if the following clause is amended to incorporate the DSPF matrix).

- b. the processes to be used for analysing, assessing and evaluating system security risks, including the specific assessment criteria to be used, cross-referring to the CASG Risk Management Product Risk Matrix in relation to assessing risks to 'Security & Cyber';
- c. the risk register(s) to be used for recording each system security risk (eg, SRMP), including its attributes, evaluation and treatment(s);
- d. the processes to be used to determine the specific risk treatment strategies to be employed, particularly the application of risk controls (eg, as per the ISM and other applicable standards for ICT/cyber security); and
- e. the mechanisms to be used to keep the Commonwealth apprised of system security risks.

6.2.5 System Security Design Processes

6.2.5.1 The MSSMP shall describe the Contractor's design processes for achieving the security requirements of the Contract, including:

- a. the strategy and methodology to meet the system security objectives defined in the SOW and satisfy the security requirements of the Contract, including as set out in the relevant specifications (eg, FPS/SS/SSSPEC) for each SSol;
- b. the outcomes to be achieved and the expected level of design maturity at each of the Mandated System Review (MSRs), where MSRs are applicable to a SSol;
- c. the documentation to be produced during each stage of development for each SSol/ToSA and each security domain, cross-referring to the response to clause 6.2.1.4 and the MSTDT and/or SSTDL, as appropriate;
- d. the approach, methods, and activities to synthesise security into the design solution for each SSol/ToSA (for system architecture, Software and hardware), including:
 - (i) utilisation of system architecture modelling activities, including co-ordination with the Commonwealth through the SAD;
 - (ii) analysis of threats and vulnerabilities;
 - (iii) implementation of system security controls and response mechanisms;
 - (iv) the application of design criteria, including the selected security strategies governing the use of Commercial-Off-The-Shelf (COTS), developmental and non-developmental items (particularly DESE), open systems architecture and re-use technologies;
 - (v) for Software (including firmware), the utilisation of secure systems development processes and practices (eg, reducing attack surfaces, securing code, testing code for vulnerabilities, Cyber Supply Chain considerations, and application of the Contractor's Quality Management System (QMS) to provide assurance);
 - (vi) the considerations to be taken into account to achieve end-to-end system security;
 - (vii) continuous review of threats and vulnerabilities; and
 - (viii) implementation of updates and control;
- e. interfaces and interdependencies with other design activities for each SSol/ToSA; and
- f. for the Mission System only (including, where applicable, each ToSA within the Mission System), the identification and resolution of any whole-of-system system security-related risks, Issues and opportunities, including managing trade-offs between the various specialty engineering domain requirements.

Note: In relation to the NIST Special Publication references identified in clause 5.1, the MSSMP should be developed from the latest versions of these documents, except where otherwise agreed by the Commonwealth Representative.

6.2.5.2 The MSSMP shall identify all reference documents that will be used in the development of the security design for each SSol/ToSA, including applicable security standards, policies, supporting technical documentation and guidance, including to the extent applicable, the documents identified at clause 5.1.

6.2.5.3 The MSSMP shall describe, in annexes to the MSSMP, the tailoring of the identified standards to meet the security requirements of the Contract, including:

- a. the activities or processes from each standard to be undertaken, including the rationale for including and tailoring or excluding an activity or process;
- b. the data required, including from related programs (eg, Systems Engineering program, Electromagnetic Environmental Effects (E3) program or system safety program), to perform the identified analysis activities / processes;
- c. the expected outcomes associated with undertaking each activity or process;
- d. how the outcomes relate to the requirements of the Contract and the Contractor's proposed solutions for each SSol/ToSA;
- e. how the outcomes will be documented;
- f. the tools to be utilised to undertake each activity or process; and
- g. the expected role of the Commonwealth in reviewing the outcomes.

6.2.6 System Security and Support

6.2.6.1 The MSSMP shall describe any unique aspects of the Contractor's system security program relating to the Support System that are not addressed through the other clauses in this DID, including (for example):

- a. how security requirements will be incorporated into the Contractor's Cyber Supply Chains to address ICT/cyber security risks for DESE, cross-referring to any Cyber Supply Chain Risk Plan (CSCR) required under the Contract and describing how the Cyber Supply Chain risk assessments will be kept current and the Commonwealth will be kept apprised of changed circumstances, as new items of DESE for the SSols are identified;
- b. the security requirements for support-related equipment (eg, Support and Test Equipment (S&TE), Training Equipment, and Facilities equipment and ICT systems);
- c. operational security requirements for all phases of the life of the Mission System up to and including disposal; and
- d. considerations in relation to system security monitoring and Maintenance, including for ICT/cyber security:
 - (i) countermeasures against malicious code;
 - (ii) intrusion detection strategies and detection mechanisms;
 - (iii) audit and event log analysis and alerting;
 - (iv) system integrity checking (system characterisation);
 - (v) vulnerability monitoring, assessments and patching;
 - (vi) periodic revalidation of security controls;
 - (vii) user access management;
 - (viii) periodic audit of intrusion detection procedures;
 - (ix) systematic user Training and awareness programs; and
 - (x) maintaining the currency of authorised Training packages and Security Standard Operating Procedures (SSOPs).

6.2.7 Security Authorisations and Verification & Validation

6.2.7.1 The MSSMP shall explain the approach to achieving the required Security Authorisations for each SSol/ToSA in accordance with the Contract, the Governing Security Documents, CERTP (if applicable), and other applicable documents identified at clause 5.1, including:

- a. explaining the approach to be used for each of the different Security Authorisations required for physical security, EMSEC, ICT security and cyber security for each SSol/ToSA, as applicable, including identifying the Objective Evidence to be provided to support the achievement of these authorisations;
- b. describing how the Contractor will engage with the relevant Security Authorisation authorities, and the roles and responsibilities of the different stakeholders, including the stakeholder identified in accordance with clause 6.2.1.2; and
- c. describing any circumstances where a particular Security Authorisation (eg, for ICT security) is a necessary precursor to the conduct of any aspect of AV&V.

6.2.7.2 The MSSMP shall explain the approach to conducting Verification and Validation (V&V) of the security requirements of the Contract for each SSol/ToSA, cross-referring to the applicable V&V and/or assurance data items identified at clause 4.2 as appropriate, including:

- a. evaluation of delivered systems and equipment, including in relation to:
 - (i) mapping of cyber attack and engagement surfaces;
 - (ii) the confidentiality, integrity and availability of systems and data; and
 - (iii) the ability to adapt to disruptions caused by cyber security incidents while maintaining continuous business operations, including the ability to detect, manage and recover from cyber security incidents;
- b. how the proposed V&V supports the security assurance processes and requirements set out in the Contract and applicable data items, such as the CERTP;
- c. how the effectiveness of security controls will be demonstrated, including the identification of any Certification and Accreditation requirements for software, security devices or other special security features; and
- d. the evidence that will be collected and provided to the Commonwealth to provide confidence that the security requirements for each SSol/ToSA will be met.

6.2.8 System Security Tools

6.2.8.1 The MSSMP shall describe any simulation and other tools, instruments, items of equipment, test facilities and any other major elements that will be required to define, design, develop, implement, Certify, Accredite, Verify and Validate the security requirements of the Contract, including in relation to each SSol/ToSA.

6.2.9 System Security Schedule

6.2.9.1 The MSSMP shall contain a summary of the system security schedule, which identifies key activities, events and milestones for the system security program for the Contract, including for the different types of Security Authorisations for each SSol/ToSA.

6.2.9.2 The full system security program schedule shall be included in the CMS.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-MGT-SIP-V5.3

2. TITLE: SITE INSTALLATION PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Site Installation Plan (SIP) describes the Contractor's strategy, methodology and plans for undertaking site installation activities at all of the Commonwealth Premises, including facilities where installation of Mission System elements or Support System Components (or both) is required. The SIP includes the Contractor's plans for integrating its activities with those of the Commonwealth (or other party) at these installation sites.

3.2 The Contractor uses the SIP to:

- a. define, manage and monitor its activities at the installation sites;
- b. plan and co-ordinate its involvement with the Commonwealth's (or other parties') activities at these sites; and
- c. ensure that those parties (including Subcontractors) working at the installation sites understand their respective responsibilities, the processes to be used, and the time frames involved.

3.3 The Commonwealth uses the SIP to:

- a. understand and evaluate the Contractor's requirements for installing Mission System elements or Support System Components (or both) at the installation sites;
- b. identify and understand the Commonwealth's involvement in the Contractor's activities, including the monitoring of the Contractor's activities; and
- c. provide input to the Commonwealth's own planning (eg, in relation to site preparation and co-ordination with other Commonwealth organisations).

4. INTER-RELATIONSHIPS

4.1 The SIP is subordinate to the following data items, where these data items are required under the Contract:

- a. Project Management Plan (PMP);
- b. System Engineering Management Plan (SEMP); and
- c. Integrated Support Plan (ISP).

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

- a. Contractor Transition Plan (CTXP);
- b. Facilities Requirements Analysis Report (FRAR);
- c. System Integration Plan (SINTP);
- d. Verification and Validation Plan (V&VP); and
- e. Contract Master Schedule (CMS).

5. APPLICABLE DOCUMENTS

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

Nil.

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the SIP shall summarise these aspects and refer to the other data item.
- 6.1.3** The SIP shall comprise a main body and a series of separate Site-specific annexes, where:
- a. the main body shall describe all site installation activities that are required to be undertaken by the Contractor under the Contract and which are common/applicable at all Sites; and
 - b. a separate annex shall be used to describe the Site-specific installation activities, constraints and information applicable at each Site.

6.2 Specific Content – Main Body

6.2.1 General

- 6.2.1.1** The main body of the SIP shall describe the objectives, scope, constraints, and assumptions associated with the Contractor's site installation activities at Commonwealth Premises (including facilities).
- 6.2.1.2** The main body of the SIP shall include all installation activities at Commonwealth Premises, including in relation to any:
- a. new, modified or existing Contractor provided facilities; and
 - b. new, modified or existing Commonwealth provided facilities.
- 6.2.1.3** The main body of the SIP shall provide a summary of the key relationships between the Contractor's activities and those of the Commonwealth (or other party), including any access requirements to Commonwealth Premises, required for the installation of any Mission System elements or Support System Components (or both).

6.2.2 Risk Management

- 6.2.2.1** All risks associated with site installation activities shall be documented in the Risk Register, in accordance with the Approved Project Management Plan (PMP).
- 6.2.2.2** The main body of the SIP shall describe the risk management strategies common to all site-installation activities.

6.2.3 Organisation and Management

- 6.2.3.1** The main body of the SIP shall include the Contractor's organisational arrangements (including Subcontractors) for its site installation activities, and the inter-relationships between the installation organisation and the other parts of the Contractor's organisation for the Contract.
- 6.2.3.2** The main body of the SIP shall identify the individual within the Contractor's organisation who will have managerial responsibility and accountability for meeting the site installation requirements of the Contract.
- 6.2.3.3** The main body of the SIP shall identify the Contractor's expectations of the Commonwealth with respect to site installation activities at Commonwealth-managed sites.

6.2.4 Site Installation Activities

- 6.2.4.1** The main body of the SIP shall describe the Contractor's processes, procedures and common activities, and plans for co-ordinating the Contractor's activities and the Commonwealth's activities for all site-installation activities required under the Contract, including:
- a. the major activities to be undertaken, when, and by whom;

- b. an overview of the integration of Subcontractors into the Contractor's activities;
- c. the relationship between access, installation and Verification and, if applicable, Validation activities;
- d. processes, procedures and forms for co-ordination of interruptions to power, communications and other services;
- e. implications for security and safety, including the Contractor's plan to manage work health and safety during site installation; and
- f. any facilities approvals required.

6.2.4.2 The main body of the SIP shall include:

- a. an outline of the general physical and electrical characteristics of the proposed installation(s); and
- b. a description of any Verification and Validation (V&V) activities, including tests that may be conducted during and following installation to confirm that the installation has been successful.

6.2.4.3 Without limiting the requirements of the Contract, the main body of the SIP shall provide an overview of the actual and potential impact of site installation activities on:

- a. existing systems or equipment, including outages to operational capability;
- b. facilities, including:
 - (i) utility services, such as water, plumbing, drainage, gas, electricity and phone connections;
 - (ii) monitoring services, such alarm services, including fire alarms;
 - (iii) roads, paths, car parks, retaining walls, storage tanks, landscaping, and fencing;
 - (iv) electrical distribution, including power feeds, switchboards, UPS, sub-circuits arrangements; and
 - (v) heating, ventilation and air-conditioning (HVAC); and
- c. the environment.

6.2.5 Site Installation Schedule

6.2.5.1 The main body of the SIP shall include a schedule of the site installation activities, showing the relationships between activities at each installation site and between different installation sites, as required under the Contract.

6.2.5.2 The full site installation schedule shall be provided as part of the CMS.

6.3 Annex Requirements – Site Specific

6.3.1 General

6.3.1.1 Each annex to the SIP shall provide site-specific details for the installation activities required under the Contract at any:

- a. new, modified or existing Contractor provided facilities; and
- b. new, modified or existing Commonwealth provided facilities.

6.3.1.2 Each annex to the SIP shall identify the site-specific relationships between the Contractor's activities and those of the Commonwealth (or other party), including any access requirements to Commonwealth Premises, required for the installation of any Mission System elements or Support System Components (or both) at the relevant Commonwealth Premises.

6.3.2 Risk Management

6.3.2.1 Each annex to the SIP shall describe the risk management strategies associated with the site-specific installation risks applicable at the relevant Commonwealth Premises.

6.3.3 Organisation Management

6.3.3.1 Each annex to the SIP shall identify the individual within the Contractor's organisation who will have managerial responsibility and accountability for meeting the site installation requirements at the relevant Commonwealth Premises.

6.3.4 Site Installation Activities

6.3.4.1 Each annex to the SIP shall describe the Contractor's plans for co-ordinating the Contractor's activities and the Commonwealth's activities at the relevant Commonwealth Premises, including:

- a. the major activities to be undertaken (including during each phase of the system implementation process from removal of existing equipment (if applicable), construction work undertaken by the Commonwealth, and installation and V&V activities to be undertaken by the Contractor), when, and by whom;
- b. the integration of Subcontractors into the Contractor's activities;
- c. site-specific access requirements to various parts of the site, including timeframes associated with these access requirements;
- d. the relationship between the Contractor's site-specific access requirements and specific Commonwealth constraints associated with operational, support or training activities, including any Commonwealth constraints associated with site preparation before access can be provided to the Contractor (eg, for removal of existing equipment);
- e. site-specific co-ordination of interruptions to power, communications and other services;
- f. site-specific implications for security and safety, including the Contractor's plan to manage:
 - (i) site-specific security considerations during site installation, including management of site-related Certifications and re-Certifications; and
 - (ii) work health and safety during site installation;
- g. any site-specific facilities approvals required; and
- h. activities to be undertaken to ensure the installation site is returned to a clean and functional condition upon completion of site installation activities, including such aspects as repairing any damage to road surfaces and removal of rubbish.

6.3.4.2 Each annex to the SIP shall include the following information applicable at the relevant Commonwealth Premises:

- a. an outline of the physical and electrical characteristics of the proposed installation(s);
- b. references to the relevant site installation drawings, which document at least the following:
 - (i) equipment housings;
 - (ii) equipment racks and contents;
 - (iii) interconnections between components;
 - (iv) fencing; and
 - (v) cable runs;
- c. a description of any V&V activities, including tests, that may be conducted during and following site installation to confirm that the installation has been successful and the Site is ready for subsequent Contract activities (eg, further V&V activities or Site Acceptance).

6.3.4.3 Without limiting the requirements of the Contract, each annex to the SIP shall identify the site-specific impact of site installation activities on:

- a. existing systems or equipment, including outages to operational capability;

- b. facilities, including:
 - (i) utility services, such as water, plumbing, drainage, gas, electricity and phone connections;
 - (ii) monitoring services, such alarm services, including fire alarms;
 - (iii) roads, paths, car parks, retaining walls, storage tanks, landscaping, and fencing;
 - (iv) electrical distribution, including power feeds, switchboards, UPS, sub-circuits arrangements; and
 - (v) heating, ventilation and air-conditioning (HVAC); and
- c. the environment, including in relation to:
 - (i) vehicle hygiene requirements;
 - (ii) sediment and erosion control;
 - (iii) road base and quarry material;
 - (iv) vegetation management;
 - (v) POL and vehicle refuelling;
 - (vi) waste management;
 - (vii) fauna protection;
 - (viii) heritage protection;
 - (ix) vehicle movement;
 - (x) fire control; and
 - (xi) others as required.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-MGT-SSPP-V5.3**
- 2. TITLE: SYSTEM SAFETY PROGRAM PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The purpose of the System Safety Program Plan (SSPP) is to describe the tasks and activities for system-safety management and system-safety engineering that are required to achieve Safety Outcomes. The Approved SSPP provides a formal basis of co-ordination, consultation and understanding between the Contractor and the Commonwealth on how the system-safety program will be executed to meet contractual and legislative requirements.
 - 3.2** The Contractor uses the SSPP to describe how the system-safety program will be accomplished to meet their legislative obligations and the Materiel Safety requirements included in the Contract.
 - 3.3** The Commonwealth uses the SSPP to plan and monitor the Contractor's system-safety program and to determine whether the program will achieve a level of Materiel Safety acceptable to the Commonwealth, and facilitate Commonwealth compliance with legislation, including the WHS Legislation.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The SSPP is a subordinate plan to the following data items, where these data items are required under the Contract:
 - a. System Engineering Management Plan (SEMP); and
 - b. Integrated Support Plan (ISP).
 - 4.2** The SSPP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Software Management Plan (SWMP);
 - b. Contract Master Schedule (CMS);
 - c. Hazard Analysis Report (HAR);
 - d. Hazard Log (HL);
 - e. Safety Case Report (SCR);
 - f. Materiel Safety Assessment;
 - g. Safety Data Sheets (SDSs);
 - h. the security-related data items required under the Contract (ie, in relation to the relationships between security considerations and safety considerations);
 - i. Quality Plan (QP);
 - j. Verification and Validation Plan (V&VP);
 - k. Verification Cross-Reference Matrix (VCRM); and
 - l. Health and Safety Management Plan (HSMP).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

MIL-STD-882E	<i>System Safety</i>
	WHS Legislation

The system safety standards identified under the System Safety Program clause of the SOW

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the SSPP shall summarise these aspects and refer to the other data item.
- 6.1.3** 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.

6.2 Specific Content

6.2.1 Program Scope and Objectives

- 6.2.1.1** The SSPP shall define a program to satisfy the system-safety requirements of the Contract by describing:
- a. the scope of the system-safety program in terms of the system and the life-cycle phase;
 - b. the overall approach of the system-safety management, software safety management and engineering program to achieving Safety Outcomes, including through the hazard analyses required by clause 6.2.6 and related Contract requirements;
 - c. the integration of system-safety activities with the Systems Engineering and other functional elements of the Contract; and
 - d. the resource requirements needed to execute the SSPP.
- 6.2.1.2** The SSPP shall provide traceability for all contractually required system-safety tasks and responsibilities in a matrix that correlates the requirements of the Contract (including regulatory requirements and design constraints) to the location in the SSPP where each requirement is addressed by the system safety program.

6.2.2 System Safety Interfaces

- 6.2.2.1** The SSPP shall describe the interfaces between the system-safety program and:
- a. all other applicable safety disciplines including nuclear safety, range safety, explosive and ordnance safety, chemical and biological safety and laser safety;
 - b. Systems Engineering, and all other related disciplines including reliability and maintainability, Quality Management, software development, human factors engineering and medical support (for health hazard assessments); and
 - c. all system integration and test disciplines.

6.2.3 System Safety Organisation

- 6.2.3.1** The SSPP shall:
- a. describe the system-safety organisation or function within the Contractor's organisation for the Contract, including the organisational and functional relationships and lines of communication;
 - b. identify the responsibility and authority of each person and organisational unit involved in executing each of the contractual system-safety requirements, including Key Persons, Subcontractors and system-safety groups;
 - c. describe the procedures that the Contractor will use to integrate system-safety and hazard management efforts for external system interfaces, including:

- (i) the roles of Commonwealth agencies, Associated Parties and Subcontractors necessary to integrate safety requirements for the total system;
 - (ii) the interfaces between the Contractor and each Subcontractor and Associated Party (eg, for integrating hazard analyses);
 - (iii) integrated product teams, or working groups, with representatives from Subcontractors and Associated Parties (as applicable);
 - (iv) any system-safety integration roles and their specific responsibilities for managing interfaces with external systems;
 - (v) integrating hardware and software provided as GFE;
 - (vi) assigning requirements to organisational units and Subcontractors;
 - (vii) coordinating Subcontractor system-safety engineering efforts;
 - (viii) facilitating system-safety program reviews;
 - (ix) recommending mitigation measures including assessing feasibility, cost, and effectiveness of the measures, and allocating implementation responsibility to Subcontractors and Associated Parties;
 - (x) reporting on program safety status and measures; and
 - (xi) the approach to consulting, coordinating and cooperating on safety issues, including between the parties, Subcontractors and Associated Parties; and
- d. the process through which Contractor management decisions will be made, including timely notification to the Commonwealth of unacceptable risks, necessary actions in the event of mishaps, incidents, or malfunctions, and for requesting exemptions to system-safety requirements, program deviations and Engineering Change Proposals, when applicable.

6.2.4 System Safety Program Milestones

6.2.4.1 The SSPP shall:

- a. define a schedule of system-safety program milestones including required inputs and outputs, and start and completion dates;
- b. relate the schedule of the system-safety program to system-level activities, Mandated System Reviews, and Milestones within the CMS;
- c. identify the schedules for subsystem, component, and software safety activities applicable to the system-safety program but specified in other engineering studies and development efforts to preclude duplication; and
- d. include a schedule of internal review meetings with Subcontractors and Associated Parties to cooperate, consult and coordinate the system-safety program effort.

6.2.5 General System Safety Requirements and Criteria

6.2.5.1 The SSPP shall:

- a. list the safety standards, system specifications, specified design constraints, and the civil and military regulations containing safety requirements that shall be complied with by the Contractor, including the Applicable Documents at clause 5 and identifying titles, dates and, where applicable, paragraph numbers;
- b. describe general engineering requirements and design criteria for achieving safety outcomes applicable to design and development activities, including the role of Software in safety for each of the relevant states and modes);
- c. identify safety requirements for all appropriate phases of the life cycle up to, and including, disposal;
- d. describe the method for ensuring flow-down of hazard identification, mitigation strategies and associated system-safety program requirements to Subcontractors; and

- e. describe the structure of the Materiel Safety baseline documentation to be delivered to the Commonwealth (ie, the SCR or Materiel Safety Assessment, as applicable to the Contract).

6.2.6 Hazard Analysis

6.2.6.1 The SSPP shall describe:

- a. the process for hazard identification, risk assessment, risk mitigation, communication of risks and support to risk acceptance including:
 - (i) for hazard identification, the systematic identification process that evaluates the system throughout its life-cycle, including system hardware and software, system interfaces (including human interfaces), the intended use or application and operational environment, and disposal;
 - (ii) for risk assessment, the description of severity categories, probability levels, and the process for assigning Hazard Risk Indices (HRIs);
 - (iii) for risk mitigation, how decisions will be made within the system-safety process, with an emphasis on achieving Safety Outcomes including, in the context of cost to eliminate and minimise risks, whether the cost of further mitigation would be grossly disproportionate to the risk; and
 - (iv) for risk acceptance, the procedures for communicating and coordinating Commonwealth residual risk acceptance, including procedures for engaging the relevant Commonwealth authority(ies);
- b. the approach for applying system-safety processes to extant system interfaces, subsystems or components (eg, for off-the-shelf items or legacy software) including the approach for verification and ensuring that existing data is consistent with the configuration, role and environment for the Mission System(s) and other Supplies;
- c. the process for determining whether a qualitative or quantitative risk assessment is appropriate for a given hazard;
- d. the hazard analyses to be performed (eg, preliminary hazard analysis, subsystem hazard analysis), the techniques to be used (eg, fault tree analysis, FMECA) and the documentation of the results, including the hazard analyses to be reported in each Hazard Analysis Report that is required to be delivered by the Contractor;
- e. the scope of each analysis activity, the integration of Associated Party and Subcontractor hazard analyses within the overall system hazard analyses, and the depth within the system to which each analytical technique will be used;
- f. for system interfaces, how analysis of the integrated system design, operations, and the interfaces between the products from each Subcontractor and Associated Party and the Mission System, or other major Supplies, will be executed;
- g. the efforts to identify and control hazards associated with Problematic Substances and Problematic Sources incorporated within the design, and those Problematic Substances and Problematic Sources used in operation and support during the system's life-cycle;
- h. the efforts to identify and control WHS hazards directly related to the design (eg, noise, vibration, working at heights, working in confined spaces, lifting requirements and other human interface and ergonomic factors); and
- i. the systematic software safety approach to be followed, when applicable.

6.2.6.2 The SSPP shall provide traceability to the hazard analysis tasks from MIL-STD-882E, or an equivalent standard acceptable to the Commonwealth Representative, and identify any tailoring of the standard tasks for the system-safety program under the Contract.

6.2.7 System Safety Data

6.2.7.1 The SSPP shall:

- a. describe the approach for collecting and processing pertinent hazard, mishap, and safety lessons learned data, including both historical data used to assist system safety analyses and current system data in the Hazard Log;
- b. describe the management and use of the Hazard Log for recording each mishap risk and hazard, and the findings and results of the related analysis including hazard and safety-risk analyses, risk mitigation, and treatment;
- c. identify all deliverable data items by title and number, and means of delivery (eg, hard copy, electronically); and
- d. identify non-deliverable system-safety data and describe the procedures for accessibility by the Commonwealth and retention of data of historical value.

6.2.7.2 The SSPP shall, in accordance with clause 6.2.7.1, describe the scope of the SCR or Materiel Safety Assessment, as applicable to the Contract, and the supporting information to be delivered to the Commonwealth as evidence for the assessment of Materiel Safety.

6.2.8 Safety Verification

6.2.8.1 The SSPP shall describe:

- a. the Verification, and reporting, of the effectiveness of mitigation measures in achieving Safety Outcomes through test, analysis, inspection, or other means;
- b. the Verification, and reporting, that hardware, software, and procedures comply with identified hazard management requirements;
- c. requirements for certification, independent review evaluations and special testing of safety features (eg, insensitive munitions tests and render safe / emergency disposal procedures);
- d. the procedures in place to transmit safety-related Verification information to the Commonwealth; and
- e. the procedures for ensuring the safe conduct of all Verification activities.

6.2.9 Audit Program

6.2.9.1 The SSPP shall describe the techniques and procedures to be employed by the Contractor to ensure that the objectives and related requirements of the system-safety program, including the achievement of Safety Outcomes, are being accomplished.

6.2.10 Training

6.2.10.1 The SSPP shall describe the safety training for personnel involved with the system-safety program.

6.2.11 Incident Reporting

6.2.11.1 The SSPP shall describe the incident alerting (including for mishaps and malfunctions), investigation and reporting processes, including notification of the Commonwealth.

6.2.12 System Safety Working Group

6.2.12.1 Where the SOW requires the Contractor to establish a System Safety Working Group (SSWG), the SSPP shall include a plan for the SSWG, including:

- a. objectives and the terms of reference for the SSWG;
- b. the membership and points of contact for the SSWG; and
- c. arrangements for the conduct of SSWG meetings.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-SOL-CSCR-P-V5.3

2. TITLE: CYBER SUPPLY CHAIN RISK PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Cyber Supply Chain Risk Plan (CSCR-P) is used to identify and track Cyber Supply Chain threats for Digitally Enabled Systems and Equipment (DESE) and Software, the associated risk assessments, the risk treatment options, and the existing and proposed risk controls associated with the Cyber Supply Chains for the Security Systems-of-Interest (SSoIs), including during design, development, build, operation and support. The Approved governing plan (eg, Materiel System Security Management Plan (MSSMP) or In-Service Security Management Plan (ISSMP), as applicable) provides the plan and associated processes for managing security-related risks, while the CSCR-P addresses the specific risk information relating to Cyber Supply Chain risks for the SSoIs (or relevant components thereof).

3.2 The Contractor uses the CSCR-P:

- a. to document the Cyber Supply Chain threats for the SSoIs/DESE/Software, including the associated risk assessments, and to review and update those threats and assessments as circumstances change during the acquisition phase and the in-service phase (as applicable);
- b. to document the risk treatment options, the existing and proposed risk controls, and the residual risk exposure;
- c. to advise the Commonwealth and, as applicable, the ICT and cyber Security Authorisation authorities and assessor(s) of the Cyber Supply Chain threats and risk assessments associated with the SSoIs; and
- d. as one of the security artefacts to provide assurance to the Commonwealth that the Contractor's security activities will result in the cyber-security requirements for a SSoI being achieved and maintained.

3.3 The Commonwealth uses the CSCR-P:

- a. to gain assurance that the Contractor has a sound Cyber Supply Chain program in place that complies with applicable Government and Defence security requirements and policies;
- b. to understand and evaluate the Contractor's approach to meeting the Cyber Supply Chain requirements of the Contract as part of the system security program for the acquisition phase and in-service phase (as applicable);
- c. to identify and understand the Commonwealth's involvement in the Contractor's Cyber Supply Chain program, including the monitoring of the Contractor's program;
- d. as an input to its own planning, including in relation to attaining and/or maintaining the required ICT/cyber Security Authorisations for a SSoI; and
- e. as part of the Objective Evidence provided to the relevant Defence authorities as part of initially obtaining and subsequently maintaining the required ICT/cyber Security Authorisations for a SSoI.

4. INTER-RELATIONSHIPS

4.1 The CSCR-P is subordinate to the following data items, where these data items are required under the Contract:

- a. Project Management Plan (PMP);
- b. Support Services Management Plan (SSMP);

- c. Systems Engineering Management Plan (SEMP);
- d. Contractor Engineering Management Plan (CEMP);
- e. Materiel System Security Management Plan (MSSMP); and
- f. In-Service Security Management Plan (ISSMP).

4.2 The CSCR-P inter-relates with the following data items, where these data items are required under the Contract:

- a. System Architecture Description (SAD), which identifies the product breakdown structure or system breakdown structure for the relevant SSols;
- b. Software List (SWLIST);
- c. Configuration Status Accounting Report (CSAR);
- d. any provisioning lists required under the Contract (eg, the Recommended Spares Provisioning List (RSPL) or the Recommended Provisioning List (RPL)); and
- e. the security-related data items required under the Contract (other than those identified under clause 4.1).

5. APPLICABLE DOCUMENTS

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

Governing Security Documents	(see the Glossary for the definition of this term)
CTIS	Australian Cyber Security Centre (ACSC) Cyber Threat Intelligence Sharing (CTIS) platform
NIST SP 800-30	Guide for Conducting Risk Assessments, Revision 1, September 2012
NIST SP 800-37	Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy, Revision 2, December 2018
ISO/IEC 27005:2022	Information security, cybersecurity and privacy protection – Guidance on managing information security risks
ASIO 18-9938	Security Manager's Guide: Supply Chain Security, 2018 ACSC Publication, 'Cyber Supply Chain Risk Management', May 2023 ACSC Publication, 'Identifying Cyber Supply Chain Risks', May 2023 ACSC Publication, 'Cloud Computing Security Considerations', October 2021
Defence ICT/Cyber SCRM Framework	The Defence ICT/Cyber Procurement Supply Chain Risk Management Framework, October 2020

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

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

Note: *This DID has been written on the basis that all SSols applicable to a Contract will be addressed within a single CSCR-P. Where this is not the case, such as may occur for larger*

Mission Systems (eg, aircraft or ship), the requirements of the DID should be interpreted in the context of the set of CSCRPs and associated SSols (or components thereof).

- 6.1.2** The CSCR-P shall be consistent with and, where applicable, comply with the Governing Security Documents. The CSCR-P shall accord with the risk management framework documented in the Approved governing plan (eg, PMP/SSMP, MSSMP or ISSMP), as applicable.
- 6.1.3** In relation to the delivery of each version of the CSCR-P for a SSol (eg, during the acquisition phase or as part of the development of a Major Change during the support phase), each version shall, at the time of delivery, be sufficiently complete to satisfy the purpose for which it is being provided (eg, to support the assessment of cyber Security Authorisation for a particular SSol or element thereof).
- 6.1.4** When the Contract has specified delivery of another data item that contains aspects of the required information, the CSCR-P should summarise these aspects and refer to the other data item.
- 6.1.5** 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.

6.2 Specific Content

6.2.1 Summary

- 6.2.1.1** The CSCR-P shall include a system-level summary of the CSCR-P, including:
- a. an overview of each SSol being assessed, including identifying any standalone elements, such as an item of Training Equipment or a security system within a Facility;
 - b. a brief description of the risk-assessment process undertaken, cross-referring to the Approved governing plan, as appropriate;
 - c. a summary of the Cyber Supply Chain risk sources considered, including the severity of risk exposures associated with these risk sources; and
 - d. the significant conclusions of the CSCR-P.

6.2.2 Scope

- 6.2.2.1** The CSCR-P shall identify the product breakdown structure or system breakdown structure (as applicable) for each SSol (or significant products within an SSol), which decomposes the system and its related subsystems to a level, which enables the identification of all DESE and Software components and any associated ICT services (eg, cloud computing services) that:
- a. form part of the SSol that will be obtained through the Contractor's Cyber Supply Chain or acquired through other means, such as from open-sources; and
 - b. have the potential to include cyber vulnerabilities or introduce cyber vulnerabilities into an SSol (or element thereof),
- (hereinafter known as '**Vulnerable Components / Services**').
- 6.2.2.2** The CSCR-P shall identify any assumptions and constraints associated with the assessment of the Cyber Supply Chains for an SSol, including any factors relating to the CSCR-P that are assumed but not confirmed and that have constrained the assessment of Cyber Supply Chain risks for the SSol.
- 6.2.2.3** In responding to the specific requirements of this DID, the CSCR-P shall describe how the Applicable Documents listed at clause 5 have been utilised to ensure that the CSCR-P will achieve the objectives and purposes set out in clause 3.
- 6.2.2.4** The CSCR-P shall describe the processes and timings for updating the CSCR-P as new items of DESE and/or proposed new suppliers are identified, including how the Commonwealth will be kept apprised of the updated risk assessments and any judgements arising from those risk assessments associated with these new aspects.

6.2.3 Supply Chain Risk Assessment

6.2.3.1 The CSCR shall identify and describe the Cyber Supply Chain risks applicable to the scope of the assessment identified through clause 6.2.2.

6.2.3.2 The CSCR shall consider the following Cyber Supply Chain risk sources (as described in the ACSC Publication, 'Identifying Cyber Supply Chain Risks') as a minimum:

- a. risks due to foreign control or interference;
- b. risks due to poor security practices, including by lower-tier suppliers (which could include, for example, insertion of counterfeits, unauthorised production, compromised / infected system images, malicious insiders, tampering, insertion of malicious software and hardware, and poor patch-management practices);
- c. risks due to lack of transparency;
- d. risks due to access and privileges; and
- e. risks due to poor business practices.

6.2.3.3 The CSCR shall include the following information for each identified Vulnerable Component / Service:

- a. the component/service title and unique identifier;
- b. a component/service description;
- c. the criticality (consequence) assessment conducted in accordance with the Defence ICT/Cyber SCRM Framework;
- d. the vulnerability (likelihood) assessment conducted in accordance with the Defence ICT/Cyber SCRM Framework;
- e. the existing controls (eg, as identified in Table Three of the Defence ICT/Cyber SCRM Framework or other source Approved by the Commonwealth Representative);
- f. the resultant risk exposure;

Note: The October 2020 version of the Defence ICT/Cyber SCRM Framework identifies five treatment options: Avoid, Share, Exploit, Accept and Reduce. For consistency of risk management practices across all aspects of the Contract, these five options should be mapped into the standard treatment options and language identified in the Contract.

- g. the treatment option(s) (ie, acceptance, reduction, transfer or avoidance);
- h. the treatment recommendation(s);
- i. the residual likelihood of occurrence after the identified treatment recommendations, which involve implementation actions, have been implemented;
- j. the residual consequence of realisation after the identified treatment recommendations, which involve implementation actions, have been implemented; and
- k. the residual risk exposure.

6.2.4 Risk Treatment Planning

Note: The risk-treatment plan for each Cyber Supply Chain risk may involve both initial activities as part of establishing the Cyber Supply Chain(s) as well as ongoing monitoring and surveillance activities, including (for example) the inclusion of specific provisions in Subcontracts and limiting the supply of particularly vulnerable components to only known and trusted suppliers (eg, from the Five Eyes (FVEY) countries). The Commonwealth expects that both sets of activities will be addressed in each risk-treatment plan (to the extent applicable), including how ongoing performance monitoring will be undertaken and how the Contractor will set up and/or manage its support arrangements to ensure that the risk-treatment plans will have ongoing validity.

- 6.2.4.1** The CSCR-P shall set out the Contractor's risk-treatment plan for each risk for which the risk-treatment option is to either:
- reduce the likelihood and/or reduce the consequence; or
 - avoid the risk by changing the design of the SSol to enable such avoidance to occur,
- with the aim of demonstrating that these risk-treatment plans, once implemented, will be sufficient to ensure that the SSol will be ASARP.
- 6.2.4.2** Each risk-treatment plan shall include:
- the position responsible within the Contractor's or supplier's organisation;
 - a brief description of the required scope of work;
 - the envisaged schedule for implementation, including the associated milestones;
 - the likely resources;
 - the envisaged cost; and
 - any other relevant information (eg, implementation risks and verification activities).
- 6.2.5 Residual Risk Exposure**
- 6.2.5.1** The CSCR-P shall record whether the residual risk exposure associated with each Cyber Supply Chain risk has been accepted by the Commonwealth in support of:
- if applicable, ICT Security Authorisation for the SSols (or elements thereof); and
 - cyber Security Authorisation for the SSols (or elements thereof).
- 6.2.5.2** The record of risk acceptance required under clause 6.2.5.1 shall include:
- the Contractor's risk acceptance authority by title and organisation, and date of acceptance;
 - the Commonwealth authority's concurrence or non-concurrence, as applicable, by title and organisation, and date of risk acceptance; and
 - identification details for the signed risk acceptance document(s).

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-SOL-CSCR-V5.3

2. TITLE: CYBER SECURITY CASE REPORT

3. DESCRIPTION AND INTENDED USE

3.1 The Cyber Security Case Report (CSCR) documents a comprehensive evaluation, at the time of the report, of the cyber threats and system vulnerabilities and their associated risks prior to test or operation of a Security System-of-Interest (SSol), following system modification, or prior to the Acceptance of an SSol (or element thereof). A CSCR may address multiple SSols if this is efficient and practicable.

3.2 The CSCR, including by reference to other security-related data items (which in totality form the 'Cyber Security Case'), identifies the cyber threats, associated risks, and measures to ensure that cyber threats have been either eliminated or their potential effects minimised so that the SSol (or element thereof) is assessed to be As Secure As Reasonably Practicable (ASARP) – in summary, all of the evidence needed to demonstrate that the cyber-related Security Outcomes have been, or will be¹, met. The CSCR documents the consultation outcomes between the Commonwealth and Contractor and formal risk acceptance decisions made.

3.3 The Contractor uses the CSCR to present an argument, supported by a body of evidence, to demonstrate that, for an SSol (or element thereof):

- a. when used in relation to the Acceptance of Supplies, the SSol (or element thereof) is ASARP and can be operated under a known threat environment with an acceptable level of risk of performance degradation due to cyber attack, as the cyber-related Security Outcomes have been, or will be, met;
- b. the applicable Defence and Government cyber-security requirements, including in relation to relevant Security Authorisations, design rules, standards, and codes of practice, have been satisfied and the residual security risks are acceptable; and
- c. the confidentiality, integrity and availability of the SSol (including the data processed, stored and/or communicated electronically or by similar means by the SSol) can be maintained during operations.

3.4 The Commonwealth uses the CSCR for an SSol (or element thereof):

- a. to determine that the cyber threats to Defence operations and system integrity have been identified and that the cyber-related Security Outcomes have been, or will be, met;
- b. when applicable, as a basis for evaluating system security prior to the Acceptance of Supplies;
- c. as the principle justification for assessing that risk of compromise from cyber attack has been mitigated to an 'acceptable level' based on the robustness of the arguments underpinning the CSCR; and
- d. as the basis for assessing and managing cyber-security risks throughout the life-cycle of an SSol.

4. INTER-RELATIONSHIPS

4.1 The CSCR is subordinate to the following data items, where these data items are required under the Contract:

- a. Systems Engineering Management Plan (SEMP);
- b. Contractor Engineering Management Plan (CEMP);

¹ Reference to 'will be' acknowledges that some measures can only be established through Defence processes and training.

- c. Materiel System Security Management Plan (MSSMP); and
- d. In-Service Security Management Plan (ISSMP).

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

- a. Cyber Supply Chain Risk Plan (CSCR);
- b. the security-related data items required for physical security, Emanation Security (EMSEC), and Information and Communications Technology (ICT) security; and
- c. Verification and Validation (V&V) data items, such as the V&V Plan (V&VP), Verification Cross Reference Matrix (VCRM), Acceptance Test Plans (ATPs), and Acceptance Test Reports (ATRs).

5. APPLICABLE DOCUMENTS

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

Governing Security Documents (see the Glossary for the definition of this term)

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

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

6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the CSCR shall summarise these aspects and refer to the other data item as part of the body of evidence.

6.1.3 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.

6.2 Specific Content

6.2.1 General

6.2.1.1 The CSCR shall comprise a comprehensive and structured body of evidence that demonstrates, by reasoned argument, that an SSol is suitable for Acceptance with respect to cyber security.

6.2.1.2 The CSCR shall include an executive summary.

6.2.1.3 Subject to clause 6.1.2, the CSCR shall provide a description of the SSol(s) to which the Cyber Security Case relates, including:

- a. the applicable configuration(s), roles, functions and environments, system boundaries, Targets of Security Assessment (ToSAs), major and security-critical Digitally Enabled Systems and Equipment (DESE) and Software, and areas of cyber-security risk that are worthy of particular attention; and
- b. where relevant, any interfaces and interactions with other systems and personnel that may present cyber-security interface risks that cannot be managed by a single Contractor or Commonwealth entity.

6.2.2 System Security Program

6.2.2.1 The CSCR shall provide a description of the system security program employed by the Contractor to provide assurances as to the integrity of the process used to develop and update the Cyber Security Case, including the Contractor's current assessment of cyber maturity against the Defence Cyberworthiness System (DCwS).

6.2.2.2 The description of the system security program shall summarise the analyses performed to achieve the cyber-related Security Outcomes, including:

- a. a summary of the system security engineering and management processes employed to meet the cyber security-related requirements of the Contract, with explicit reference to the quality procedures employed;
- b. a summary of the Cyber Security Assurance Basis, if one is required by the Contract;
- c. the overarching approach and procedural requirements to ensure the authenticity of materiel through the Cyber Supply Chain (as part of both the acquisition phase and the in-service phase);
- d. details of relevant Security Authorisations; and
- e. the responsibilities and accountabilities of Key Persons involved in the system security program.

6.2.2.3 The CSCR shall summarise the requirements, criteria and methodology used to classify and rank cyber threats, including any assumptions on which the criteria or methodologies were based or derived including the definitions for the cyber threat risk indices and of acceptable risk. Where data for extant subsystems, components and interfaces were incorporated into the analysis, the CSCR shall summarise how that existing data was validated and, if necessary, adapted for the configuration(s), role and environment applicable to an SSol (or element thereof).

6.2.3 SSol Cyber-Security Assessment

6.2.3.1 The CSCR shall demonstrate, through assessment based on Objective Evidence, how an SSol achieves the cyber-security requirements specified under the Contract, the requirements of relevant Australian legislation, codes of practice, civil and Defence regulatory requirements, and applicable design and safety standards.

6.2.3.2 The CSCR shall contain the Objective Evidence used to demonstrate that the cyber-related Security Outcomes for an SSol have been, or will be, met, including:

- a. a list of all cyber security-related risks with a residual (ie, post-treatment) risk level of medium or above, or as otherwise defined in the Approved MSSMP or the Approved ISSMP, as applicable;
- b. subject to clause 6.1.2, the cyber threats against which the analyses and risk assessments were undertaken;
- c. subject to clause 6.1.2, results of any cyber threat analyses conducted;
- d. subject to clause 6.1.2, the details of any calculations, analyses, tests or examinations necessary to demonstrate that the cyber-related Security Outcomes have been, or will be, met, including the actions undertaken to:
 - (i) identify cyber threats that could give rise to risks to the confidentiality, classification, availability and/or integrity of information and data processed, stored and/or communicated electronically or by similar means by the SSol;
 - (ii) identify cyber threats that could give rise to risks to operational effectiveness and/or achieving the Safety Outcome;
 - (iii) evaluate the actions taken to eliminate the cyber threats and associated risks to cyber security so that the SSol is assessed as ASARP; and
 - (iv) validate the performance of cyber security controls;
- e. subject to clause 6.1.2, recommendations applicable to cyber threats at, or caused by, the interface between the SSol and other system(s), where applicable;
- f. evidence that all applicable Security Authorisations and necessary security-related compliance assurance activities, as required by applicable security authorities, have been met;
- g. a list of all pertinent reference materials including reports, standards and regulations, specifications and requirements documents, design documentation, and operating, maintenance and other manuals, including the Approved ISSMP and Approved SSOPs;

- h. subject to clause 6.1.2, evidence to demonstrate that the Cyber Supply Chain's contribution to cyber security has been assessed, and that policies and procedures for continued Cyber Supply Chain assurance have been generated; and
- i. subject to clause 6.1.2, any additional supporting evidence reasonably required by the Commonwealth for the purposes of demonstrating that the cyber-related Security Outcomes for the SSol have been, or will be, met.

6.2.3.3 The CSCR shall contain a summary statement, signed by the Contractor's technical authority, declaring that the cyber-related Security Outcomes for an SSol have been met and the SSol is ready to undergo test, to operate, or to otherwise proceed into the next phase of its life cycle.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-SOL-DCERT-V5.3

2. TITLE: DESIGN CERTIFICATE

3. DESCRIPTION AND INTENDED USE

3.1 The Design Certificate (DCERT) is the document that certifies that a design conforms to the specified design requirements (with the exception of any items quoted on the DCERT) and is compliant with statutory obligations. The DCERT either includes, or refers to, the objective evidence necessary to support the claims of conformance.

3.2 The Contractor uses the DCERT to enable the individual approving each design or design change to certify that the design meets the contractual and statutory requirements and provide the certification required by any applicable ADF regulatory / assurance framework.

3.3 The Commonwealth uses the DCERT to provide confidence that a design meets the stated requirements, that the risks associated with a design are defined and have been controlled, and that the designer has addressed statutory obligations including the duties of a designer in accordance with Section 22 of the *Work Health and Safety Act 2011 (Cth)*.

4. INTER-RELATIONSHIPS

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

- a. System Specification (SS) for a Mission System, or specification for a modification;
- b. Support System Specification (SSSPEC);
- c. System Architecture Description (SAD);
- d. design documents; and
- e. Acceptance Verification and Validation (AV&V) data items.

5. APPLICABLE DOCUMENTS

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

AAP 8000.011	Defence Aviation Safety Regulations (DASR)
ANP3411-0101	Navy Materiel Assurance Publication
LMSM	Land Materiel Safety Manual
DEOP 100 Vol 2 Pt2 Chap 3	Explosive Ordnance Safety Regulations

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

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

6.1.2 The data item shall comply with any formatting requirements specified in the applicable ADF regulatory / assurance framework manual specified in the Statement of Work (SOW).

6.2 Specific Content

6.2.1 Identification of Certified Product

6.2.1.1 The DCERT shall identify the product to which the DCERT applies, including:

- a. item name;
- b. NATO Stock Number (NSN), if applicable;

- c. manufacturer's code (ie, the NATO Commercial and Government Entity (NCAGE) code);
- d. manufacturer's part / reference number; and
- e. any additional information required to ensure that the product identification is clear and unambiguous.

6.2.2 Design Requirements and Evidence of Conformance

6.2.2.1 The DCERT shall include:

- a. an index of the specifications / requirements, including applicable standards, against which the design was developed;
- b. an index of the design documentation;
- c. an index of the documentation that Verifies that the design conforms with the design requirements;
- d. confirmation of successful completion of all Acceptance V&V activities required under the Contract;
- e. details of any applicable ADF regulatory / assurance framework;
- f. certification that, except for any exceptions listed on the design certificate in accordance with subclause g, the design, or design change:
 - (i) conforms with the design requirements;
 - (ii) is suitable for use in the intended environment and operating scenarios as documented in the Operational Concept Document or Operational and Support Concept (as applicable to the Contract); and
 - (iii) that all calculations made during the course of the design are warranted correct;
- g. a list of exceptions from the design requirements;
- h. certification that the designer has met any statutory obligations including the further duties of a designer in accordance with Section 22 of the *Work Health and Safety Act 2011 (Cth)*; and
- i. details of the registration of any design or item requiring registration under Part 5.3 of the *WHS Regulations 2011 (Cth)*.

6.2.2.2 The DCERT shall include additional evidence reasonably required by the Commonwealth Representative, the *Work Health and Safety Act 2011 (Cth)*, and any ADF regulatory / assurance framework authority, in support of the requirements of clauses 6.2.2.1 and 6.2.4.

6.2.3 Issuing Authority

6.2.3.1 The DCERT shall identify the name and authority held by the individual approving the design, and the name and address of the company to which the individual belongs.

6.2.3.2 The DCERT shall be jointly signed by:

- a. the individual approving the design, as authorised by the Contractor and in accordance with any applicable ADF regulatory / assurance framework requirements; and
- b. the Contractor Representative.

6.2.4 ADF Regulatory / Assurance Framework Requirements

6.2.4.1 When a system certification program is required under the Contract, the DCERT shall include any additional supporting evidence required by the applicable ADF regulatory / assurance framework publication, as listed in clause 5.1 and specified in the SOW (including specifications), and the Approved governing plan for the system certification program.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-SOL-ECARS-V5.3

2. TITLE: EQUIPMENT CERTIFICATION TO ACCESS RADIOFREQUENCY SPECTRUM

3. DESCRIPTION AND INTENDED USE

3.1 The Equipment Certification to Access Radiofrequency Spectrum (ECARS) is required for the equipment, systems, sub-systems, Configuration Items (CIs), or end products that rely on the Radiofrequency Spectrum for their operation ('spectrum-dependant equipment'), as identified in accordance with the clause titled 'Access to the Radiofrequency Spectrum' in the SOW.

3.2 Radiofrequency Spectrum is a limited resource that must be shared between numerous Defence and civilian systems. The ability of a materiel solution to meet Defence's capability requirements may depend on sufficient Radiofrequency Spectrum access. Conversely, restricted and/or limited Radiofrequency Spectrum access may limit the capability of a solution.

3.3 The Australian regulatory framework for Radiofrequency Spectrum access is unique to that of other jurisdictions. In Australia, the Commonwealth may need to place restrictions on its utilisation of solutions that are compatible with other regulatory environments. Similarly, the Commonwealth may need to place restrictions on its utilisation of solutions that are designed to operate in Radiofrequency Spectrum designated for civilian.

3.4 The Contractor uses ECARS to advise the Commonwealth of the Radiofrequency Spectrum needs of proposed solutions and actual delivered.

3.5 The Commonwealth uses ECARS to:

- a. assess proposed solutions for their compliance with Australian regulatory and Defence-specific requirements, and any restrictions on spectrum availability that may affect operational capability or system performance; and
- b. obtain details of the technical characteristics of the delivered solution to support Radiofrequency Spectrum management for the operation of the delivered solution.

4. INTER-RELATIONSHIPS

4.1 The ECARS is subordinate to the following data items, where these data items are required under the Contract:

- a. Systems Engineering Management Plan (SEMP); and
- b. Contractor Engineering Management Plan (CEMP).

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

- a. Electromagnetic Environmental Effects Management Plan (E3MP);
- b. System Specification (SS);
- c. Support System Specification (SSSPEC);
- d. Design Documentation; and
- e. Design Certificate (DCERT).

5. APPLICABLE DOCUMENTS

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

AA 763 form	Technical Characteristics for Spectrum-Dependent Equipment
EMS Manual	Electromagnetic Spectrum Manual

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

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

6.2 Specific Content

6.2.1 General Requirements

- 6.2.1.1** An AA 763 form is required for each separate equipment or system component that requires access to, use of, or relies on the Radiofrequency Spectrum for its operation.

6.2.2 Specific Requirements

- 6.2.2.1** The AA 763 shall consist of information entered onto all pages for each piece of equipment, system, sub-system, CI or end product that requires access to, use of, or relies on the Radiofrequency Spectrum for its operation.
- 6.2.2.2** The AA 763 forms are to be amended, as required, to reflect any hardware or software design changes that affect radiofrequency performance.

Note: Refer to the 'DSO Guidance Document – Completing Form AA 763' for further guidance when completing the AA 763. The Defence Spectrum Office Spectrum Planning and Engineering section, contactable at spectrum.planners@defence.gov.au, can provide further advice on the completion of the AA 763 form.

Annex:

- A. Form AA 763



AA763 ECARS

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-SOL-HAR-V5.3

2. TITLE: HAZARD ANALYSIS REPORT

3. DESCRIPTION AND INTENDED USE

3.1 The purpose of the Hazard Analysis Report (HAR) is to document and communicate the results from a range of hazard analyses for achieving Materiel Safety and Environment related legislative compliance and contractual requirements. With regards to Materiel Safety and within the context of the individual report, the HAR demonstrates the achievement of Safety Outcomes. With regards to the Environment and within the context of the individual report, the HAR demonstrates the achievement of Environmental Outcomes. The HAR is used to report on a range of analyses, including the:

- a. preliminary hazard analysis,
- b. system hazard analysis,
- c. subsystem hazard analysis,
- d. operating and support hazard analysis,
- e. health hazard assessment,
- f. functional hazard analysis,
- g. system-of-systems hazard analysis, and
- h. environmental hazard analysis.

3.2 The Contractor uses the HAR to record and present the:

- a. identified hazards to health, safety and the environment;
- b. assessment of risks to health, safety and the environment associated with the identified hazards;
- c. results of calculations, analyses, tests and examinations performed to confirm that:
 - (i) Safety Outcomes will be, or have been, met; and
 - (ii) Environmental Outcomes will be, or have been, met; and
- d. identified controls and follow-on actions to be used in order to achieve Safety Outcomes and Environmental Outcomes.

3.3 The Commonwealth uses the HAR to:

- a. understand the hazards and associated risks to health, safety and the environment associated with the Materiel System;
- b. evaluate the Contractor's proposed controls for the identified hazards and risks;
- c. assist with evaluating whether:
 - (i) Safety Outcomes will be, or have been, met; and
 - (ii) Environmental Outcomes will be, or have been, met; and
- d. determine any follow-up actions that need to be undertaken by the Commonwealth in order to achieve Safety Outcomes and Environmental Outcomes.

4. INTER-RELATIONSHIPS

4.1 The HAR is subordinate to the following data items, where these data items are required under the Contract:

- a. Systems Engineering Management Plan (SEMP);

- b. System Safety Program Plan (SSPP);
- c. Contractor Engineering Management Plan (CEMP); and
- d. In-Service Materiel Safety Plan (IMSP).

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

- a. Project Management Plan (PMP);
- b. Hazard Log (HL);
- c. Safety Case Report (SCR);
- d. System Specification (SS);
- e. Support System Specification (SSSPEC);
- f. Design Documentation; and
- g. Failure Mode, Effects and Criticality Analysis Report (FMECAR).

5. APPLICABLE DOCUMENTS

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

ARPANSA Radiation Protection Series S-1	<i>Standards for Limiting Exposure to Radiofrequency Fields – 100 kHz to 300 GHz (2021)</i>
ARPANSA Radiation Protection Series S-1	<i>Advisory Note: Compliance of mobile or portable transmitting equipment (100 kHz to 300 GHz) (2021)</i>

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** 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.
- 6.1.3** When the Contract has specified delivery of another data item that contains aspects of the required information, the data item shall summarise these aspects and refer to the other data item.

6.2 Specific Content

6.2.1 Summary Results

6.2.1.1 The HAR shall include a summary of the results of the hazard analyses, including:

- a. **System/Element Description:** A summary description of the physical and functional characteristics of the system, subsystems or other elements to which the analysis applies. The description shall identify and describe the major elements considered during the analysis and identify the boundaries associated with the elements and to the analysis. Reference to more detailed descriptions, including specifications and design documentation, is included where such documentation is available.
- b. **Hazard analysis methods and techniques:** A description of each method and technique used to conduct the hazard analysis, including the assumptions made, the qualitative and quantitative data used, and traceability to the source data.
- c. **Hazard Analysis Results Summary:** A summary of the significant hazard analysis results including a conclusion about the level of risk identified and that expected to remain after the application of the identified controls and recommendations.

6.2.2 Hazard Analysis Results

6.2.2.1 The data item shall contain the results from the hazard analyses applicable to the type of HAR required, as described by options 1 to 8 below, and in accordance with the Approved SSPP or Approved IMSP, as applicable.

6.2.2.2 Where a HL is required under the Contract and the HL is concurrently accessible to the Commonwealth, then the delivered HAR should minimise duplication and refer to the applicable update / data release of the HL to supplement and form part of the HAR.

6.2.3 Option 1 – Preliminary Hazard Analysis Report

6.2.3.1 When the HAR is to include a Preliminary Hazard Analysis Report (PHAR), the hazard analysis results within the PHAR shall include:

- a. the identification and description of each hazard and its associated risks;
- b. the severity category, probability of occurrence, and initial Hazard Risk Index (HRI) assigned to each of the hazard's associated risks; and
- c. a description of the potential risk mitigation measures.

6.2.4 Option 2 – System Hazard Analysis Report

6.2.4.1 When the HAR is to include a System Hazard Analysis Report (SHAR), the hazard analysis results within the SHAR shall, in respect of subsystems and interrelationships, include:

- a. Verification of system compliance with the requirement to achieve Safety Outcomes;
- b. previously unidentified hazards associated with the design and the analysis of associated risks;
- c. recommended actions to eliminate the previously unidentified hazards and achieve Safety Outcomes;
- d. a description of system and subsystem events and the results of associated failure analysis that could create hazards or result in increased risk;
- e. the degradation of a subsystem or the total system;
- f. design changes that affect subsystem hazards and associated risks;
- g. the effects of human errors; and
- h. the determination as to:
 - (i) the contribution of system hardware and software events on potential mishaps;
 - (ii) whether related design requirements in the System Specification (SS) and Support System Specification (SSSPEC), as applicable, have been met; and
 - (iii) whether the methods for implementing design requirements and mitigating risk have introduced new hazards.

6.2.5 Option 3 – Subsystem Hazard Analysis Report

6.2.5.1 When the HAR is to include a Subsystem Hazard Analysis Report (SSHAR), the hazard analysis results within the SSHAR shall include:

- a. Verification of subsystem compliance with the requirement to achieve Safety Outcomes;
- a. previously unidentified hazards and the analysis of the associated risks; and
- b. the determination as to:
 - (i) the contribution of subsystem hardware and software events on potential mishaps;
 - (ii) whether related design requirements in the System Specification (SS) and Support System Specification (SSSPEC), as applicable, have been met; and

- (iii) whether the methods for implementing design requirements and mitigating risk have introduced new hazards; and

- c. recommended actions to eliminate the previously unidentified hazards and achieve Safety Outcomes.

6.2.6 Option 4 – Operating and Support Hazard Analysis Report

6.2.6.1 When the HAR is to include an Operating and Support Hazard Analysis Report (O&SHAR), the hazard analysis results within the O&SHAR shall include:

- a. details of operating and support activities involving known hazards;
- b. required changes to functional and design requirements for system hardware, software and Support Resources, needed to achieve Safety Outcomes;
- c. required features, devices, and equipment needed to achieve Safety Outcomes;
- d. requirements for Personal Protective Equipment (PPE), including details of its limitations with regards to minimising health and safety risks;
- e. requirements for warnings, cautions, and special emergency procedures within Technical Data;
- f. requirements for packaging, handling, storage, and transportation to achieve Safety Outcomes;
- g. requirements for the packaging, handling, storage, transportation, and disposal of Hazardous Chemicals;
- h. Training requirements associated with the reduction of risks;
- i. the effects of non-developmental items with other system components or subsystems;
- j. potentially hazardous system modes under operator control; and
- k. where applicable, details of existing comparable systems that provide background information relevant to operating and support hazard analysis.

6.2.7 Option 5 – Health Hazard Assessment

6.2.7.1 When the HAR is to include a Health Hazard Analysis Report (HHAR), the hazard analysis results within the HHAR shall include:

- a. hazard identification and description, including the exposure pathway to persons (eg, inhalation, absorption) and exposure characterisation (eg, rate of exposure);
- b. severity classification, probability of occurrence and the resulting HRI for each associated risk; and
- c. recommended actions for achieving Safety Outcomes including, where a hazard cannot be eliminated, the risk level(s) expected to be achieved through mitigation.

6.2.7.2 In addition to the requirements of clause 6.2.7.1, if the hazard involves a Hazardous Chemical, the hazard analysis results shall include, for the Hazardous Chemical:

- a. a cross-reference to the Safety Data Sheet (SDS), which shall be prepared in accordance with the requirements of DID-PM-HSE-SDS and delivered to the Commonwealth as supporting information to the HAR;
- b. characteristics, including the quantity and hazard class;
- c. a description of how it is used in each process or system component;
- d. an estimated rate of use within each process or component for the subsystem, system, and the program-wide impact; and
- e. the recommended disposition including, where applicable, possible substitution with less harmful alternatives.

6.2.7.3 In addition to the requirements of clause 6.2.7.1, if the hazard involves ergonomic factors, the hazard analysis results shall include:

- a. a description, including all work performance criteria such as:
 - (i) physical properties of all system components that personnel will manually handle or wear, or that will support personnel body weight;
 - (ii) a task analysis that lists the physical and cognitive actions that personnel will perform during typical operations and routine maintenance; and
 - (iii) exposures to mechanical stress encountered while performing work tasks;
 - (iv) characteristics in the design of the system or work processes that could degrade performance or increase the likelihood of erroneous actions that may result in mishaps; and
- b. requirements to operate and maintain the system from the sum of the physical and cognitive demands imposed on personnel and recommended strategies to reduce these demands through equipment or job redesign when considered necessary.

6.2.7.4 In addition to the requirements of clause 6.2.7.1, if the hazard involves environmental factors, the hazard analysis results shall include:

- a. a description of anticipated whole body movement, including whole body vibration, vehicle shock, and motions that are likely to result in musculoskeletal disorders, disorientation, or motion sickness;
- b. a description and quantification of the potential for blast overpressure and other sudden barotrauma and the estimated pressure changes, time and rate of onset, and frequency of occurrence;
- c. the identity and categorization of the main noise and vibration sources in the new or modified system(s);
- d. calculated estimates for noise, blast, and vibration levels and the identification of potential alternative processes and equipment that could minimise the adverse impacts;
- e. a description of the anticipated effect of protective equipment and engineering changes, if required, for mitigating personnel exposures to noise and vibration; and
- f. a description of the limitations of the protective equipment and the burden imposed with regard to weight, comfort, visibility, and the range of the population that would be accommodated.

6.2.7.5 In addition to the requirements of clause 6.2.7.1, where the hazard involves ionising and/or non-ionising radiation, the hazard analysis results shall include:

- a. the physical characteristics of radiation hazards and the physiological processes by which the hazard can affect or harm people as well as the criteria for assessing the resulting risk;
- b. an assessment of the RF exposure to personnel against the mandatory limits set in the ARPANSA Radiation Protection Series S-1, *Standard for Limiting Exposure to Radiofrequency Fields – 100 kHz to 300 GHz (2021)*; and
- c. where the RF device is designed to be used close to the human body, an assessment of the specific absorption rate against the criteria in ARPANSA Radiation Protection Series S-1, *Advisory Note: Compliance of mobile or portable transmitting equipment (100 kHz To 300 GHz)*.

6.2.8 Option 6 – Functional Hazard Analysis Report

6.2.8.1 When the HAR is to include a Functional Hazard Analysis Report (FHAR), the hazard analysis results included within the FHAR shall include:

- a. a decomposition of the system and its related subsystems to the major component level;
- b. a functional description of each subsystem and component identified;
- c. a functional description of interfaces between subsystems and components;

- d. identified hazards associated with the loss of function, degraded function or a malfunction;
- e. an assessment of the risk associated with each identified failure of a function, subsystem, or component, including severity classification, probability of occurrence and resulting HRI for each risk;
- f. an assessment of whether the functions identified are to be implemented in the design's hardware, software, or human control interfaces;
- g. an assessment of software control category and the assigned software criticality index for each safety-significant software function; and
- h. a list of requirements and constraints, to be included in the SS and/or SSSPEC, as applicable, that when successfully implemented will achieve Safety Outcomes.

6.2.9 Option 7 – System-of-Systems Hazard Analysis Report

6.2.9.1 When the HAR is to include a System-of-Systems Hazard Analysis Report (SOSHAAR), the hazard analysis results within the SOSHAAR shall include the:

- a. identified unique system-of-systems hazards and traceability of these hazards to architecture locations, interfaces, data, and the stakeholder(s) associated with each hazard;
- b. risk assessment(s) for identified unique system-of-systems hazard(s), and recommend control measures for achieving Safety Outcomes; and
- c. Verification and Validation of results for the effectiveness of recommended risk-mitigation measures.

6.2.10 Option 8 – Environmental Hazard Analysis Report

6.2.10.1 When the HAR is to include an Environmental Hazard Analysis Report (EHAR), the hazard analysis results within the EHAR shall include:

- a. hazard identification and description, as applicable to the system's life-cycle when considering:
 - (i) the use of Problematic Substances and Problematic Sources and the generation of environmental contaminants during normal system operations and support functions;
 - (ii) demilitarisation and disposal;
 - (iii) public health;
 - (iv) impact on sea, air and land resources and related ecosystems; and
 - (v) inadvertent release of Problematic Substances or other contaminants (eg, via mishap);
- b. severity classification, probability of occurrence and the resulting HRI for each associated risk, including any change to severity class descriptions if applicable;
- c. reference to related documentation (eg, environmental impact statements); and
- d. recommended actions for achieving Environmental Outcomes including, where a hazard to the Environment cannot be eliminated, the risk level(s) expected to be achieved through mitigation.

6.2.10.2 In addition to the requirements of clause 6.2.10.1, if the hazard involves a Problematic Substance, pollutant (including noise) or other contaminant, the hazard analysis results shall include, where applicable:

- a. a cross-reference to the SDS, which shall be prepared in accordance with the requirements of DID-PM-HSE-SDS and delivered to the Commonwealth as supporting information to the HAR;
- b. characteristics, including the relevant quantities and hazard class;
- c. a description of how it is used or generated in each process or system component;

- d. an estimated rate of use within each process or component for the subsystem, system, and the program-wide impact; and
- e. the recommended disposition including, where applicable, possible substitution with less harmful alternatives.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-SOL-HL-V5.3

2. TITLE: HAZARD LOG

3. DESCRIPTION AND INTENDED USE

3.1 The purpose of the Hazard Log (HL) is to provide a closed-loop hazard tracking system to record the identification, analysis, treatment and management of hazards and their associated risks. The HL provides a repository for the results of hazard analyses and acts as a source of evidence for the evaluation, reporting and, where applicable, certification of Materiel System safety.

3.2 The Contractor uses the HL, consistent with the scope of the Contract, to:

- a. record and manage identified hazards to health, safety and the environment associated with the Materiel System;
- b. provide a closed-loop record of the risks to health, safety and the environment associated with the identified hazards;
- c. record the acceptance and follow-on actions to achieve Safety Outcomes; and
- d. provide information for hazard analysis reports and inputs into Technical Data, including operator and Maintenance manuals and Training materials.

3.3 The Commonwealth uses the HL:

- a. to understand the hazards and associated risks to health, safety and the environment associated with the Materiel System,
- b. to review the Contractor's controls for the identified risks;
- c. to assist with evaluating whether or not the residual risk is acceptable; and
- d. as input to any actions arising from the system safety program that need to be undertaken by the Commonwealth with regard to Materiel System implementation.

4. INTER-RELATIONSHIPS

4.1 The HL is subordinate to the following data items, where these data items are required under the Contract:

- a. Systems Engineering Management Plan (SEMP);
- b. System Safety Program Plan (SSPP);
- c. Contractor Engineering Management Plan (CEMP); and
- d. In-Service Materiel Safety Plan (IMSP).

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

- a. Project Management Plan (PMP);
- b. Hazard Analysis Report (HAR);
- c. Safety Case Report (SCR);
- d. Materiel Safety Assessment (MSA);
- e. Health and Safety Management Plan (HSMP);
- f. design documentation; and
- g. Failure Mode, Effects and Criticality Analysis Report (FMECAR).

5. APPLICABLE DOCUMENTS

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

Nil

6. PREPARATION INSTRUCTIONS**6.1 Generic Format and Content**

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** The data item shall be based in electronic format acceptable to the Commonwealth (eg, a non-proprietary database), capable of producing outputs for a particular hazard analysis activity (eg, for a Preliminary Hazard Analysis), or each mishap risk and hazard in the HL, or other defined subset of the HL.
- 6.1.3** When the Contract has specified delivery of another data item that contains aspects of the required information, the data item shall summarise these aspects and refer to the other data item (including, for databases, the appropriate entry records or indices).

6.2 Specific Content

6.2.1 Hazard Log Contents

- 6.2.1.1** The HL shall include the following information, as relevant to each mishap risk and hazard:
- a. **Hazard Identification:** A unique hazard identification (index) number and brief description that identifies the hazard (eg, 'unintended radiation emitted from radar set waveguide').
 - b. **Hazard Description:** A detailed description of the potential/actual hazards inherent in the item being analysed, when resulting from normal or abnormal actions/ mishaps (eg, the hazards associated with the normal handling of a Problematic Substances as well as dealing with a spill of the Problematic Substances). The description is to identify the activities involving the hazard, the time periods, approximate frequency, and the number of personnel involved.
 - c. **Problematic Substances:** If hazards are associated with Problematic Substances, the following data shall also be recorded:
 - (i) identification of the Problematic Substances, including the common or trade name, chemical name, chemical formula or ingredients, identifying stock numbers, physical form (solid, liquid, gas), current manufacturers, and suppliers;
 - (ii) location of the Problematic Substances within the Mission System and Support System Components;
 - (iii) quantity of the Problematic Substances within the Mission System and Support System Components, with traceability to version-specific hardware designs;
 - (iv) application, process, or activity whereby quantities of the Problematic Substances are embedded into the Mission System or Support System Components, or used during operations and support of the Mission System;
 - (v) where a Problematic Substance is generated by the Materiel System, identify the circumstances under which generation occurs (eg, installation, test and evaluation, normal use, maintenance or repair of the system) and the quantity or rate of generation during operations and Maintenance;
 - (vi) reasonably anticipated quantities that may be discharged and the anticipated exposure rates during mishaps;
 - (vii) toxicity assessment, including a description of the expected frequency, duration, and amount of exposure (include the reference documentation, methods and calculations used to determine potency/toxicity assessment factors);
 - (viii) special control, training, handling measures, and Personal Protective Equipment (PPE) needed; and

- (ix) reference to the applicable Safety Data Sheets (SDSs), which shall be prepared in accordance with DID-PM-HSE-SDS and delivered to the Commonwealth with the HL as supporting information.
- d. **Problematic Sources:** If hazards are associated with Problematic Sources, the following data shall also be recorded:
 - (i) identification of the Problematic Source, including the name of the item that is or that contains the Problematic Source, the kind of Problematic Source (controlled material or controlled apparatus), type (ie, ionising or non-ionising radiation source) and the frequency or particle nature of the radiation, as applicable;
 - (ii) location of the Problematic Source within the Mission System and Support System Components;
 - (iii) the intended purpose and function of the Problematic Source;
 - (iv) for Problematic Sources that are controlled materials, the element or chemical name and symbol of the nuclide and its atomic mass, physical form (ie, solid, liquid or gas), chemical form (eg, organic compound), activity (in Becquerel), half life, recommended working life; and
 - (v) for Problematic Sources that are controlled apparatus, the operating parameters (eg, nominal and peak voltage), output parameters (eg, frequency range, wavelength, class), manufacturer and identification numbers, as applicable.
- e. **Element Failure Mode(s):** Identify all element failure modes which can result in a hazard including human errors, single point and common mode failures. Include the effects of failures and events occurring in other subsystem elements, hazards arising from functional relationships between elements and the potential contribution of other subsystem (including those developed by other contractors/sources, off-the-shelf, non-developmental items, and GFE hardware or software) events, faults, and occurrences (such as improper timing). In the case of functional hazard analysis, consider modes which include the loss of function, degraded function or malfunction, or functioning out of time or out of sequence for the subsystems, components, and interfaces. Failure modes generally answer the question of 'how' it fails.
- f. **Failure Propagation Mode(s):** Describe how the element failure mode can affect other elements, components, subsystems and systems. Identify the interfaces involved. In the case of functional hazard analysis, address functional interfaces in terms of connectivity and functional inputs and outputs. Consider the next effect in a possible mishap sequence until the final mishap outcome.
- g. **System/Element:** Identify the system and element that this analysis is concerned with. For example, if a portion of the analysis applies to a particular subsystem, then identify the parent system and subsystem. In the case of a functional hazard analysis, indicate whether the function is expected to be implemented by hardware, software, or human control interfaces and, where known, identify implementing hardware or software components. Functions allocated to software should be mapped to the lowest level of technical design or configuration item prior to implementation.
- h. **Applicability:** Identification of the version of specific hardware configurations of the system/subsystem or software releases, or Support System Component.
- i. **Requirements references:** Identification details for documents that provide traceability to specifications, where applicable.
- j. **System Event(s) Phase:** Describe the configuration or phase the system is in when the hazard is encountered; for example, during maintenance, during flight, during pre-flight, full-power applied, etc, or it could be encountered in all system events. Describe what is normally expected to occur as the result of operating the system/element during the system event phase.
- k. **Causal factor:** Hardware, software, human, operational environment or other factors contributing to the creation of the hazard or the level of associated risk.

- l. **Effect of Hazard:** Describe the detrimental (upstream and downstream) effects which could be inflicted on the subsystem, system, other equipment, facilities or personnel, resulting from this hazard.
- m. **Hazard Indication:** Identify all warnings or other indications of the presence of the hazard to operational/maintenance personnel.
- n. **Mishap:** Describe an event or series of events resulting in unintentional death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment.
- o. **Initial Risk Assessment:** Include an assessment of the risk associated with the hazard (classification of severity and probability of occurrence) and the resulting Hazard Risk Index. This is the assessment of the risk prior to taking any action to eliminate or control hazards and associated risks.
- p. **Residual Risk Assessment:** Include an assessment of the residual risk associated with the hazard and the resulting Hazard Risk Index (HRI). This is the assessment of the risk after taking action to achieve Safety Outcomes.
- q. **Event Risk Assessment:** Include an assessment of the risk associated with the hazard, and the resulting HRI, as it applies to a specified hardware/software configuration during an event. Typical events include developmental testing, operational testing, demonstrations, fielding, and post-fielding tests.
- r. **Recommended Action:** Include risk mitigation measures (identified and selected with traceability to version specific hardware configurations or software releases) and recommended actions necessary to achieve Safety Outcomes. Sufficient technical detail is required in order to permit the Contractor and the Commonwealth to consult and adequately develop and assess criteria resulting from the analysis including the identification of:
 - (i) changes needed in functional or design requirements for system hardware, software, facilities, tooling, or support/test equipment;
 - (ii) alternative designs and life cycle cost impact where appropriate. In the case of a functional hazard analysis, identify the requirements and constraints (to be included in the specifications) that, when successfully implemented, will achieve Safety Outcomes (eg, requirements for fault tolerance, detection, isolation, annunciation, or recovery);
 - (iii) required warnings, cautions, signage, supervision, access controls, safe work methods and special emergency procedures, including those to be included in operator, materials handling and maintenance manuals, and Training;
 - (iv) requirements for packaging, handling, storage, and transportation;
 - (v) requirements for Personal Protective Equipment (PPE), where needed, and limitations for PPE use; and
 - (vi) any other information related to managing risks to health, safety and the environment.
- s. **Status:** Provide the status of actions to implement the recommended, or other, hazard controls. The status shall include not only an indication of 'open' or 'closed' but also reference to the evidence, including applicable drawing(s), specification(s) and procedure(s), which support closure of the particular hazard.
- t. **V&V method:** The V&V methods for risks and risk reduction following mitigation.
- u. **Owner:** Person(s) and/or organisational element responsible for managing the particular hazard and its associated risks.
- v. **Risk Acceptance:** Record of risk acceptance(s), including:
 - (i) the Contractor's risk acceptance authority by title and organisation, and date of acceptance;
 - (ii) the Commonwealth authority's concurrence, as applicable, by title and organisation, and date of risk acceptance;

- (iii) where applicable, the Approval by the Commonwealth Representative of a Problematic Substance or Problematic Source, within the applicable system or element; and
- (iv) identification details for the signed risk acceptance document(s).

Note: Commonwealth 'risk acceptance' is not Acceptance. It acknowledges Commonwealth concurrence with the Contractor's approach to minimising health, safety and Environmental risks. If a Problematic Substance or Problematic Source is the subject of risk acceptance, the HL records Commonwealth Approval of that Problematic Substance or Problematic Source, within the context of that risk.

- w. **Hazard management log:** A record of the hazard entry and changes made to any part of the hazard record during the system's life-cycle.
- x. **Remarks:** Include any other information relating to the hazard not covered elsewhere by this DID (eg, applicable documents, previous failure data on similar systems, or administrative directions).

DATA ITEM DESCRIPTION

1. **DID NUMBER:** DID-ENG-SOL-PSECDD-V5.3

2. **TITLE:** PHYSICAL SECURITY DESIGN DOCUMENT (PSECDD)

3. DESCRIPTION AND INTENDED USE

3.1 The Physical Security Design Document (PSecDD) sets out how the design of the Mission System implements the physical security requirements and guidance contained in:

- a. the System Specification (SS) for each different type of Mission System;
- b. the applicable documents identified at clause 5.1; and
- c. any other applicable physical security standards, as determined by the Contractor.

Notes:

- ***The earlier version(s) of the PSecDD describe the design approach to satisfy the physical security requirements, while the later version(s) set out the record of the actual implementation of the design to provide one of the artefacts required for Security Authorisation(s) for the physical security for the Mission System.***
- ***The Contractor prepares the PSecDD under guidance from the Commonwealth Representative, and the Commonwealth submits the document to the relevant authority(ies) in support of the required Security Authorisation(s) for the physical security of the Mission System.***

3.2 The Contractor uses the PSecDD as one of the physical security artefacts:

- a. to detail the design approaches to be used, or that have been used, to address the physical security requirements as they apply to the Mission System;
- b. to advise the Commonwealth and the associated Security Authorisation authority(ies) for the physical security of the design solution used to address the physical security requirements for the Mission System, including those physical security requirements needed for Information and Communications Technology (ICT) security and cyber security; and
- c. to provide assurance to the Commonwealth that the Contractor's system security program will enable the physical security requirements for the Mission System to be achieved.

3.3 The Commonwealth uses the PSecDD:

- a. to gain assurance that physical security considerations are taken into account during the design and implementation of the Mission System;
- b. to understand and evaluate the Contractor's approach to meeting the physical security requirements for the Mission System as part of the system security program;
- c. to identify and understand the Commonwealth's involvement in the Contractor's physical security program, including the monitoring of the Contractor's program; and
- d. as one of the suite of physical security artefacts provided to the relevant Defence authorities as part of obtaining the required Security Authorisation(s) for physical security for the Mission System.

4. INTER-RELATIONSHIPS

4.1 The PSecDD is subordinate to the following data items, where these data items are required under the Contract:

- a. Systems Engineering Management Plan (SEMP);
 - b. Contractor Engineering Management Plan (CEMP);
 - c. Materiel System Security Management Plan (MSSMP);
 - d. In-Service Security Management Plan (ISSMP); and
 - e. ADF regulatory / assurance plans.
- 4.2** The PSecDD inter-relates with the following data items, where these data items are required under the Contract:
- a. SS for each different type of Mission System;
 - b. System Architecture Description (SAD);
 - c. the security-related data items required under the Contract (other than those identified under clause 4.1);
 - d. Mission System Technical Documentation Tree (MSTDT); and
 - e. the Verification and Validation (V&V) data items required under the Contract (eg, V&V Plan (V&VP), Verification Cross Reference Matrix (VCRM), and Acceptance Test Reports (ATRs)).

5. APPLICABLE DOCUMENTS

Note to drafters: Amend the reference documents to suit the requirements of the Contract.

- 5.1** The following documents form a part of this DID to the extent specified herein:
- Governing Security Documents (see the Glossary for the definition of this term)
- Physical Security Standards – HMA Ships,
Submarines & Watercraft, Version 4.0, 17Dec20

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** 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.

6.2 Specific Content

6.2.1 Introduction

- 6.2.1.1** The PSecDD shall provide a brief overview of the Mission System, including its purpose.
- 6.2.1.2** The PSecDD shall describe the purpose, scope and objectives of the PSecDD, including identifying the information required by the Security Authorisation authority(ies) in support of the required Security Authorisation(s) for physical security for the Mission System.
- 6.2.1.3** The PSecDD shall describe the constraints and assumptions associated with the PSecDD, including in relation to the design and implementation of the physical security requirements.
- 6.2.1.4** The PSecDD shall set out any conventions used throughout the document to satisfy the requirements of this DID.

6.2.2 Physical Security Threat and Risk Assessment

- 6.2.2.1** The PSecDD shall set out the physical security threat and risk assessment for the Mission System, as determined in accordance with the processes set out in the Approved MSSMP.

6.2.3 General Requirements

6.2.3.1 The PSecDD shall provide a summary of the physical security requirements to be met by the Mission System, including:

- a. the requirements contained in the Mission System SS;
- b. the requirements derived from the applicable documents identified at clause 5.1;
- c. the physical security threat and risk assessment pursuant to clause 6.2.2 of this DID; and
- d. any other requirement sources used by the Contractor.

6.2.3.2 The PSecDD shall:

- a. identify all elements of the Mission System's design that have a bearing on physical security for the Mission System;
- b. provide an assessment on a building-by-building, room-by-room and/or compartment-by-compartment (as applicable) assessment of the physical security design requirements for the Mission System; and
- c. summarise all identified security considerations.

6.2.4 Design Description

6.2.4.1 The PSecDD shall describe the design of the Mission System to satisfy the physical security requirements of the Mission System identified pursuant to clause 6.2.3.1 of this DID, including:

- a. an overview of the design philosophy employed;
- b. details of the physical security design for each of the Mission System buildings/rooms/compartments, including construction details;
- c. details on the physical security design associated with following specific subjects:
 - (i) weapons and deployable systems;
 - (ii) Digitally Enabled Systems and Equipment (DESE) and associated networks (eg, to prevent tampering and mitigate cyber-related risks);
 - (iii) drugs and medical supplies;
 - (iv) classified materials, including documentation and equipment;
 - (v) cash and valuables;
 - (vi) attractive areas (ie, attractive targets for theft, misuse or unauthorised access);
 - (vii) key management containers;
 - (viii) safes; and
 - (ix) security hardware; and
- d. any other information required by the Security Authorisation authority(ies) to achieve the required Security Authorisation(s) for physical security.

6.2.4.2 The design description shall include drawings, scenarios of operation, and any other materials needed to set out the physical security design of the Mission System so that the Security Authorisation authority(ies) can properly assess the Mission System as designed.

6.2.5 Physical Security Implementation

6.2.5.1 After construction of the Mission System is complete and as required by the CDRL, the PSecDD shall describe the actual implementation to satisfy the physical security requirements, including:

- a. the implementation details associated with the items identified under clause 6.2.4 of this DID; and
- b. the Verification and Validation results that confirm that the physical security requirements identified pursuant to clause 6.2.3.1 of this DID have been satisfied.

Note: At this time, the PSecDD may be renamed to “Physical Security Design Record (PSecDR)”.

6.2.5.2 The implementation description shall include any issues that may have arisen due to changes to the physical security requirements that have changed since the design and construction baselines were established.

6.2.5.3 The implementation description shall include drawings, photographs, and any other materials needed to set out the actual physical security implementation details for the Mission System so that the Security Authorisation authority(ies) can properly assess the Mission System as built.

6.2.6 Physical Security Data Pack

6.2.6.1 This PSecDD shall identify the Engineering Design Data files (eg, three-dimensional modelling and computer-aided design data) for the systems and equipment installed into the Mission System, which document how the Mission System complies with the physical security requirements.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ENG-SOL-SCR-V5.3

2. TITLE: SAFETY CASE REPORT

3. DESCRIPTION AND INTENDED USE

3.1 The Safety Case Report (SCR) documents a comprehensive evaluation, at the time of the report, of the mishap and safety hazards and their associated risks prior to test or operation of the system, following system modification, or prior to the Acceptance of Mission Systems and applicable Support System Components. The SCR, including by reference to other system-safety related data items (which in totality form the 'Safety Case'), identifies the hazards, associated risks, and measures to ensure that hazards have been eliminated so far as is reasonably practicable or, if it is not reasonably practicable to eliminate hazards, the measures to eliminate (or, otherwise, minimise) the associated risks so far as is reasonably practicable – in summary, all of the evidence needed to demonstrate that Safety Outcomes have been, or will be¹, met. The SCR documents the consultation outcomes between the Commonwealth and Contractor and formal risk acceptance decisions made.

3.2 The Contractor uses the SCR to present an argument, supported by a body of evidence, to show that:

- a. when used in relation to the Acceptance of Supplies, the Materiel System is safe for the purposes which are expressly stated, as Safety Outcomes have been met;
- b. the applicable safety requirements, including relevant Australian legislation, design rules, standards, and codes of practice, have been satisfied; and
- c. the safety requirements established by any applicable certification authorities have been satisfied.

3.3 The Commonwealth uses the SCR:

- a. to determine that the system hazards to health and safety have been identified and that Safety Outcomes have been, or will be, met;
- b. to determine that the associated certification requirements have been satisfied;
- c. when applicable, as a basis for evaluating Materiel Safety prior to the Acceptance of Supplies;
- d. to obtain necessary safety certifications from Defence regulatory and safety authorities; and
- e. as the basis for assessing and managing health and safety risks throughout the system's life-cycle.

4. INTER-RELATIONSHIPS

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

- a. Project Management Plan (PMP);
- b. Systems Engineering Management Plan (SEMP);
- c. System Safety Program Plan (SSPP);
- d. In-Service Materiel Safety Plan (IMSP);
- e. Software Management Plan (SWMP);
- f. Hazard Analysis Report (HAR); and

¹ Reference to 'will be' acknowledges that some measures can only be established through Defence processes and training.

- g. Hazard Log (HL).

5. APPLICABLE DOCUMENTS

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

Nil.

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1 The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, the SCR shall summarise these aspects and refer to the other data item as part of the body of evidence.
- 6.1.3 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.

6.2 Specific Content

6.2.1 General

- 6.2.1.1 The SCR shall comprise a comprehensive and structured body of evidence that demonstrates, by reasoned argument, that the delivered Materiel System is suitable for Acceptance with respect to Materiel Safety.
- 6.2.1.2 The SCR shall include an executive summary.
- 6.2.1.3 Subject to clause 6.1.2, the SCR shall provide a description of the Materiel System to which the Safety Case relates, including:
- the applicable configuration(s), roles, functions and environments, system boundaries, major and safety-critical components and areas of safety-related risk that are worthy of particular attention; and
 - where relevant, any interfaces and interactions with other systems and personnel that may present safety-related interface risks that cannot be managed by a single Contractor or Commonwealth entity.

6.2.2 System Safety Program

- 6.2.2.1 The SCR shall provide a description of the system-safety program employed by the Contractor to provide assurances as to the integrity of the process used to develop and update the Safety Case, including the current assessment of Materiel Safety.
- 6.2.2.2 The description of the system-safety program shall summarise the analyses performed to achieve Safety Outcomes, which is to include:
- the safety engineering and safety management processes employed to meet the safety-related requirements of the Contract;
 - internal and external audits conducted during the development of the Supplies to provide assurances that the system-safety management system was implemented as defined;
 - details of relevant design and safety certificates or licences; and
 - the responsibilities and accountabilities of Key Persons involved in the safety engineering and safety management program.
- 6.2.2.3 The SCR shall summarise the requirements, criteria and methodology used to classify and rank hazards, including any assumptions on which the criteria or methodologies were based or derived including the definitions for the hazard risk indices and of acceptable risk. Where data for extant subsystems, components and interfaces were incorporated into the analysis, the SCR shall summarise how that existing data was validated and, if necessary, adapted for the configuration, role and environment applicable to the Materiel System.

6.2.3 Materiel Safety Assessment

6.2.3.1 The SCR shall demonstrate, through assessment based on objective quality evidence, how the Materiel System achieves safety-related requirements specified under the Contract, the requirements of relevant Australian legislation, codes of practice, civil and Defence regulatory requirements, and applicable design and safety standards.

6.2.3.2 The SCR shall contain the objective quality evidence used to demonstrate Materiel Safety including:

- a. a list of all safety-related risks with a residual (ie, post-treatment) risk level (as documented in the hazard risk index) of medium or above, or as otherwise defined in the Approved SSPP;
- b. subject to clause 6.1.2, the Hazard Log;
- c. subject to clause 6.1.2, results of the hazard analyses conducted;
- d. subject to clause 6.1.2, the details of any calculations, analyses, tests or examinations necessary to demonstrate that Safety Outcomes have been, or will be, met including the actions undertaken to:
 - (i) identify system hazards that could give rise to risks to health and safety, and the associated risks to health and safety;
 - (ii) evaluate the actions taken to eliminate the hazards and associated risks to health and safety so far as is reasonably practicable and, where elimination is not reasonably practicable, to minimise the associated risks to health and safety so far as is reasonably practicable; and
 - (iii) validate safety criteria, requirements and analyses;
- e. subject to clause 6.1.2, recommendations applicable to hazards at, or caused by, the interface between the Supplies and other system(s), where applicable;
- f. for the Mission System subsystems (eg, pressure vessels) and Support System Components (eg, hoists, cranes) included in the Supplies that are or that contain items of plant where registration of the design of that plant is required under WHS Legislation², copies of the registration documents provided by the Commonwealth, State or Territory regulator;
- g. evidence that all applicable certifications (other than Australian design registration details included in the SCR in accordance with clause 6.2.3.2f) and necessary safety-related compliance assurance activities, as required by applicable third party regulatory and safety authorities, have been met;
- h. a list of all pertinent reference materials including reports, standards and regulations, specifications and requirements documents, design documentation, Safety Data Sheets, and operating, maintenance and other manuals; and
- i. subject to clause 6.1.2, any additional supporting evidence reasonably required by the Commonwealth for the purposes of demonstrating Materiel Safety.

6.2.3.3 The SCR shall contain a summary statement, signed by the Contractor's technical authority, declaring that the system's Materiel Safety requirements have been met and the system's readiness for test, to operate or to otherwise proceed to the next phase of its life cycle.

² Refer to Part 5.3 of the *WHS Regulations 2011* (Cth).

DATA ITEM DESCRIPTION

1. **DID NAME:** DID-ENG-SOL-SRMP-V5.3

2. **TITLE:** SECURITY RISK MANAGEMENT PLAN

3. **DESCRIPTION AND INTENDED USE**

3.1 The Security Risk Management Plan (SRMP) is used to identify and track threats to Information and Communications (ICT) security and cyber security, the associated risk assessments, the risk treatment options, and the existing and proposed risk controls associated with a Security System-of-Interest (SSoI) (eg, the Mission System), including during development, Verification and Validation (V&V), commissioning, operation and support, so that Defence is able to understand the level of risk exposure posed by the system. The Approved governing plan (eg, Materiel System Security Management Plan (MSSMP) or In-Service Security Management Plan (ISSMP)) provides the plan and associated processes for managing the risks associated with ICT security and cyber security, while the SRMP addresses only the risk assessment aspects of ICT/cyber-security risk management for the Targets of Security Assessment (ToSAs) for a SSoI. This includes the Digitally Enabled Systems and Equipment (DESE) within each SSoI.

Note: This DID has been written on the basis that all ToSAs for a SSoI will be addressed within a single SRMP (including when the ToSA and the SSoI are one and the same). Where this is not the case, such as may occur for larger Mission Systems (eg, aircraft or ship), the requirements of the DID should be interpreted in the context of the set of SRMPs and associated ToSAs. The ToSAs are either identified in the Approved governing plan or in the System Security Plan(s) (SSP(s)) for a SSoI.

3.2 The SRMP serves two purposes:

- a. during the design and implementation phases for a SSoI, it provides a supporting artefact for the design process, describing the risk assessment and proposed risk treatments for the identified threats, to demonstrate that the ICT/cyber-security controls are suitable and sufficient and the SSoI is likely to be assessed to be As Secure As Reasonably Practicable (ASARP); and
- b. during the Security Authorisation assessment phases for a SSoI, it provides a consolidated reference or summary of the risk basis underpinning the ICT/cyber-security controls that have or have not been implemented, and is one of the artefacts for obtaining the required Security Authorisations for ICT security and cyber security.

3.3 The Contractor uses the SRMP:

- a. to document the ICT/cyber-security threats and associated risk assessments for a SSoI;
- b. to document the risk-treatment options and associated plans, the existing and proposed risk controls, the controls not implemented and not proposed to be implemented, and the residual risk exposure;
- c. to advise the Commonwealth and the ICT and cyber Security Authorisation assessor(s) of the ICT/cyber-security threat and risk assessments associated with a SSoI/ToSA during the design, implementation and assessment phases; and
- d. as one of the ICT/cyber-security artefacts to provide assurance to the Commonwealth that the Contractor's ICT/cyber-security activities will enable the Security Outcomes for a SSoI to be achieved, particularly to demonstrate that the SSoI/ToSA is ASARP.

3.4 The Commonwealth uses the SRMP:

- a. to understand, assess and manage ICT/cyber-security risks associated with a SSoI, including to review the Contractor's controls for the identified risks and to assist with evaluating whether or not the residual risk is acceptable;
- b. to understand and evaluate the Contractor's approach to meeting the ICT/cyber-security requirements of the Contract as part of the system security program,

including to understand the Commonwealth's involvement in the Contractor's ICT/cyber-security program;

- c. as an input to its own planning, including to identify any actions arising from the system security program that need to be undertaken by the Commonwealth with regard to the implementation of a SSol; and
- d. as one of the suite of ICT/cyber-security artefacts provided to the relevant security authorities as part of obtaining the required ICT and cyber Security Authorisations for a SSol.

4. INTER-RELATIONSHIPS

4.1 The SRMP is subordinate to the following data items, where these data items are required under the Contract:

- a. Systems Engineering Management Plan (SEMP);
- b. Contractor Engineering Management Plan (CEMP);
- c. Materiel System Security Management Plan (MSSMP);
- d. In-Service Security Management Plan (ISSMP);
- e. System Safety Program Plan (SSPP); and
- f. In-service Materiel Safety Plan (IMSP).

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

- a. System Specification (SS) for each different type of SSol;
- b. the security-related data items required under the Contract (other than those identified under clause 4.1); and
- c. the safety-related data items (eg, Hazard Log and Safety Case Report (SCR) or Materiel Safety Assessment (MSA)).

5. APPLICABLE DOCUMENTS

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

Note to drafters: Amend the following list of Applicable Documents to suit the requirements of the Contract. Do not include documents that are included within the 'Governing Security Documents'.

Governing Security Documents	(see the Glossary for the definition of this term)
NIST CSF 2.0	National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF), Version 2.0, February 26, 2024
NIST SP 800-30	Guide for Conducting Risk Assessments, Revision 1, September 2012
NIST SP 800-37	Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy, Revision 2, December 2018
NIST SP 800-53	Security and Privacy Controls for Information Systems and Organizations, Revision 5, September 2020
NIST SP 800-53A	Assessing Security and Privacy Controls in Information Systems and Organizations, Revision 5, January 2022
NIST SP 800-82	Guide to Operational Technology Security, Revision 3, September 2023
ISA/IEC 62433 series	Security for Industrial Automation and Control Systems

ISO/IEC 27005:2022

Information security, cybersecurity and privacy protection –
Guidance on managing information security risks**6. PREPARATION INSTRUCTIONS****6.1 Generic Format and Content**

6.1.1 Subject to clause 6.1.2, the data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 Where a SRMP is required for an ICT Security Authorisation, the format and content requirements for the SRMP shall comply with any template for a SRMP issued by Defence in addition to the content requirements set out in clauses 6.1.3 to 6.1.7 and clause 6.2 of this DID.

Note to drafters: *The SRMP implements the risk processes defined in the Approved governing plan. Attention is drawn to the Note to drafters in the MSSMP and ISSMP DIDs, which highlights the implications associated with the selection of either the CASG 5x5 matrix or the PSPF 6x6 matrix as the basis for these risk processes.*

6.1.3 The SRMP shall be consistent with and, where applicable, comply with the Governing Security Documents. The SRMP shall accord with the risk management framework documented in the Approved governing plan (eg, SEMP, MSSMP or ISSMP), as applicable.

6.1.4 Where the Approved governing plan identifies that more than one SRMP will be developed to address the ToSAs within an SSol, each SRMP shall identify the full scope of ToSAs and the associated SRMPs for the SSol, including the relationships between them (if any).

6.1.5 While early versions of the SRMP for a SSol may contain threats and risk assessments for one or more components of, or ToSAs for, a SSol, the final version of the SRMP for a SSol shall contain the complete set of threats and associated risk assessments for all ToSAs within the SSol.

6.1.6 When the Contract has specified delivery of another data item that contains aspects of the required information, the SRMP should summarise these aspects and refer to the other data item.

6.1.7 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.

6.2 Specific Content – Part 1

6.2.1 Executive Summary

6.2.1.1 The SRMP shall include a system-level summary of the SRMP, including:

- a. an overview of the ToSAs and the SSol being assessed;
- b. a brief description of the risk-assessment process that has been undertaken, cross-referring to the Approved governing plan, as appropriate;
- c. a summary table of the threats considered alongside the severity of risk exposures associated with these threats; and
- d. the significant conclusions of the SRMP.

6.2.2 Scope

6.2.2.1 The SRMP shall define the scope of the threat and risk assessment that has been undertaken, identifying the SSol, the ToSAs addressed by the SRMP, the associated SSP(s), and the SSol assets under threat.

6.2.2.2 The SRMP shall identify the stakeholders associated with the SSol and the ToSAs, including the System Owner, project sponsor, acquirer, user, developer, support agencies, and the relevant authorities for each different type of required Security Authorisation.

6.2.2.3 The SRMP shall identify any assumptions and constraints associated with the threat and risk assessments conducted for the ToSAs and/or the SSol, including any factors relating

to the SRMP which are assumed but not confirmed and which have constrained the assessment of security risk for the ToSAs/SSol.

6.2.3 Threat and Risk Assessment

6.2.3.1 The threat and risk assessment elements of the SRMP shall describe how the Applicable Documents listed at clause 5 have been utilised to ensure that the SRMP will achieve the purposes and required outcomes set out in clause 3.

6.2.3.2 The SRMP shall describe the threat identification and modelling methodology applied (eg, attack trees, MITRE ATT&CK® framework, STRIDE¹ threat model, context analysis, operational scenario analysis, or a combination of methodologies), including the use of threat intelligence sources and reporting.

Note: *In addressing the following requirement, the SRMP only needs to address the most applicable threats relevant to the SSol (or element thereof) and its operating context. The analysis should be informed by both cyber threat intelligence reporting and knowledge of the SSol design and the associated operational and support concepts.*

6.2.3.3 The SRMP shall identify and describe the threats applicable to the scope of the assessment addressed through the SRMP, including identifying the risk threat profile that will help to predict potential future attacks and/or attack trends applicable to the SSol.

6.2.3.4 The SRMP shall address ICT/cyber-security risks in relation to:

- a. confidentiality, integrity and availability of systems and data; and
- b. the cyber-security functions of Identify, Protect, Detect, Respond and Recover (as these terms are defined in NIST CSF 2.0).

6.2.3.5 For each identified threat, the SRMP shall include the following information:

- a. threat title and unique identifier;
- b. threat description, including threat type and characteristics, including the causes of the threat (ie, what needs to occur for the threat to eventuate);
- c. threat source(s) (ie, the sources (malicious or otherwise) likely to realise the threat, including the actors or agencies behind the threat (if known));
- d. asset(s) affected (ie, which systems, subsystems and assets identified in the 'scope' section are vulnerable to the threat), including any potential downstream or upstream implications for other systems that interact with, or interface to, the SSol/ToSA;
- e. overview (ie, a short description of how the threat sources and affected assets link to the threat for the ToSAs/SSol, including how the threat accesses or compromises the system, subsystem or asset, or what circumstances, phases or locations does the threat present itself);
- f. likelihood of occurrence;
- g. consequence of realisation in terms of confidentiality, integrity and availability of systems and data, and the impacts of these consequences on the mission, safe operation of the ToSAs/SSol, information security, or some other function or combination of functions;

Notes:

a. *The information provided in response to the following requirement will evolve as the design and implementation of the ToSA/SSol progresses (ie, as a control to be implemented becomes an existing control).*

b. *The Approved SSP will identify the publications from which the controls have been derived, which will include the ISM and DSPF and any complementary publications (eg, NIST SP 800-82 or ISA-62443 series) agreed by the Commonwealth.*

h. controls to be incorporated, including:

- (i) existing controls (ie, the controls already implemented in the ToSA/SSol);

¹ [STRIDE](#) is an acronym for six threat categories: Spoofing identity, Tampering with data, Repudiation threats, Information disclosure, Denial of service and Elevation of privileges

- (ii) other controls that the Contract intends to implement, either fully or partially;
- (iii) other available controls that the Contractor does not intend to implement (either fully or partially),

as set out in the associated SSP(s), including the Contractor's assessment as to whether the controls are effective at managing the threats/risks to the SSol;

- i. resultant risk exposure;
- j. treatment option (ie, acceptance, reduction, transfer or avoidance);
- k. treatment recommendation(s);
- l. residual likelihood of occurrence after the identified treatment recommendations, which involve implementation actions, have been implemented;
- m. residual consequence of realisation after the identified treatment recommendations, which involve implementation actions, have been implemented; and
- n. residual risk exposure.

6.2.3.6 For all threats that affect the safe operation and/or support of the SSol, the risk assessments and associated controls for these threats shall be entered into the Hazard Log element of the SCR/MSA, and managed in accordance with the Approved SSPP. The SRMP shall identify the specific ICT/cyber threats and risk assessments that are being managed through the system safety program.

6.2.3.7 The SRMP shall propose security controls for each risk for which the risk-treatment option is to reduce the likelihood and/or reduce the consequence.

6.3 Specific Content – Part 2

Note: During the Security Authorisation assessment phases for a SSol, the following elements of the SRMP will provide input information for the Plan Of Action and Milestones (POAM), which will be developed by the Commonwealth as one of the required artefacts for obtaining the Security Authorisations for ICT security and cyber security.

6.3.1 Risk Treatment Planning

6.3.1.1 The SRMP shall set out the Contractor's risk-treatment plan for each risk for which the risk-treatment option is to either:

- a. reduce the likelihood and/or reduce the consequence; or
- b. avoid the risk, but a change to the design of the SSol is required to enable such avoidance to occur,

with the aim of demonstrating that these risk-treatment plans, once implemented, will be sufficient to ensure that the SSol will be ASARP.

6.3.1.2 Each risk-treatment plan shall include:

- a. the position responsible;
- b. a brief description of the required scope of work;
- c. the envisaged schedule for implementation, including the associated milestones;
- d. the likely resources;
- e. the envisaged cost; and
- f. any other relevant information (eg, implementation risks and Verification activities).

6.3.2 Residual Risk Exposure

6.3.2.1 The SRMP shall record whether the residual risk exposure associated with each threat has been accepted by the Commonwealth in support of:

- a. if applicable, ICT Security Authorisation for the SSols (or elements thereof); and
- b. cyber Security Authorisation for the SSols (or elements thereof).

- 6.3.2.2** The record of risk acceptance required under clause 6.3.2.1 shall include:
- a. the Contractor's risk acceptance authority by title and organisation, and date of acceptance;
 - b. the Commonwealth authority's concurrence or non-concurrence, as applicable, by title and organisation, and date of risk acceptance; and
 - c. identification details for the signed risk acceptance document(s).

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-SOL-SSOP-V5.3**
- 2. TITLE: SECURITY STANDARD OPERATING PROCEDURE**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** Security Standard Operating Procedures (SSOPs) provide step-by-step guidance to be followed by each different role (eg, system administrator and system operator) required to undertake security-related tasks and processes for a Security System-of-Interest (SSoI) (eg, Mission System) when the SSoI is being operated and sustained. The SSOPs address Information and Communications Technology (ICT) security, cyber security and, if applicable, physical security, and Emanation Security (EMSEC). SSOPs supplement the information provided in the associated System Security Plan(s) (SSP(s)) and the In-Service Security Management Plan (ISSMP) to:
 - a. ensure that all parties involved in operating, supporting and managing a SSoI understand their roles and responsibilities in relation to security;
 - b. assist with mitigating the risks associated with security threats;
 - c. assist with ensuring that security threats and incidents are appropriately managed and the impacts on the operations of a SSoI are minimised; and
 - d. assist with managing and maintaining Security Authorisations over the life of the SSoI.
 - 3.2** The Contractor uses the SSOPs:
 - a. to document the procedures required to undertake security related tasks and processes for a SSoI; and
 - b. as one of the security artefacts to provide assurance to the Commonwealth that the Contractor's security activities will enable the required Security Authorisations for a SSoI to be achieved.
 - 3.3** The Commonwealth uses the SSOPs:
 - a. to gain assurance that the Contractor has a sound security program in place that complies with applicable Government and Defence security requirements and policies;
 - b. to understand and evaluate the Contractor's approach to meeting the security requirements of the Contract as part of the system security program;
 - c. to identify and understand the Commonwealth's involvement in the Contractor's security program, including the monitoring of the Contractor's program;
 - d. as an input to its own planning, including in relation to attaining the required Security Authorisations for the SSoI covered by the SSOPs; and
 - e. as one of the suite of security artefacts provided to the relevant Defence authorities as part of obtaining the required Security Authorisations for a SSoI.
- 4. INTER-RELATIONSHIPS**
 - 4.1** SSOPs are subordinate to the following data items, where these data items are required under the Contract:
 - a. Systems Engineering Management Plan (SEMP);
 - b. Contractor Engineering Management Plan (CEMP)
 - c. Integrated Support Plan (ISP);

- d. Materiel System Security Management Plan (MSSMP);
- e. In-Service Security Management Plan (ISSMP);
- f. System Safety Program Plan (SSPP); and
- g. In-service Materiel Safety Plan (ISMP).

4.2 SSOPs inter-relate with the following data items, where these data items are required under the Contract:

- a. System Specification (SS) for each different type of SSol;
- b. the security-related data items required under the Contract (other than those identified under clause 4.1 (eg, SSP));
- c. the safety-related data items (eg, Safety Case Report (SCR) and Hazard Log); and
- d. Verification and Validation (V&V) data items, such as the V&V Plan (V&VP), Verification Cross Reference Matrix (VCRM), Acceptance Test Plans (ATPs), and Acceptance Test Reports (ATRs).

5. APPLICABLE DOCUMENTS

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

Governing Security Documents (see the Glossary for the definition of this term)

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 Subject to clause 6.1.2, the data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 Where a set of SSOPs is required for an ICT Security Authorisation, the format and content requirements for the SSOPs shall comply with any template for a SSOP issued by Defence in addition to the content requirements set out in clauses 6.1.3-6.1.5 and clause 6.2 of this DID.

6.1.3 The set of SSOPs for a SSol shall provide sufficient information to satisfy the objectives and purposes set out in clause 3, including to ensure that the information provided in the SSOPs is suitable for the applicable stages of the security design and implementation activities and the Security Authorisation requirements for the SSol.

6.1.4 Each SSOP shall be consistent with and, where applicable, comply with the Applicable Documents identified at clause 5.

6.1.5 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.

6.2 Specific Content

Note: *Where there are classified aspects to the employment of an SSol that have not been provided to the Contractor (eg, utilisation of the Mission System in a tactical environment), the Commonwealth will need to supplement the SSOPs provided by the Contractor to incorporate this information before the SSOPs are issued for use.*

6.2.1 Scope

6.2.1.1 Each SSOP shall set out the scope of coverage of the SSOP as it relates to the SSol.

6.2.1.2 Each SSOP shall identify the set of SSOPs for a SSol, showing how this SSOP integrates with the set of SSOPs.

6.2.2 Roles

6.2.2.1 The SSOPs shall identify the set of roles that have security responsibilities for the SSol (eg, security manager, security officer, system administrator, system operator and system support staff) to meet the requirements of the SSP and related documents.

6.2.2.2 For each identified role, the SSOPs shall address any specific security-related requirements and/or restrictions, such as identifying:

- a. the security clearance requirements and any security-related restrictions (eg, with respect to dual nationality or particular 'eyes only');
- b. the personnel who are or will be 'authorised' or 'emergency authorised' or who are 'un-authorised' personnel; and
- c. any role-specific restrictions (eg, limitations on duration in roles, whether individuals can perform multiple roles, and conflicting roles).

6.2.3 Procedures

6.2.3.1 The SSOPs shall document the step-by-step requirements and guidance that must be followed by the individuals performing the roles identified through clause 6.2.2 to meet the requirements of the SSP and related documents.

6.2.3.2 In meeting the requirements of clause 6.2.3.1, the set of SSOPs shall address the following procedural requirements, as allocated to each of the identified roles:

- a. physical security aspects, such as:
 - (i) monitoring and managing access control;
 - (ii) identification and management of personnel authorised for entry, distribution and security of physical keys; and
 - (iii) the management and storage of cryptographic keying material;
- b. access and account management;
- c. training, including on-the-job training, in relation to security induction, awareness, responsibilities, incident response, and other matters pertinent to the management, operation and support of the SSol;
- d. security Preventive Maintenance activities (eg, updating anti-virus software; managing removable media; data backup; event log monitoring; and checking the integrity of physical security devices, EMSEC protection measures, and system software);
- e. security Corrective Maintenance activities (eg, recovering from a system failure caused by a security incident);
- f. managing security incidents, including:
 - (i) reporting security incidents; and
 - (ii) ensuring that evidence is protected and not lost, deleted or corrupted;
- g. disaster recovery;
- h. system updates and upgrades, including Software Configuration Management and Software Release management;
- i. supply chain security; and
- j. general security matters applicable to all system users and maintainers, such as:
 - (i) who has responsibility for which aspects of security;
 - (ii) warnings that user's actions may be audited and users will be held accountable for their actions;
 - (iii) guidelines on choosing and protecting passwords;

- (iv) guidelines on enforcing need-to-know on the system;
- (v) what to do in the case of a suspected or actual security incident;
- (vi) the highest level of classified material that can be processed on the system and handling procedures for classified information;
- (vii) start of day/shift/operations;
- (viii) securing the system or workstation when temporarily absent;
- (ix) securing the system or workstation at the end of the day/shift/operations;
- (x) controlling and sanitising media;
- (xi) adding, removing, decommissioning and undertaking destruction of equipment and media;
- (xii) physical data transfer between network enclaves or environments;
- (xiii) labelling, handling and disposing of hardcopy;
- (xiv) preventing overview of data by visitors;
- (xv) what to do for hardware and Software Maintenance; and
- (xvi) other operational and security tasks and activities as allocated by the system managers/authorities.

DATA ITEM DESCRIPTION

1. DID NAME: DID-ENG-SOL-SSP-V5.3

2. TITLE: SYSTEM SECURITY PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The System Security Plan (SSP) describes a Security System-of-Interest (SSoI) (eg, Mission System) and/or its Targets of Security Assessment (ToSAs) from the perspectives of Information and Communications (ICT) security and cyber security. This includes the implementation and operation of security controls, practices and procedures required to secure the SSoI at an acceptable level of risk in accordance with the Governing Security Documents. The SSP is derived by selecting all relevant security controls from the Australian Government Information System Manual (ISM) and the Defence Security Policy Framework (DSPF), with additional security controls based on the security risks identified in the Approved Security Risk Management Plan(s) (SRMP(s)). A SSP is raised for one or more ToSA(s) within a SSoI.

Note: This DID has been written on the basis that all ToSAs for a SSoI will be addressed within a single SSP (including when the ToSA and the SSoI are one and the same). Where this is not the case, such as may occur for larger Mission Systems (eg, aircraft or ship), the requirements of the DID should be interpreted in the context of the set of SSPs and associated ToSAs. The ToSAs are either identified in the Approved governing plan for system security or in the System Overview section of this data item.

3.2 The SSP serves two purposes:

- a. during the design and implementation phases for a SSoI, it provides a supporting artefact for the design process, describing the security architecture and identifying the ICT/cyber-security controls, practices and procedures that are planned to be implemented and identifies any associated operational and support implications; and
- b. during the Security Authorisation assessment phases for a SSoI, it provides a consolidated reference or summary of the ICT/cyber-security controls, practices and procedures that have been implemented, and is one of the required artefacts for obtaining the required Security Authorisations for ICT security and cyber security.

3.3 The Contractor uses the SSP:

- a. to describe a SSoI from a ICT/cyber-security perspective to ensure that the scope of ICT/cyber-security activities is clear to all parties and to assist with the identification of security-related risks and vulnerabilities;
- b. to document the relevant security controls that will be, or have been, implemented (in full or in part) to address the ICT/cyber-security risks for each SSoI;
- c. to describe the implementation and operation of the identified security controls to enable the required ICT and cyber Security Authorisations to be achieved for the SSoI;
- d. to describe the plan to Verify that the implemented controls for a SSoI have been properly implemented and are effective; and
- e. as one of the ICT/cyber-security artefacts to provide assurance to the Commonwealth that the Contractor's ICT/cyber-security activities will enable the ICT/cyber-security requirements for the SSoI to be achieved.

- 3.4** The Commonwealth uses the SSP:
- a. to gain assurance that the Contractor has a sound ICT/cyber-security program in place that complies with applicable Government and Defence security requirements and policies;
 - b. to understand and evaluate the Contractor's approach to meeting the ICT/cyber-security requirements of the Contract as part of the system security program in the SOW;
 - c. to identify and understand the Commonwealth's involvement in the Contractor's ICT/cyber-security program, including the monitoring of the Contractor's program;
 - d. as an input to its own planning for the project, including in relation to attaining the required ICT and cyber Security Authorisations for a SSol; and
 - e. as one of the suite of ICT/cyber-security artefacts provided to the relevant Defence authorities as part of obtaining the required ICT and cyber Security Authorisations for a SSol.

4. INTER-RELATIONSHIPS

- 4.1** The SSP is subordinate to the following data items, where these data items are required under the Contract:

- a. Systems Engineering Management Plan (SEMP);
- b. Contractor Engineering Management Plan (CEMP);
- c. Materiel System Security Management Plan (MSSMP);
- d. In-Service Security Management Plan (ISSMP);
- e. System Safety Program Plan (SSPP); and
- f. In-service Materiel Safety Plan (IMSP).

- 4.2** The SSP inter-relates with the following data items, where these data items are required under the Contract:

- a. System Specification (SS) for the SSol including, if applicable, the associated Cyber Security Assurance Basis (as a component of this specification);
- b. System Architecture Description (SAD);
- c. Software List (SWLIST);
- d. the security-related data items required under the Contract (other than those identified under clause 4.1);
- e. the safety-related data items (eg, Hazard Log, Safety Case Report (SCR) and Materiel Safety Assessment (MSA)); and
- f. Verification and Validation (V&V) data items, such as the V&V Plan (V&VP), Verification Cross Reference Matrix (VCRM), Acceptance Test Plans (ATPs), and Acceptance Test Reports (ATRs).

5. APPLICABLE DOCUMENTS

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

Note to drafters: Amend the following list of Applicable Documents to suit the requirements of the Contract. Do not include documents that are included within the 'Governing Security Documents'. In relation to ACSC documents, ensure that the latest versions are referenced.

Governing Security
Documents

(see the Glossary for the definition of this term)

NIST SP 800-82	Guide to Operational Technology Security, Revision 3, September 2023
ISA/IEC 62433 series	Security for Industrial Automation and Control Systems
Australian Government Australian Cyber Security Centre (ACSC) Guidance Documents	Strategies to Mitigate Cyber Security Incidents, February 2017 Strategies to Mitigate Cyber Security Incidents – Mitigation Details, February 2017
	System Security Plan (SSP) Annex Template

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** Subject to clause 6.1.2, the data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** Where a SSP is required for an ICT Security Authorisation, the format and content requirements for the SSP shall comply with any template for a System Security Plan issued by Defence in addition to the content requirements set out in clauses 6.1.4-6.1.7 and clauses 6.2 and 6.3 of this DID.
- 6.1.3** When the system security program clause in the SOW does not include requirements for an ICT Security Authorisation, the SSP should only address those requirements of this DID that relate to assessing cyber security.
- 6.1.4** The SSP shall be consistent with and, where applicable, comply with the Applicable Documents identified at clause 5. The SSP shall also accord with the risk management framework documented in the Approved governing plan (eg, SEMP, MSSMP or ISSMP, as applicable).
- 6.1.5** Where the Approved governing plan identifies that more than one SSP will be developed to address the ToSAs within an SSol, each SSP shall identify the full scope of ToSAs and the associated SSPs for the SSol, including the relationships between them (if any).
- 6.1.6** Subject to clause 6.2.4.1, when the Contract has specified delivery of another data item that contains aspects of the required information, the SSP should summarise these aspects and refer to the other data item.
- 6.1.7** 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.

6.2 Specific Content – Part 1

6.2.1 Scope

- 6.2.1.1** The SSP shall define the scope of the SSP, identifying the SSol and the associated ToSA(s) being addressed through the plan.
- 6.2.1.2** The SSP shall identify any assumptions and constraints associated with the information provided in the SSP, including (where applicable) how and when:
- the identified assumptions will be validated; and
 - the identified constraints will be ameliorated.

6.2.2 System and Organisational Stakeholders

- 6.2.2.1** The SSP shall identify the key stakeholders applicable to the SSol, including the System Owner, project sponsor, acquirer, user, developer, support agencies, and the relevant authorities for each different type of required Security Authorisation.

6.2.3 General System Overview

6.2.3.1 The SSP shall provide a general description of the SSol, including its overall mission and capabilities, both functional and non-functional, from a security perspective. This general description shall also identify the external systems to which the SSol interfaces, including providing a brief description of the purpose of the interactions between the SSol and each external system.

6.2.3.2 The SSP shall identify and describe the component subsystems of the SSol, including:

- a. internal network interface diagram(s);
- b. system block diagram(s);
- c. internal system interface block diagram(s); and
- d. system / software architecture diagram(s).

6.2.3.3 The SSP shall identify the ToSAs associated with the SSol, including in relation to component subsystems of the SSol and the external systems.

6.2.3.4 The SSP shall list:

- a. all system-wide operating systems and software in use for the SSol; and
- b. the proposed system-wide security features (eg, cross-domain solutions, firewalls, and procedural controls).

6.2.4 Security Architecture

6.2.4.1 When the Contract has specified the delivery of a System Architecture Description (SAD), the Security Architecture description required by this clause 6.2.4:

- a. shall be consistent with the architectural views defined in the system architecture model underpinning the SAD; and
- b. should be derived as specific views from the SAD, and these views shall be incorporated explicitly into the SSP and not provided by cross-referencing to the SAD.

6.2.4.2 The SSP shall provide a high-level security architecture description of the SSol, including identifying the interfaces to the external systems. The SSP shall include the following information:

- a. **System Operating Environment:** Provide a brief (one to three paragraphs) general description of the environment that the SSol operates within, including the context of that environment on a location basis (eg, when a SSol element is part of a larger system, such as a platform). Include any environmental or technical factors that raise special security concerns.
- b. **System Interconnection and Information Sharing:** For each interface to an external system, describe the technical implementation of the data flows between the SSol and the external system, including where data is stored and transiting to, protocols, and what protection the data is given. For each interconnection between external systems that are owned or operated by different organisations, provide information concerning:
 - (i) the authorisation for the connection to other systems or the sharing of information between those systems; and
 - (ii) the assessed integrity, from a security perspective, of the data and information resident on the external system that will be used by, or shared with, the SSol.

Note: System interconnection is the direct connection of two or more Digitally Enabled Systems and Equipment (DESE) for the purpose of sharing information resources. System interconnection, if not appropriately protected, may result in a compromise of all connected systems and the data they store, process, or transmit. It is important that system owners, information owners, and management obtain as much information as possible regarding vulnerabilities associated with system interconnections and

information sharing. This is essential to selecting the appropriate controls required to mitigate those vulnerabilities.

- c. System Connectivity to Development or Test Environments: Describe any connectivity to development or test environments and how separation is maintained.
- d. Accreditation Status of External Systems: Provide a table that details the ICT and cyber Security Authorisations of existing external systems, where interconnections are proposed.
- e. Internal Data Flow Description and Protocols: Provide a description of the data flows internal to the SSol, including their protocols. Include relevant diagrams.
- f. Physical Environment Security: Include details of the physical security aspects relevant to the management and control of ICT/cyber-security risks (eg, with respect to installation or operational deployment), as well as any (known) physical security area ratings, physical security inspections, and physical security Certifications.
- g. Data Security Classification and Categorisation: Detail the classification of the SSol and the information held/processed by the SSol, cross-referring to the Security Classification and Categorisation Guide (SCCG), as appropriate. Include details of the mechanisms to report any unauthorised connections or programmable devices (ie, sensors, converters etc.) trying to connect to the SSol.
- h. User Matrix: Detail the types of roles/users, their access levels, responsibilities, clearances required and who authorises their access to the SSol.
- i. Security Authorisation Boundaries: Define the boundaries of the SSol (and subsystems if separate assessment is required at their level) with respect to the boundaries underpinning the Security Authorisations for, as applicable:
 - (i) physical security;
 - (ii) EMSEC;
 - (iii) ICT security; and
 - (iv) cyber security.

Note: A system may be made up of a series of subsystems and in some instances all subsystems are included within the assessment boundary but in other instances some of those subsystems may be excluded or assessed separately.

6.3 Specific Content – Part 2

6.3.1 Statement of Applicability / SSP Annex

Note: The SSP Annex Template issued by ACSC will assist with satisfying the ISM-related elements of this clause 6.3.1.

- 6.3.1.1** The SSP shall include, as an annex to the SSP, a statement of applicability for each ToSA covered by the plan, which identifies:
- a. the version of the ISM, DSPF and any complementary publications (eg, NIST SP 800-82 or ISA-62443 series) agreed by the Commonwealth, which have been used to determine the security controls to implement;
 - b. the security controls from the ISM and DSPF that are, and are not, applicable to security for the ToSA(s), including supporting justification and references to supporting evidence (where applicable);
 - c. the security controls from the ISM, DSPF or complementary publication(s) that are applicable but are not being implemented or are only being partially implemented (including the rationale behind these decisions);

- d. any additional controls that need to be implemented as an outcome of the risk assessment for the ToSA(s) captured in the associated SRMP;
- e. any exemptions that have been granted, including (if known) the details of when and by whom;
- f. any approvals to operate that have been granted, including (if known) the details of when and by whom; and
- g. through the inclusion of cross-references to the relevant risks in the associated SRMP, which risks have been mitigated by each control.

6.3.2 System Security Plan – Design and Implementation Phases

6.3.2.1 During the design and implementation phases for the SSol, the SSP shall describe the security controls that are being implemented to enable the required ICT and cyber Security Authorisations to be achieved for the SSol, including identifying the implications for system design, system operation and system support, including in relation to:

- a. human system integration,
- b. standard operating procedures,
- c. incident management and disaster recovery, and
- d. Cyber Supply Chain management.

6.3.2.2 The SSP shall identify the ISSMP, Security Standard Operating Procedures (SSOPs), and other manuals and procedures that are required to implement the identified security controls.

6.3.2.3 The SSP shall:

- a. identify the eight mitigation strategies from the ACSC Essential Eight Maturity Model and associated ACSC guidance documentation;
- b. identify the assessed maturity level for the SSol against each of these strategies, including describing the implementation status of each control; and
- c. provide the associated justification for this assessment.

6.3.2.4 The SSP shall describe the plan to Verify that the controls for each ToSA have been properly implemented and are effective, including references to:

- a. industry, regulatory and legislative compliance requirements; and
- b. the applicable V&VP, VCRM and associated data items (eg, ATPs).

6.3.3 System Security Plan – ICT and Cyber Security Authorisation Phases

6.3.3.1 During the ICT and cyber Security Authorisation assessment phases for a SSol, the SSP shall provide a consolidated reference or summary of the ICT/cyber-security controls, practices and procedures that have been implemented.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-SW-SWLIST-V5.3**
- 2. TITLE: SOFTWARE LIST**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Software List (SWLIST) identifies and describes each Software product that forms part of the Supplies or would otherwise be developed or acquired under the Contract and includes additional attribute information for each Software product.
 - 3.2** The Contractor uses the SWLIST to:
 - a. list the Software products to be developed or acquired under the Contract and those to be supplied to the Commonwealth; and
 - b. document key Software characteristics of interest to the Commonwealth.
 - 3.3** The Commonwealth uses the SWLIST to:
 - a. achieve early visibility into the criticality, quantity and nature of the Software to be supplied and subsequently supported; and
 - b. understand the scope of Software to be delivered to the Commonwealth and Associated Parties, and the rights associated with that Software.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The SWLIST is subordinate to the following data items, where these data items are required under the Contract:
 - a. Systems Engineering Management Plan (SEMP); and
 - b. Software Management Plan (SWMP).
 - 4.2** The SWLIST inter-relates with the following data items, where these data items are required under the Contract:
 - a. System Architecture Description (SAD);
 - b. Mission System Technical Documentation Tree (MSTDT);
 - c. Contract Work Breakdown Structure (CWBS); and
 - d. Software Support Plan (SWSP).
 - 4.3** The SWLIST inter-relates with the Technical Data and Software Rights (TDSR) Schedule.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

Nil
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** The SWLIST shall be provided in soft copy as a structured data file (eg, one or more databases, spreadsheets or other structured data format) that enables the SWLIST content to be accessed, queried, read, printed and used to generate soft copy tabulated text reports.
 - 6.1.3** Except where the soft copy data file is compatible with a standard Software application defined elsewhere in the Contract, or otherwise agreed in advance and in writing by the Commonwealth Representative, the SWLIST shall be accompanied by any Software and Technical Data required to enable the functions identified in clause 6.1.2.

- 6.1.4** 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.

6.2 Specific Content

6.2.1 Identity

- 6.2.1.1** The SWLIST shall identify each Software product or logical aggregation of Software products using a unique identifier.

- 6.2.1.2** Where the SWLIST is being used to report the content of a software build or increment, the build or increment shall be uniquely identified.

6.2.2 Location in the System Hierarchy

- 6.2.2.1** The SWLIST shall identify the location of each Software product in the Materiel System hierarchy (eg, processing element, equipment, subsystem and system) using an indented numbering system that provides traceability from the Software product to the top-level system. The indented numbering system shall reflect the CWBS element numbers, unless specified otherwise in the Approved SWMP.

6.2.3 Description

- 6.2.3.1** The SWLIST shall provide a brief description of the function or purpose of each Software product in terms of its contribution to functionality of the Mission System and / or Support System, cross-referring to the SAD where applicable.

6.2.4 Software Criticality

- 6.2.4.1** The SWLIST shall identify the criticality of each Software product in accordance with the following table:

Criticality	Effect on Materiel System		Effect on Contract	
	Performance	Support	Cost	Schedule
0	Software product is 'safety critical'. Failure may result in loss of life, injury, or significant damage to property or the environment.		Not applicable.	
1	Product is 'mission critical'. Product failure results in mission failure due to:		Delays in schedule result in:	
	Major degradation of operational capability.	Unresponsive support or unsupportable Software hinders system operation.	Significant cost overrun, budget overrun likely or has occurred.	Scheduled date for first System Acceptance is unachievable.
2	Product failure results in degraded performance to a point where mission success is questionable due to:		Delays in schedule result in:	
	Significant reduction of operational capability.	Software support, or work-around, delays or reduces system operation.	Cost overrun with possible budget overrun.	Possible slippage in scheduled date for System Acceptance.
3	Product failure results in degradation of secondary mission due to:		Delays in schedule result in:	
	Minor reduction of operational capability.	Software support, or work-around, delays or reduces secondary capability.	Cost overrun but sufficient remaining budget.	Compressed schedule, but scheduled Acceptance date is realistic and achievable.
4	Product failure results in inconvenience with:		Delays in schedule result in:	
	No reduction in operational capability.	No noticeable delays caused by Software support.	Minor cost increase with negligible impact to budget.	Negligible impact to the achievement of Acceptance.

6.2.5 Software Categories

- 6.2.5.1** Each Software product shall be categorised by a single category from the following table. Mission System and Support System Software may include both Bespoke Software (as defined in the table) and Commercial Software. Where a Software product is integrated from lower level Software products, which are of a different category, these lower level products need to be separately identified and reported in the SWLIST.

Software Category	Description	Comments
Bespoke Software	Software that is subject to software development or integration activities.	Source Code may be available to the Commonwealth and allow the Commonwealth to modify and maintain the software independently of the original supplier. May integrate one or more subcomponents that are Commercial Items or Free and Open Source Software.
Commercial Software that is not Free and Open Source Software (CNF)	Commercial Software as defined in the Glossary, exclusive of Free and Open Source Software.	Development is not required to meet the requirements of the system being acquired. Unless agreed in relation to a Key Commercial Item, the Commonwealth is unlikely to be able to acquire Source Code and/or the legal rights to modify or re-engineer the software.
Commercial Software that is Free and Open Source Software (FOSS)	Free and Open Source Software, as defined in the Glossary.	Generally available to the public in Source Code and may also include compiled form. Subject to a variety of open source licences. Ongoing support may be provided from an open source community.

6.2.6 Other Software Attributes

6.2.6.1 The SWLIST shall identify whether each of the attributes, in the following table, applies to each Software product (ie, yes or no for each).

Software Attribute	Description	Comments
Software as Firmware (SAF)	Firmware is a combination of a hardware device and computer instructions or computer data that reside as read-only software on the hardware device. The software cannot be readily modified under program control.	SAF has not always been recognised as software but treated as hardware or as a component of a hardware item (eg, software-controlled electronics such as radios and GPS). SAF may not always be identified as a supportable item independent of the hardware item that contains it.
Non Deliverable Software (NDS)	Software that is not required to be delivered to the Commonwealth or any other person under the Contract because the Commonwealth does not need it for operation or support of the system (eg, unit test harnesses not required for support). NDS is generally used in the development and testing of other software or system elements.	NDS may be Bespoke Software or Commercial Software (either CNF or FOSS). NDS may be used to test or exercise other software or hardware as part of that product's development. Consideration should be given to Commonwealth needs for access to identified NDS over the life cycle.

6.2.7 Level

6.2.7.1 The SWLIST shall identify the level of the Software product (ie, item, component or unit) in the system hierarchy. Software items may be designated as 'configuration items' while the Software architectural design process transforms items into 'components' and the Software detailed design process refines components into 'units'.

6.2.8 Language

6.2.8.1 The SWLIST shall identify the programming language used / to be used to develop each Software product.

6.2.9 Software Size Information

6.2.9.1 General

6.2.9.1.1 Software size details in the SWLIST shall be provided in Source Lines of Code (SLOC) (or thousand SLOC (KSLOC)), or an equivalent development-related unit of measure (eg, function points) with the Contractor's recommended methodology for converting to SLOC.

6.2.9.1.2 The SWLIST shall clearly identify whether the Software sizing information provided is an actual value (denoted '(A)') or estimated value (denoted '(E)') (eg, '542,341 SLOC (A)').

6.2.9.1.3 Where Software sizing information is an estimated value, the SWLIST shall include the most recent date at which the estimate was considered valid.

6.2.9.1.4 Except for the Estimated Total Size, other size estimates may be expressed either as an absolute value, using the same units as for the Estimated Total Size, or as a relative value (ie, a percentage).

6.2.9.2 Estimated Total Size

6.2.9.2.1 For each item of Bespoke Software the SWLIST shall identify the estimated or actual total size of all code in accordance with the requirements of clause 6.2.9.1.

6.2.9.3 Reused Unmodified Code Required

6.2.9.3.1 For each item of Bespoke Software, the SWLIST shall identify the estimated or actual size of the code to be reused without modification in accordance with the requirements of clause 6.2.9.1.

6.2.9.4 Estimated Modified Code Required

6.2.9.4.1 For each item of Bespoke Software, the SWLIST shall identify the estimated or actual size of the code to be modified (ie, reused with modification) in accordance with the requirements of clause 6.2.9.1.

6.2.9.5 Estimated New Code Required

6.2.9.5.1 For each item of Bespoke Software, the SWLIST shall identify the estimated or actual size of new code to be developed in accordance with the requirements of clause 6.2.9.1.

6.2.10 Development Standard

6.2.10.1 The SWLIST shall identify the software development standard applied to each extant Software product or that will be applied to Software products during development or modification.

6.2.11 Assurance Standard

6.2.11.1 The SWLIST shall identify the software assurance standard applied to each extant Software product or that will be applied to Software products during development or modification.

6.2.12 Software Assurance Level

6.2.12.1 The SWLIST shall identify the Software assurance level applied to each extant Software product or that will be applied to Software products during development or modification.

6.2.12.2 The SWLIST shall define the Software assurance levels where these differ from the assurance levels specified for an assurance standard that was identified in response to clause 6.2.11.

6.2.13 Source Code Availability

6.2.13.1 For each item of Bespoke Software, the SWLIST shall indicate the availability of Source Code.

6.2.14 Development Agency

6.2.14.1 The SWLIST shall identify the development agency for each Software product.

6.2.15 Support Agency

6.2.15.1 The SWLIST shall identify the support agency for each Software product.

6.2.16 Target Platform

6.2.16.1 The SWLIST shall identify the target (computing) platform for each Software product.

6.2.17 Target Environment

6.2.17.1 The SWLIST shall identify the target environment (eg, operating system) for each Software product.

6.2.18 Software Support Environment

6.2.18.1 The SWLIST shall describe the support environment needed for each Bespoke Software product, including any development and/or test environment(s) (eg, compilers, editors, debuggers, computer aided software engineering tools, and special test equipment (eg, simulators and stimulators)).

6.2.19 Delivery Information

6.2.19.1 The SWLIST shall include delivery information, including for each delivery:

- a. if the Software product is delivered separately or as part of a higher level system / hardware component;
- b. if the Software product is delivered separately (which may include maintenance / version updates), the method of delivery (eg, online, media);

- c. the delivery location, recipient, delivery date and milestone to which it relates; and
- d. installation, configuration, adaptation and compatibility information, as applicable.

6.2.20 Software Rights

- 6.2.20.1** If restrictions (including Intellectual Property rights, Export Approvals or other limitations) apply to Bespoke Software or Commercial Software related to a Key Commercial Item, the SWLIST shall include cross-reference to such provisions as described in the TDSR Schedule for licensing or delivery restrictions, or directly to the applicable agreement (eg, an applicable Technical Assistance Agreement).

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-SW-SWMP-V5.3**
- 2. TITLE: SOFTWARE MANAGEMENT PLAN**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Software Management Plan (SWMP) documents the Contractor's plans for the management and development of Software. The SWMP describes the application of the relevant processes described in AS/NZS ISO/IEC/IEEE 12207:2019, *Systems and Software Engineering - Software life cycle processes*, as the Contractor intends to apply them to the activities of the Contract.
 - 3.2** The Contractor uses the SWMP to:
 - a. document the approach, plans, and procedures for managing Software-related activities under the Contract; and
 - b. monitor the progress of Software-related activities.
 - 3.3** For Contractors acquiring and/or supplying Software under the Contract, the SWMP is expected to describe the approach, plans and procedures to be applied to the management of the Software being acquired and/or supplied. This would typically include the monitoring and review of Subcontractors developing Software, the Configuration Management of acquired Software, and the integration and Verification of this Software with other elements being supplied under the Contract.
 - 3.4** For Contractors developing Software, this plan is expected to include the approach, plans and procedures for Software development, in addition to those applied to the acquisition and/or supply.
 - 3.5** The Commonwealth uses the SWMP to gain insight into the approach, plans and procedures to be employed by the Contractor in the execution of Software-related activities.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The SWMP is subordinate to the Systems Engineering Management Plan (SEMP).
 - 4.2** The SWMP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Software List (SWLIST);
 - b. Contract Master Schedule (CMS); and
 - c. Software Support Plan (SWSP).
 - 4.3** The SWMP inter-relates with the Technical Data and Software Rights (TDSR) Schedule.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following document forms a part of this DID to the extent specified herein:

DI-IPSC-81427B	Software Development Plan Data Item Description
AS/NZS ISO/IEC/IEE 12207:2019	Systems and Software Engineering - Software life cycle processes
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

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

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

6.1.3 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.

6.2 Specific Content

6.2.1 General

6.2.1.1 The SWMP shall comply with the content requirements of DI-IPSC-81427B, with the exceptions contained in Table 1 below.

6.2.1.2 The SWMP shall, when addressing the content requirements of DI-IPSC-81427B, define Software life cycle processes and Software specific processes that are consistent with AS/NZS ISO/IEC/IEEE 12207:2019, and tailored to the scope of the Contract.

Table 1 – Tailoring to be applied to DI-IPSC-81427B

Affected Paragraph	Tailoring to be Applied
All	Replace all occurrences of 'Software development plan' with 'Software Management Plan'.
All	Replace all occurrences of 'SDP' with 'SWMP'.
All	Delete all occurrences of 'It shall cover all contractual clauses concerning this topic.'
3.6a Software development process	Replace with: This paragraph shall describe the selected Software development life cycle(s) for each component or group of related components together with the rationale for their use within the context of the Contract. The description should justify and link the selected life cycle models to Contract risks, major milestones, work products, deliverables and development phases to demonstrate its appropriateness.
3.7c1 Incorporating reusable Software products	Add: Implications for supporting the Software shall be specifically addressed for each item affected and include an assessment of vendor viability, level of support available, alternate sources of support, ownership of Intellectual Property licensing arrangements (including costs and, by reference to the TDSR Schedule, restrictions), dependencies such as operating system and/or hardware compatibility and constraints.
3.7d1 Safety Assurance	Add: It shall describe the integration of Software safety as part of the system safety program. It shall include the tailoring and use of selected Software assurance standards and guidelines and associated data deliverables.
3.7e (shown as a 2 nd d1 in the DI-IPSC-81427B) Assurance of other critical requirements	Add: It shall describe any mission critical Software and the steps either taken or planned to ensure failure of this Software will not compromise the system's mission.
3.7f Computer hardware resource utilisation	Add: It shall describe the interpretation of any resource utilisation requirements and how the satisfaction of these requirements are to be verified.
3.7h Access for acquirer review	Replace with: This paragraph shall describe the approach to be followed for providing the Commonwealth Representative with access to Contractor and Subcontractor facilities for review of work products, activities and data including engineering and measurement data. Access should include at least physical access to facilities and preferably include electronic access to data (eg measurement data) and work products (eg, design information).

Affected Paragraph	Tailoring to be Applied
3.8b1 Software engineering environment	Add: It shall include details of the Software engineering environment including computing resources (number, type, configuration, etc.), and the associated performance requirements of the environment (eg, required compile and link times). This paragraph shall address the certification implications of the environment.
3.8b2 Software test environment	Add: It shall include details of the Software test environment including computing resources (number, type, configuration), special test equipment and the associated performance requirements of the environment (eg, simulator fidelity, instrumentation, recording, etc.). This paragraph shall address the certification implications of the environment.
3.8b5 Non-deliverable Software	Add: It shall identify any non-deliverable Software and describe how this Software will be treated differently from deliverable Software. It shall address specifically the application and tailoring of the standards identified for Software development to non-deliverable Software. This paragraph shall address the certification implications and use of non-deliverable Software.
3.8d1 System-wide design decisions	Replace with: This paragraph shall include details of how system design decisions affecting or affected by Software are to be made and recorded. It should address how such decisions and the rationale for making them will be preserved and applied during through life support of the system.
3.8e Software requirements analysis	Add: It shall describe how Software requirements will be identified and allocated to Software components, how Software requirements will be reviewed to ensure a common understanding with relevant stakeholders and how Software requirements will be managed and controlled.
3.8f1 CSCI-wide design decisions	Add: It shall detail the criteria used to define and select CSCIs, including the rationale for each of the selection criteria. It shall include design decisions regarding the partitioning of the Software and the consideration given to enhancement and modification during through life support of the Software.
3.8o7 Transition to the designated support site	Add: This paragraph shall detail the management strategy and plans for the transition of the Software development capability to the support agency and address any special considerations (eg, preservation of safety certification). It shall identify all items that have any limited or restricted warranty, data rights or licensing agreements, including any other limitation on the delivery or support of the item (by reference to the TDSR Schedule, where applicable). It shall describe all provisions, which ensure the Commonwealth's rights concerning the delivered Software and associated data, and describe the plans for transferring any required licenses, warranties and data rights to the Commonwealth or its nominated representatives. It shall identify and describe those items of the development Software engineering environment that will be transitioned into the Software support environment including those items used for integration and test of the Software and any special test equipment. Where a Transition Plan, covering transition planning for Software as indicated above, is separately available to the Commonwealth Representative, this section may reference that source.
3.8.u1 Risk management	Add: This paragraph shall detail the techniques used for identifying Software related risks and mitigation strategies. Where this information is available to the Commonwealth Representative in the Risk Register or equivalent then this section should provide a reference to the information.

Affected Paragraph	Tailoring to be Applied
3.8u2 Software management indicators	Add: This paragraph shall detail the use of measurement as a management tool. It should identify how the Contractor intends using measurement to manage the development and acquisition of Software for the Contract. Where this information is available to the Commonwealth Representative elsewhere this section should reference the relevant information and provide a summary of the measures used for Software management.
3.8u.4 Subcontractor management	Add: This paragraph shall detail the Contractor's plans for managing the Software engineering activities performed by Subcontractors. It shall identify and describe the scope of the Software activities to be undertaken by the Contractor and each of its Subcontractors performing Software engineering activities. It shall describe the Contractor's plans for review and approval of Subcontractor plan and processes. It shall describe the Contractor's plans for monitoring the progress of Subcontractor activities and how significant deviations from Subcontractor plans will be identified and addressed.
3.8u6 Coordination with associate developers	Add: This paragraph shall describe the plans for coordination of Software engineering efforts with associated developers. Such coordination may include interface definition and control, the use of integrated product teams, as well as the support to be provided during integration and verification activities.
3.8u7 Improvement of project processes	Add: This paragraph shall provide details of the Contractor's and associated organisations Software engineering process improvement activities specific to this Contract. Where this information is available to the Commonwealth Representative in a Process Improvement Plan or equivalent then this section should provide a reference to the information.
3.7u9 Software rights management	Add new requirement 3.7u9 Software rights management: This paragraph shall document the approach, plans and procedures for managing Software rights (including Intellectual Property rights) for the Software acquired, supplied or developed under the Contract. This paragraph shall cross-reference the Technical Data and Software Rights Schedule for details of rights and limitations.
3.8v Schedules and activity network	Add: This paragraph shall present and describe a stand-alone summary of the Software schedule and include a clear mapping of the life cycle development phases and major milestones. This paragraph shall include the rationale for the durations given in the schedule and include the basis of estimate, estimating assumptions, and the selection of coordination points and linkages to the Contract Master Schedule.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ENG-TRACE-RTM-V5.3**
- 2. TITLE: REQUIREMENTS TRACEABILITY MATRIX**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Requirements Traceability Matrix (RTM) describes the Contractor's traceability along design rationale for modifications between specifications and related documents that define the system.
 - 3.2** The Contractor uses the RTM to provide bi-directional traceability between requirements specifications at different levels within the system hierarchy.
 - 3.3** The Commonwealth uses the RTM to evaluate the completeness of the Contractor's design solution and to assess the impact of any changes.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The RTM is subordinate to the following data items, where these data items are required under the Contract:
 - a. Systems Engineering Management Plan (SEMP); and
 - b. Integrated Support Plan (ISP).
 - 4.2** The RTM inter-relates with the following data items, where these data items are required under the Contract:
 - a. System Specification (SS) for each Mission System;
 - b. Support System Specification (SSSPEC); and
 - c. Verification Cross Reference Matrix (VCRM).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:
Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** This DID may be satisfied by an electronic database in a format agreed with the Commonwealth Representative.
 - 6.1.3** 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.
 - 6.2 Specific Content**

 - 6.2.1 General**
 - 6.2.1.1** The RTM shall show the traceability of requirements from the Contract and other source documents to the System Specification and lower levels of the specification hierarchy.
 - 6.2.1.2** The RTM shall be a Contract-wide repository and include requirements from both Contractor and Subcontractors.
 - 6.2.1.3** The RTM shall clearly explain the format and terminology used for the data of the RTM.

Note: The RTM may be related to the VCRM (ie, either the RTM uses the same database as the VCRM or they are produced from a common data source).

- 6.2.1.4** The RTM shall identify for each requirement:
- a. a unique and unmodifiable identifier for the requirement;
 - b. the architectural element (CI or interface) to which the requirement belongs;
 - c. the document and paragraph number of the requirement;
 - d. the derivation, or reference to the design record that records the derivation, for the requirement from its parent where the requirement has a parent within the database; and
 - e. other attributes as identified by the design process.
- 6.2.1.5** The RTM shall identify parent-child and child-parent links that provide the rationale and unambiguous traceability for all requirements.
- 6.2.1.6** The RTM shall show the parent-child and child-parent traceability through multiple levels of the design hierarchy to assess the impact of potential specification changes.
- 6.2.1.7** Where the RTM is provided in electronic format it shall be accompanied with user documentation showing the operation, the data relationships and interpretation of all data fields.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ILS-DES-DISP-V5.3**
- 2. TITLE: DISPOSAL PLAN (DISP)**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Disposal Plan (DISP) provides details of the Contractor's analysis of, and proposed recommendations for, the disposal of items delivered under the Contract.
 - 3.2** The DISP enables the Commonwealth to ensure that adequate disposal provisions are established and that the potential safety and environmental impacts are understood prior to any disposal action being undertaken.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The DISP is subordinate to the Integrated Support Plan (ISP), where this plan is required under the Contract.
 - 4.2** The DISP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Supply Support Development Plan (SSDP);
 - b. Support System Technical Data List (SSTD L); and
 - c. Life Cycle Cost Management Plan (LCCMP).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:
Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the DISP should summarise these aspects and refer to the other data item.
 - 6.1.3** 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.
 - 6.2 Specific Content**

 - 6.2.1 General Requirements**
 - 6.2.1.1** The DISP shall define the disposal methods and procedures required for Mission System and Support System items delivered under the Contract.
 - 6.2.2 Responsibilities**
 - 6.2.2.1** The DISP shall include recommendations for those agencies and personnel or positions responsible for the execution of the DISP, including the disposal of items in the Mission System and Support System.
 - 6.2.3 Removal of Items from the Operational Inventory**
 - 6.2.3.1** The DISP shall describe the recommended disposal activities to be conducted, which also takes into account any special provisions (eg, de-militarisation requirements, security requirements, and managing Problematic Substances), for items of the Mission System and Support System that:

- a. are retired from the inventory as part of planned maintenance, modification or upgrade schedules;
- b. are non-repairable and are removed and replaced as part of Corrective Maintenance or Preventive Maintenance;
- c. are retired and removed from the inventory at the end of their operational life; and
- d. are removed from the inventory when there is no longer any need for the system.

6.2.4 Program Planning Details

6.2.4.1 The DISP shall provide details of:

- a. the life of the components of the Mission System and Support System;
- b. the schedule for the withdrawal of items with finite lives or with planned retirement times, and the means by which this shall be achieved;
- c. the analysis and results of the potential and the planned schedule of items to undergo material recycling when entering the disposal phase;
- d. the method of reclamation, re-cycling or disposal of each item;
- e. the logistic support required to accomplish the disposal of items, including:
 - (i) Packaging, handling, storage and transportation;
 - (ii) security considerations during disposal;
 - (iii) Technical Data introduction, disposal or amendment;
 - (iv) financial analysis and accounting of resale potential and achieved values for disposal items;
 - (v) associated Support and Test Equipment (S&TE); and
 - (vi) associated Spares (ie, that also require disposal).

6.2.5 Problematic Substances

6.2.5.1 In order to eliminate or reduce identified Problematic Substance items during the design process, the DISP shall:

- a. provide a summary of all Problematic Substances required to support a selected end item;
- b. identify all items having associated Problematic Substances storage, hazardous waste storage, or disposal costs; and
- c. include the quantities and costs, per task, of Problematic Substances required to satisfy the maintenance task requirements.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ILS-FAC-FRAR-V5.3**
- 2. TITLE: FACILITIES REQUIREMENTS ANALYSIS REPORT**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Facilities Requirements Analysis Report (FRAR) describes the detailed requirements for all of the Commonwealth Facilities, including recommended works requirements, to enable the Mission System and the Support System to be operated and supported over the Life-of-Type of the Mission System. The Commonwealth and the Contractor use the FRAR as the basis for a common understanding of the requirements for Commonwealth Facilities.
 - 3.2** The Contractor uses the FRAR to document the outcomes of its Facilities requirements analyses for new Commonwealth Facilities to be constructed by either the Commonwealth or the Contractor, and/or existing Commonwealth Facilities to be modified by either the Commonwealth or the Contractor (or both).
 - 3.3** The Commonwealth uses the FRAR to:
 - a. assist with the evaluation of the Contractor's designs for both the Mission System and the Support System;
 - b. understand, evaluate and monitor the Contractor's scope of work under the Contract with respect to Facilities;
 - c. identify and understand the Commonwealth's scope of work with respect to Facilities; and
 - d. finalise the scope and scheduling of the respective development and implementation activities for new or to-be-modified Commonwealth Facilities for which either the Contractor, the Commonwealth or both parties have responsibility.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The FRAR is subordinate to the following data items, where these data items are required under the Contract:
 - a. Integrated Support Plan (ISP); and
 - b. Site Installation Plan (SIP).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:
Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the FRAR should summarise these aspects and refer to the other data item.
 - 6.1.3** 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.

6.2 Specific Content

6.2.1 General

6.2.1.1 The FRAR shall provide sufficient detail to enable the Commonwealth to:

- a. be assured that, where Commonwealth Facilities are mandated under the Contract, those Facilities will be suitable for the Contractor's proposals for the new Mission System and Support System;
- b. understand the full scope of the requirements for Commonwealth Facilities, for the new Mission System and Support System; and
- c. translate the FRAR into construction bid packages that will build or modify Facilities to be compatible with the new Mission System and the Support System.

6.2.1.2 The FRAR shall include a full description of the required Facilities including recommendations, accompanied by drawings, specifications, and sketch plans, for new Commonwealth Facilities and for existing Commonwealth Facilities to be modified.

6.2.2 Requirements Analysis

6.2.2.1 The FRAR shall provide details of the analysis process used to develop the FRAR (highlighting any differences from the analysis described in the Approved ISP), including:

- a. a description of the methodology employed;
- b. identification of the data sources used;
- c. identification of the key assumptions on which the analysis is based; and
- d. sample calculations (if relevant).

6.2.2.2 The analysis shall include Facilities requirements specifically pertaining to existing or planned Commonwealth Facilities located at all operational and logistic support locations.

6.2.3 Facilities Details

6.2.3.1 For each of the Facilities requirements identified, the FRAR shall include specific assessments, and justification for those assessments, of the:

- a. space / room requirements;
- b. equipment and Personnel needed to operate and support the Mission System and Support System, as applicable, in the applicable Facility;
- c. installation requirements for items of equipment that are part of the Mission System and Support System, as applicable (cross-referencing the SIP, if available);
- d. intended use of the Defence Wide Area Network (WAN) or of leased data links, in terms of bandwidth and peak capacity requirements;
- e. power requirements, including anticipated peak loads, reasonable allowances for growth, earthing, and equipment susceptibility to spikes in the power supply;
- f. air conditioning requirements considering working conditions, ventilation and heat generation from plant;
- g. equipment-specific cooling requirements (eg, water cooling), which are in addition to the air conditioning requirements and which are recommended to be provided as part of the Facilities;
- h. lighting requirements;
- i. floor loading requirements;
- j. floor levelling requirements where there are, for example, process-specific requirements for particular tolerances in the floor levels;
- k. Work Health and Safety issues and safety risk management provisions;
- l. facilities for achieving a suitable work environment, as may be described by a code of practice approved under section 274 of the *Work Health and Safety Act 2011* (Cth), *Managing the Work Environment and Facilities*;

- m. noise insulation requirements;
- n. mechanical constraints, if any;
- o. facility-specific fire detection / suppression systems;
- p. access requirements for equipment (eg, vehicle loading docks) and personnel;
- q. personnel access control and physical security requirements;
- r. emanations security and cyber security requirements;
- s. Electromagnetic Interference (EMI) and Electromagnetic Compatibility (EMC);
- t. storage requirements, including shelving / racking recommendations;
- u. dust control / clean room requirements;
- v. compressed air requirements;
- w. water supply and extraction / sewerage requirements;
- x. trade waste generation and extraction removal requirements; and
- y. recommendations for energy and water efficiency.

6.2.3.2 For each of the Facilities identified in the Contract that will be modified for, or provided by, the Commonwealth, the FRAR shall include the Contractor's schedule recommendations with respect to the required works.

6.2.4 Contractor Facilities required for in-service support

6.2.4.1 If the SOW requires the Contractor to address Facilities for the Contractor and/or related parties, in order to provide in-service support, the FRAR shall:

- a. identify and briefly describe the significant Facilities (ie, Facilities that must be built or specifically modified to enable in-service support);
- b. summarise how these Facilities were analysed; and
- c. identify the key points that make these Facilities significant (eg, in terms of size, cost or specialised plant or equipment that needed to be included in the Facility).

6.3 Annexes

6.3.1 Annexes shall be used, as required, to record requirements and document plans for individual Facilities.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-ILS-PER-PRRL-V5.3**
- 2. TITLE: PERSONNEL RESOURCE REQUIREMENTS LIST**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Personnel Resource Requirements List (PRRL) documents the types and quantities of Personnel required to perform the functions associated with each of the Support System Constituent Capabilities.
 - 3.2** The Contractor uses the PRRL to:
 - a. document the outcomes of its Personnel requirements analysis conducted in accordance with the Approved ISP; and
 - b. advise the Commonwealth of the recommended types and quantities of Personnel, including (where applicable) security clearance requirements.
 - 3.3** The Commonwealth uses the PRRL to:
 - a. understand and evaluate the Contractor's approach to meeting the requirements of the Contract and, if applicable, the Contract (Support);
 - b. assist with the evaluation of the Support System as it evolves under the Contract;
 - c. assist with monitoring the progress of the Contractor's developmental activities under the Contract; and
 - d. enable the Commonwealth to undertake Independent Verification and Validation (IV&V) of the Contractor's PRRL outcomes.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The PRRL is subordinate to the Integrated Support Plan (ISP).
 - 4.2** The PRRL inter-relates with the following data items, where these data items are required under the Contract:
 - a. Task Analysis Report (TAR);
 - b. Logistic Support Analysis Record (LSAR);
 - c. Level Of Repair Analysis Report (LORAR);
 - d. Performance Needs Analysis Report (PNAR); and
 - e. Life Cycle Cost Report and Model (LCCRM).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:
Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** This data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** 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.

6.2 Specific Content

6.2.1 Personnel Resource Requirements

6.2.1.1 The PRRL shall identify, for each Support System Constituent Capability, the optimised results and recommendations for the types and quantities of Personnel required as:

- a. Commonwealth Personnel, and
- b. Contractor (Support) and Subcontractor (Support) Personnel.

6.2.1.2 The PRRL shall identify whether or not any identified type of Commonwealth Personnel (by skill) is available, or could not reasonably be made available through the application of suitable Training to be provided under the Contract

6.2.1.3 The PRRL shall identify the Personnel required to meet the Australian Industry Capability requirements if defined in any accompanying Contract (Support).

6.2.2 Validation Report

6.2.2.1 The PRRL shall include a Validation Report, as an annex, which shall describe the analysis processes undertaken to define the optimal types and quantities of Personnel required to perform all operating and support functions associated with the Mission System and the Support System.

6.2.2.2 The Validation Report shall include:

- a. a description of the method and model(s) used, including any organisational model(s), and consideration of the following aspects of identified jobs and duties:
 - (i) nature of the job or duty (eg, uninterruptible, non-continuous, safety-critical, mission-critical, shift-based, etc);
 - (ii) frequency of performance;
 - (iii) level of supervision;
 - (iv) responsibilities;
 - (v) performance conditions;
 - (vi) performance standards;
 - (vii) security clearance requirements;
 - (viii) regulatory requirements; and
 - (ix) consequences of inadequate performance;
- b. identification of the data sources including, where applicable, cross-references to the TAR and PNAR, as applicable;
- c. identification of the key assumptions on which the analysis is based;
- d. calculations and sensitivity analyses for a sample of Personnel (to include each of the categories defined in clause 6.2.2.1) to support the recommendations; and
- e. justification for the recommended types and quantities of Personnel for operation and support of the Mission System and Support System.

6.3 Annex

6.3.1 Data justifying the Personnel listed in the PRRL, including the Validation Report, shall be provided as an annex to the PRRL.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ILS-SW-SWSP-V5.3

2. TITLE: SOFTWARE SUPPORT PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Software Support Plan (SWSP) describes the Support Resources, methods and procedures required to perform life-cycle support of Software, including Software applications and Software Updates, used for the purpose of providing continuing life-cycle support for Software.

3.2 The Contractor uses the SWSP to:

- a. define the management organisation, methodology and tasks necessary to support the deliverable Software, including Software Updates; and
- b. identify the Support Resources (eg, Software tools, skills, servicing and programming equipment) required to perform Software maintenance, including Preventive Maintenance and Corrective Maintenance, and the development of enhancements to the Software throughout its life.

3.3 The Commonwealth uses the SWSP to:

- a. understand the level and complexity of the Software support required; and
- b. assess the Contractor's proposed program for the provision of Software support.

4. INTER-RELATIONSHIPS

4.1 The SWSP is subordinate to the following data items, where these data items are required under the Contract:

- a. Integrated Support Plan (ISP);
- b. Systems Engineering Management Plan (SEMP);
- c. Software Management Plan (SWMP); and
- d. Contractor Engineering Management Plan (CEMP).

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

- a. Software List (SWLIST);
- b. Materiel System Security Management Plan (MSSMP);
- c. In-Service Security Management Plan (ISSMP);
- d. Support System Technical Data List (SSTD) (applicable to acquisition contracts);
- e. Technical Data List (TDL) (applicable to support contracts);
- f. Task Analysis Report (TAR); and
- g. Life Cycle Cost Report and Model (LCCRM).

4.3 The SWSP inter-relates with the Technical Data and Software Rights (TDSR) Schedule and the Security Classification and Categorisation Guide (SCCG) Attachments to the Contract.

5. APPLICABLE DOCUMENTS

5.1 The following document forms a part of this DID to the extent specified herein:

MIL-HDBK-1467 Acquisition of Software Environments and Support Software

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

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

6.1.2 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.

6.2 Specific Content

6.2.1 General

6.2.1.1 The SWSP shall comply with the content requirements of MIL-HDBK-1467 Appendix B, as tailored by the exceptions and changes identified below.

6.2.1.2 If this DID is being used under an acquisition contract, the SWSP shall address Software support for all deliverable Software associated with the Mission System and the Support System.

6.2.1.3 If this DID is being used under a support contract, the SWSP shall address the management and planning of Software Support Services for Software designated as 'Products Being Supported'.

6.2.2 Tailoring to be applied to MIL-HDBK-1467

6.2.2.1 All references to *Life Cycle Software Engineering Environment User's Guide* shall be read as 'Software Support Plan'.

6.2.2.2 All references to 'guide' shall be read as 'plan'.

6.2.2.3 The SWSP shall include in the 'table or matrix', as required by MIL-HDBK-1467 Appendix B paragraph B.3.3.1.1 (Description of the application software to be supported by the LCSEE), a sufficient level of detail describing the application Software in order to cross-reference the target system's functions and the management requirements to be detailed within the SWSP.

6.2.2.4 The SWSP shall address the requirements of MIL-HDBK-1467 Appendix B paragraph B.3.3.1.5 (limited and restricted rights), for the deliverable Software / Software products to be / being supported, as applicable, and the Software used within the support environment, by including:

- a. the applicable category of Software rights as defined through clause 5 of the COC (eg, Software product, GFE, or Commercial Software); and
- b. cross-references to any restrictions applying to the rights to use and sublicense the Software, and related Technical Data (eg, Source Code), as detailed within the Contract or licences, as applicable.

6.2.2.5 The SWSP shall include, for the Software listed in accordance with the requirements of MIL-HDBK-1467 Appendix B paragraph B.3.5.4 (Software structure), cross-references to the SSTDL or TDL (eg, for Source Code, specifications, and Software design documentation), as applicable.

6.2.2.6 The SWSP shall address the requirements of MIL-HDBK-1467 Appendix B paragraph B.3.6.6.2 (security provisions and other restrictions), for both the application Software to be / being supported and Software used within the support environment, in accordance with the SCCG and any Export Approvals, as applicable.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ILS-TDATA-CDATA-V5.3

2. TITLE: CODIFICATION DATA

3. DESCRIPTION AND INTENDED USE

3.1 As a sponsored nation in the NATO Codification System (NCS), Australia is required to adhere to the policies and principles as published in the NATO Manual of Codification (ACodP-1). Codification of a Stock Item (refer clause 3.4) involves assessing the essential characteristics of an item in order to discern its unique character and to differentiate it from any other item. NATO Standardisation Agreement (STANAG) 4177 details a standard process for the acquisition of data in support of Codification. This DID details the format, content and preparation instructions for the supply of Codification Data (CDATA), which will be used by the Commonwealth for Codification purposes.

3.2 The Contractor uses this data item to provide CDATA to the Commonwealth.

3.3 The Commonwealth uses this data item to enable it to undertake Codification in order to meet its statutory requirements for asset management and financial reporting obligations pursuant to the *Public Governance, Performance and Accountability Act 2014* (PGPA).

3.4 In this DID, the term Stock Item:

- a. if this DID is being used under an acquisition contract, means an item of Supplies (that is not data or Software, unless specifically required to be codified, or services); and
- b. if this DID is being used under a support contract, has the same meaning as provided in the Glossary.

4. INTER-RELATIONSHIPS

4.1 The CDATA is subordinate to the following data items, where these data items are required under the Contract:

- a. Integrated Support Plan (ISP);
- b. Support Services Management Plan (SSMP);
- c. Supply Support Development Plan (SSDP);
- d. Supply Support Plan (SSP);
- e. Technical Data Plan (TDP) or Technical Data Management Plan (TDMP) (as applicable); and
- f. Support System Technical Data List (SSTD L) or Technical Data List (TDL) (as applicable).

5. APPLICABLE DOCUMENTS

5.1 The following document forms a part of this DID to the extent specified herein:

STANAG 4177 *Codification of Items of Supply – Uniform System of Data Acquisition*

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

Note: The reference to the SOW clause for 'Deliverable Data Items' in the following clause is applicable for those Contracts that do not include a Contract Data Requirements List (CDRL).

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

6.2 Specific Content

6.2.1 Data for Each Item Not Codified in the NATO Codification System

6.2.1.1 For each proposed Stock Item, which is not codified in the NATO Codification System, the CDATA shall detail the following information:

- a. name and full address of the true manufacturer of the item – a manufacturer is deemed to be that organisation that controls the design specification of the item;
- b. the NATO Commercial and Government Entity Code (NCAGE Code¹) of the true manufacturer (where this is known);
- c. the reference / part Number assigned to the item by the true manufacturer to uniquely identify the item;
- d. name and full address of the supplier of the item;
- e. the NCAGE Code of the supplier (where this is known);
- f. the supplier's reference / part number for the item;
- g. the name of the item as it appears in the manufacturer's or supplier's documentation;
- h. a proposed NATO group class (if appropriate or known);
- i. a proposed item name (using NCS approved nomenclature if appropriate);
- j. the reference / part number, manufacturer and name of the next higher assembly;
- k. manufacturer's documents that provide a comprehensive description of the item (ie, the design / procurement specification, product or technical data sheet) and that define the characteristics or features required for form, fit and function (noting that, as appropriate, this information includes performance, dimensional, physical, electrical, mechanical, material, finishing and construction characteristics; and, as applicable, this sub-clause might require the provision of design drawings, manuals, tender specifications, design specifications, Safety Data Sheets, and other information);
- l. volumetric information, complementary to the dimensional data required by clause 6.2.1.1k, for:
 - (i) unpackaged Stock Items (including length, width, depth, net weight and units of measure);
 - (ii) packaged Stock Items (including the quantity of units per pack, the gross length, width, depth, cube and weight per unit pack, units of measure, and unit packs per intermediate container); and
 - (iii) if applicable, palletisation (including quantity of intermediate containers per pallet layer, number of layers per pallet, pallet width, depth, height and gross weight); and
- m. a statement as to whether the particular part identified at clause 6.2.1.1c and 6.2.1.1d above is fully item identifying (noting that a part number is fully item identifying where, without any further definition, any item of production bearing that part number has the characteristics defined at clause 6.2.1.1k above).

6.2.2 Data for Each Item Already Codified in the NATO Codification System

6.2.2.1 For each Stock Item, which is already codified in the NATO Codification System, the CDATA shall list the following information:

- a. NATO Stock Number (NSN);
- b. item name;
- c. true manufacturer's name, NCAGE Code and item reference / part number; and
- d. supplier's name, NCAGE Code and item reference / part number.

¹ Note that the abbreviation NCAGE may appear CAGE in other parts of the Contract that directly refer to related US standards.

6.2.3 Changes to Provided Information

- 6.2.3.1** On occasions, it might become necessary to advise changes to previously provided information. For example, it might be subsequently found that the information supplied originally is incorrect or incomplete, the manufacturer/supplier has advised changes or that additional manufacturer's references are found to be applicable. In these cases, an amendment to the CDATA shall be provided to the Commonwealth (as required by the CDRL), which details the changed information, appropriately cross-referenced to the NSN (if known), the true manufacturer's name, NCAGE Code and reference / part number originally advised.

DATA ITEM DESCRIPTION**1. DID NUMBER: DID-ILS-TDATA-LSAR-V5.3**

Note to drafters: Tailorable elements of this DID (eg, the population of tables for each review and the Data Selection Sheet) should be tailored for inclusion in request for tender documents. Subsequently, these elements should also be reviewed pre-contract with the preferred tenderer and in the context of their proposed solution.

2. TITLE: LOGISTIC SUPPORT ANALYSIS RECORD**3. DESCRIPTION AND INTENDED USE**

3.1 This Logistic Support Analysis (LSA) Record (LSAR) DID defines the data population requirements for the LSAR, to support project LSA Activities and to produce outputs for ILS products.

3.2 The Contractor and the Commonwealth use the LSAR as common source database for LSA and related analysis processes, and as the basis for a source for the data required to produce specific Technical Data and ILS products derived from the LSA process.

3.3 The Commonwealth also uses the LSAR to:

- a. assist with its understanding of the Contractor's designs for, and scope of work with respect to, both the Mission System and the Support System;
- b. assist with monitoring the Contractor's developmental activities under the Contract; and
- c. identify and understand the Commonwealth's scope of work with respect to reviewing and implementing ILS outcomes.

4. INTER-RELATIONSHIPS

4.1 The LSAR is subordinate to the following data items, where these data items are required under the Contract:

- a. Integrated Support Plan (ISP); and
- b. Life Cycle Cost Management Plan (LCCMP).

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

- a. Task Analysis Report (TAR);
- b. Failure Modes Effects and Criticality Analysis Report (FMECAR);
- c. Reliability Centred Maintenance Analysis Report (RCMAR);
- d. Level of Repair Analysis Report (LORAR);
- e. Life Cycle Cost Report and Model (LCCRM);
- f. Recommended Spares Provisioning List (RSPL);
- g. Support and Test Equipment Provisioning List (S&TEPL);
- h. Packaging Provisioning List (PACKPL);
- i. Recommended Provisioning List (RPL);
- j. Personnel Resource Requirements List (PRRL);
- k. Performance Needs Analysis Report (PNAR);
- l. Training Equipment List (TEL);
- m. Support System Technical Data List (SSTD L); and
- n. Facilities Requirements Analysis Report (FRAR).

5. APPLICABLE DOCUMENTS

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

DEF(AUST)5692 *Logistic Support Analysis Record Requirements for the
Issue 3 Australian Defence Organisation*

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall be submitted with the delivery advice details provided in a format that complies with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 The data item LSAR data shall comply with the data format, structure, and transfer requirements for validated LSAR systems as defined in DEF(AUST)5692.

6.2 Specific Content

6.2.1 Delivery Advice Details

6.2.1.1 Delivery Overview: This section shall summarise the purpose and contents of the data delivery and shall describe any security or privacy considerations associated with its use.

6.2.1.2 Data Population: This section shall briefly state the data growth for the initial delivery or between the current and previous deliveries. Data growth shall be described in terms of:

- a. the system(s) for which data has been populated;
- b. the indenture level of systems to which data has been populated; and
- c. data tables populated.

6.2.1.3 The term 'populated data tables', as used in this DID, does not imply that all data fields within a table must be populated. Only those data fields identified by the Data Selection Sheet at Annex A to this DID and the data required by the LSAR Table Rules for population of that table are required (ie, includes key fields and table rules described in DEF(AUST)5692).

6.2.2 LSAR Data Requirements

6.2.2.1 General

6.2.2.1.1 This section describes the data requirements for delivery as LSAR data via data transfer file, on-line access, or both, as required by the Statement of Work (SOW).

6.2.2.1.2 Where on-line access to the Contractor's LSAR is available, the term 'delivered data' is synonymous to that data being available on-line, at the specified time/milestone, with the ability to produce standard and ad hoc reports in accordance with DEF(AUST)5692.

6.2.2.1.3 Each LSAR data delivery shall include the details identified against the Mandated System Reviews, which list applicability, indenture level and the data tables populated for the Mission System and Support System. Data required from those tables is listed in the Data Selection Sheet at Annex A; if there is a conflict between the identification of a data table and the Data Selection Sheet, the Data Selection Sheet takes precedence.

6.2.2.2 System Requirements Review

6.2.2.2.1 The purpose of delivered data for System Requirements Review (SRR) is to ensure that the user/operator requirements have been captured in the LSAR. The requirements of this clause 6.2.2.2 are not applicable if an SRR is not required under the Contract.

6.2.2.2.2 Delivered Data - Systems and Indenture Levels: The following data shall be populated to the following indenture levels unless otherwise specified in the 'Populated Tables' section:

- a. Mission System - Level 3 Functional only (not applicable to A Tables, refer to the 'Delivered Data - Populated Tables' section below); and
- b. Support System - Level 1 Functional and Level 1 Physical.

- 6.2.2.2.3** Delivered Data - Populated Tables: The following table describes the data table requirements, by LSAR table, for the SRR; refer to the Data Selection Sheet at Annex A for the data requirements within each table group/table.

Table Group or Table(s)	Requirement	Objective
XA	As per Data Selection Sheet using a functional structure.	The LSAR shall record the project data identified for this table.
XB, XC	As per Data Selection Sheet	The LSAR shall identify top-level Mission System structures and Support System Components to meet specified requirements.
A Group	As per Data Selection Sheet	The LSAR shall record the specified operational requirements for the Mission System (Level 1) and those subsystems (to Level 2 or 3) with different operating rates. ¹

6.2.2.3 System Definition Review

- 6.2.2.3.1** The purpose of delivered data for the System Definition Review (SDR) is to capture the high level functional design in the LSAR and verify that intended Reliability, Availability and Maintainability (RAM) characteristics are consistent with specified user/operator requirements. The requirements of this clause 6.2.2.3 are not applicable if an SDR is not required under the Contract.

- 6.2.2.3.2** Delivered Data - Systems and Indenture Levels: The following data shall be populated to the following indenture levels unless otherwise specified in the 'Populated Tables' section:

- Mission System - Level 3 Functional items cross-mapped to physical items, at any level, used to substantiate projected RAM characteristics; and
- Support System - Level 1 Functional and Level 1 Physical.

- 6.2.2.3.3** Delivered Data - Populated Tables: The following table describes the data table requirements, by LSAR table, for the SDR; refer to the Data Selection Sheet at Annex A for the data requirements within each table group/table.

Table Group or Table(s)	Requirement	Objective
XA	Updates as applicable	
XB, XC, XF	As per Data Selection Sheet	The LSAR shall identify the Mission System functional LCN structure for each proposed configuration via a Usable On Code (UOC). The LSAR shall identify Support System Components where they are specific to an individual UOC.
XG	As per Data Selection Sheet	The LSAR shall record the cross-referencing between the functional and physical Mission System LCN structures.
A Group	Updates as applicable	
BA, BB, BC, BD, BE	As per Data Selection Sheet	The LSAR shall record the allocated / comparative / predicted RAM characteristics for the recorded Mission System components. These will be compared against requirements.

6.2.2.4 Preliminary Design Review

- 6.2.2.4.1** The purpose of delivered data for the Preliminary Design Review (PDR) is to introduce the physical Mission System structure, its failure modes, and to assess Materiel Safety. Results of FMECA are used to verify analyst understanding of mission criticality by mission phase, and Materiel Safety. Unacceptable safety or mission failures may be identified. RCM analysis results are required for failure modes identified with a severity class affecting safety, including any resulting preventive maintenance or proposed design changes. The requirements of this clause 6.2.2.4 are not applicable if a PDR is not required under the Contract.

¹ Only identify systems/subsystems that have distinctly different operating rates to the Mission System. For example, an aircraft uses flying hours for the Mission System, landings are entered for the 'landing subsystem' (ie, physical undercarriage), etc.

6.2.2.4.2 Delivered Data - Systems and Indenture Levels: The following data shall be populated to the following indenture levels unless otherwise specified in the 'Populated Tables' section:

- a. Mission System - Level [...INSERT INDENTURE LEVEL...] Physical / Level 3 Functional; and
- b. Support System Components - Level 1 Physical and Level 1 Functional.

Note to drafters: The number of physical indenture levels will depend upon the actual number of levels for a Mission System / end item and the depth needed to support the FMECA and RCM analysis data. A decision need to be made on how far down this analysis goes and also for limits of related data for OTS items used within the end item.

6.2.2.4.3 Delivered Data - Populated Tables: The following table describes the data table requirements, by LSAR table, for the PDR; refer to the Data Selection Sheet at Annex A for the data requirements within each table group/table.

Table Group or Table(s)	Requirement	Objective
XA, XB, XC, XF	As per Data Selection Sheet with physical LCN Structure.	The LSAR shall record the Mission System physical LCN structure.
XG	Updates as applicable	
XH	As per Data Selection Sheet	The LSAR shall identify the Contractor and Subcontractors who will provide reference numbered items.
A Group	Updates if applicable	
BA - BE	Updates for physical LCN Structure items, including significant Support System Components.	
BF - BL, RI, VF	As per Data Selection Sheet for FMEA and FMECA data, and RCM analysis of safety critical failures.	The LSAR shall record the identified failure modes of the Mission System. This shall enable verification of criticality (including mission criticality) assessments via LSA-056 and safety related RCM analysis via LSA-050.
CA	Key and Mandatory fields only. For tasks identified from FMECA and RCM.	The LSAR shall identify Mission System tasks resulting from FMECA and RCM analysis for safety critical failures.
EA, EE	As per Data Selection Sheet for special to type Support & Test Equipment (S&TE) and Training Equipment, and those which are LLTIs.	The LSAR shall identify and provide explanations/justification for special-to-type S&TE. The LSAR shall identify S&TE and Training Equipment that are LLTIs through EA, HA and HG.
FA	As per Data Selection Sheet	The LSAR shall identify the names, category and types of facilities required.
HA	Part Identification details and Long Lead Time Item (LLTI) Provisioning Category Code only; excludes other indicator codes, dimensions, etc.	The LSAR shall record known part (reference) numbers to a level that matches the Physical LCN structure. This shall enable a review of LCN structure via LSA-126. The LSAR shall identify LLTIs to enable LLTI provisioning.
HD, HO	As per Data Selection Sheet for LLTIs.	The LLTI Provisioning Technical Documentation (PTD) list shall be recorded in the LSAR.
HG	Key fields.	As per HA.
VR, VS, VT	As per Data Selection Sheet	Identify Mission System roles and role equipment, as applicable.

6.2.2.5 Detailed Design Review

6.2.2.5.1 The purpose of the delivered data for the Detailed Design Review (DDR) is to ensure that there will be no design changes to the Mission System following DDR due to:

- a. unacceptable failure modes;
- b. unmaintainable designs; or
- c. designs that do not represent a solution that minimises LCC, in accordance with the Approved governing plan for LCC under the Contract (eg, the LCCMP).

6.2.2.5.2 Demonstrating that the design has stabilised for the above purposes requires the FMECA and RCM analysis of the Mission System to be complete. The delivered data enables the estimation of In-Service logistic requirements for Personnel and Facilities, and to review the achievability of the Australian Industry Capability (AIC) program from the preliminary maintenance allocations. The requirements of this clause 6.2.2.5 are not applicable if a DDR is not required under the Contract.

6.2.2.5.3 Delivered Data - Systems and Indenture Levels: The following data shall be populated to the following indenture levels unless otherwise specified in the 'Populated Tables' section:

- a. Mission System - All project applicable levels Physical / Level 3 Functional; and
- b. Support System Components - Level 1 Physical and Level 1 Functional.

6.2.2.5.4 Delivered Data - Populated Tables: The following table describes the data table requirements, by LSAR table, for the DDR; refer to the Data Selection Sheet at Annex A for the data requirements within each table group/table.

Table Group or Table(s)	Requirement	Objective
X, A Groups	Updates as applicable	
BA – BE	Updates as applicable	
BF - BL, RI, VF	As per Data Selection Sheet, including all FMECA and RCM results, and related tasks.	The LSAR shall identify all Mission System maintenance tasks, with traceability to FMECA and RCM analysis.
CA, CB	As per Data Selection Sheet for operator, maintenance and significant support tasks ² . Include task/subtask identification, frequencies and predicted times.	The LSAR shall identify task requirements and preliminary maintenance allocations. This enables an assessment of achieving preparedness and LCC requirements based on R&M and task information. Review via ad hoc reports and LSA-016.
CD	As per Data Selection Sheet for operator and maintenance tasks.	The LSAR shall identify personnel requirements for on-equipment tasks. Review via LSA-001 and LSA-065.
CG, CI	As per Data Selection Sheet for on-equipment tasks.	The LSAR shall identify spares, S&TE and other provisioned items for on-equipment tasks.
EA, EE	Update as applicable, including all S&TE used or stored on-equipment.	
FA, FE	As per Data Selection Sheet	The LSAR shall identify facilities requirements for operations (if applicable), maintenance, and other listed support tasks.
GA, GB, GC	As per Data Selection Sheet	The LSAR shall document existing applicable ADF skills for allocation to tasks, and new or modified skills (if applicable) required to perform tasks.
HA	As per Data Selection Sheet, excluding Provisioning List Category Code (PLCC) data. Including existing NATO Stock Numbers (NSNs).	The LSAR shall identify part (reference) numbers for all Mission System LSA Candidate Items ³ and all items used in operation and on-equipment maintenance and support.
HD, HG, HO	Update as applicable	
JA, JF	As per Data Selection Sheet	The LSAR shall record requirements and remarks pertinent to the transport of the end items, as required for the operation and support concepts.
MA, ME	Applicable to items/tasks.	
RA, RB	As per Data Selection Sheet	To identify work area codes and descriptions.
VR, VS, VT	Update as applicable	
WV, WY	As per Data Selection Sheet	

² Significant support tasks include preparation for transport of the end item or subsystems, special preparations for storage, etc.

³ Generally, LSA Candidate Items are maintenance significant items, structural items requiring inspection, and any item that must be identified in the supply chain; as specified under the Contract. Bulk items and consumables are generally not Candidate Items.

6.2.2.6 Support System Detailed Design Review

6.2.2.6.1 The purpose of delivered data for the Support System Detailed Design Review (SSDDR) is to agree to the maintenance and support policies and to scope the related resource requirements. The SSDDR enables the development of ILS Products to commence, including provisioning lists, training material, and technical and support manuals. The SSDDR is the final review at which the Contractor demonstrates that its solution for the combined Mission System and Support System:

- a. represents a minimum LCC solution, as demonstrated in accordance with the Approved governing plan for the management of LCC under the Contract (eg, LCCMP); and
- b. will meet the requirements of the AIC program, as documented in the AIC Plan.

6.2.2.6.2 The requirements of this clause 6.2.2.6 are not applicable if an SSDDR is not required under the Contract.

6.2.2.6.3 Delivered Data - Systems and Indenture Levels. The LSAR data shall be populated to the following indenture levels unless otherwise specified in the 'Populated Tables' section:

- a. Mission System - All project applicable levels Physical / Level 3 Functional; and
- b. Support System Components - All project applicable levels required for the levels of repair and support of all support equipment, including S&TE and Training Equipment, for the Physical structure / Level 1 Functional.

6.2.2.6.4 Delivered Data - Populated Tables. The following table describes the data table requirements, by LSAR table, for the SSDDR; refer to the Data Selection Sheet at Annex A for the data requirements within each table group/table.

Table Group or Table(s)	Requirement	Objective
X, A, F, G, J Group	As per Data Selection Sheet with updates as applicable.	
XI	As per Data Selection Sheet.	The LSAR shall record Technical Manual Codes and Index Numbers.
B Group	Updates as applicable, including Support System Components requiring support.	The LSAR shall record R&M characteristics for all applicable to items with logistic support requirements.
CA, CB, CD	As per Data Selection Sheet for all tasks. Update maintenance allocations as a result of Level of Repair Analysis (LORA) for all tasks performed in country. Identify tasks with a training requirement.	The LSAR shall record task requirements and optimised maintenance allocations. The LSAR shall identify the tasks that require training for the training task inventory. The LSAR shall be reviewed to assess the achievement of preparedness and LCC requirements based on task information. Review tasks via ad hoc reports, LSA-016, and 023 or 024.
CE, CF, CG, CH, CI	As per Data Selection Sheet.	The LSAR shall identify maintenance task allocations based on non-economic LORA criteria. The LSAR shall identify resource requirements to tasks as required for conducting LORA. Tasks are to be allocated to operator and technical manuals.
E Group	As per Data Selection Sheet.	The LSAR shall identify all support equipment required for calculating the system resource requirements and conducting LORA.
U Group	As per Data Selection Sheet and as required to justify selected Test Equipment.	To justify identified Test Equipment.
HA	Updates as applicable, including Support System Components and items used to support them.	The LSAR shall identify all items for potential provisioning action and screening against existing In-Service items.
HD, HE, HF	As per Data Selection Sheet.	The LSAR shall identify the spares, packaging and resource costs for LORA.

Table Group or Table(s)	Requirement	Objective
HG	As per Data Selection Sheet, including SMR, Maintenance Task Distribution and PTDS identified in the Data Selection Sheet.	As per HA. The LSAR shall identify LRUs, assemblies and overhaul kits, task distributions, etc, for and from LORA.
MA, MC-MF	As applicable.	Narrative to provide sufficient explanation where required.
MB	As per Data Selection Sheet.	Required to describe each Maintenance Policy Trade.
RA, RB, RI	Updates if applicable.	
RM	As per Data Selection Sheet.	The LSAR shall identify each Maintenance Policy Trade.
VR – VT, VF	Updates if applicable.	
VE	As per Data Selection Sheet.	To justify task facilities.
WA – WD, WL – WR	As per Data Selection Sheet.	The LSAR shall identify tasks allocated to servicing schedules.
WV, WY	Updates if applicable.	

6.2.2.7 Task Analysis Requirements Review

6.2.2.7.1 The purpose of delivered data for the Task Analysis Requirements Review (TARR) is to review task narratives and maintenance allocations, personnel and resource requirements, S&TE requirements and application, and training requirements prior to the development of the technical manuals, training courses, and other ILS Technical Data products. Following this review, the production of publications, Training courses, and maintenance plans, can proceed based on consistent and integrated analysis data. The requirements of this clause 6.2.2.7 are not applicable if a TARR is not required under the Contract.

6.2.2.7.2 Delivered Data - Systems and Indenture Levels: The LSAR data shall be populated to the indenture levels described for the SSDDR.

6.2.2.7.3 Delivered Data - Populated Tables: The following table describes the data table requirements, by LSAR table, for the TARR; refer to the Data Selection Sheet at Annex A for the data requirements within each table group/table.

Table Group or Table(s)	Requirement	Objective
X, A, B, E, U, F, G, J, M Groups	Updates as applicable.	
XI	Updates as applicable.	LSAR to include Illustrated Parts Catalogue (IPC) identification.
CA, CB, CD, CE, CF, CG, CH, CI	Updates as applicable.	The LSAR shall record all task data necessary to enable the calculation of resource requirements.
CC	As per Data Selection Sheet.	The LSAR shall record narratives for all tasks to be performed in country for In-service support where existing off-the-shelf manuals have not been approved. Review via LSA-016, 018, 019.
CJ, CK	As per Data Selection Sheet.	The LSAR shall record task inventories for duties and jobs and place tasks in the applicable technical manuals.
HA – HG, HK, HL	As per Data Selection Sheet, with updates as applicable.	
R Group	As per Data Selection Sheet, with updates as applicable.	The LSAR shall document information to produce Technical Maintenance Plans (TMPs) and Planned Servicing Schedules (PSSs).
VE, VF, VR – VT	Updates as applicable.	
WA – WC, WM – WR	Updates as applicable.	

Table Group or Table(s)	Requirement	Objective
WG, WH, WS – WT, WX	As per Data Selection Sheet.	The LSAR shall document information to produce Planned Servicing Schedules.
Z Group	For LRU TMPs and PSSs.	Note to drafters: These tables are primarily used by Aerospace, see DEF(AUST)5692 Issue 3. As per R table group (above) for Maintenance Managed Items (MMIs).

6.2.2.8 Provisioning Preparedness Review

6.2.2.8.1 The purpose of delivered data for the Provisioning Preparedness Review(s) is to review recommended provisioning lists for all spares, consumables, and support, test and training equipment. The requirements of this clause 6.2.2.8 are not applicable if Provisioning Preparedness Reviews are not required under the Contract.

6.2.2.8.2 Delivered Data - Systems and Indenture Levels: The LSAR data shall be populated to the indenture levels described for the SSDDR.

6.2.2.8.3 Delivered Data - Populated Tables: The following table describes the data table requirements, by LSAR table, for the Provisioning Preparedness Review(s); refer to the Data Selection Sheet at Annex A for the data requirements within each table group/table.

Table Group or Table(s)	Requirement	Objective/Note
X, A, B, C, E, U, F, G, J, M, R Groups	Updates if applicable.	
XD, XE	As per Data Selection Sheet.	The LSAR shall record any variations of Mission System or Support System configuration based on Serial Numbered End Items (if applicable).
HA – HF, HK, HL	Update as applicable.	
HG – HJ, HM, HO	As per Data Selection Sheet with updates as applicable.	The LSAR shall record updates to provisioning recommendations for use in approved provisioning lists, including repair and overhaul kits, IPC references and comments.
HN	As per Data Selection Sheet.	LSAR to address provisioning requirements that vary by serial numbered end item.
V Group	Updates as applicable.	
VA – VD	As per Data Selection Sheet.	LSAR shall record demand management details for supply management systems.
W Group	Updates as applicable.	
WE, WF, WI – WK	As per Data Selection Sheet.	LSAR shall record alternative part identification and authority for use details.

6.2.2.9 Functional Configuration Audit and Physical Configuration Audit

6.2.2.9.1 As part of the Functional Configuration Audit (FCA) and Physical Configuration Audit (PCA) the LSAR is to be validated to ensure that the LSAR is consistent with the build structures of, and interfaces between, the Mission System and Support System. The requirements of this clause 6.2.2.9 are not applicable if a FCA and a PCA are not required under the Contract.

6.2.2.9.2 Delivered Data: The LSAR shall have all of the specified data elements completed for all applicable indenture levels for both the Mission System and Support System for the purposes of the FCA and PCA.

6.3 Annex

A. Data Selection Sheet

ANNEX A TO DID-ILS-TDATA-LSAR

DATA SELECTION SHEET

Note to drafters: Identify the required elements in the Data Selection Sheet to suit the requirements of the project.

Data Element	Key	DED	DE CODE	Required
CROSS FUNCTIONAL REQUIREMENTS				
TABLE XA: END ITEM ACRONYM CODE				
END ITEM ACRONYM CODE (EIAC)	K	096	EIACODXA	
LCN STRUCTURE		202	LCNSTRXA	
ADMINISTRATIVE LEAD TIME	G	014	ADDLTMXA	
CONTACT TEAM DELAY TIME	G	052	CTDLTMXA	
CONTRACT NUMBER	G	055	CONTNOXA	
COST PER REORDER ACTION	G	061	CSREORXA	
COST PER REQUISITION	G	062	CSPRRQXA	
DEMILITARIZATION COST	G	077	DEMILCXA	
DISCOUNT RATE	G	083	DISCNTXA	
HOLDING COST PERCENTAGE	G	160	HLCSPCXA	
ESTIMATED SALVAGE VALUE	G	102	ESSALVXA	
INITIAL BIN COST	G	166	INTBINXA	
INITIAL CATALOGUING COST	G	167	INCATCXA	
INTEREST RATE	G	173	INTRATXA	
INVENTORY STORAGE SPACE COST	G	176	INVSTGXA	
LOADING FACTOR	G	195	LODFACXA	
OPERATION LEVEL	G	271	WSOPLVXA	
OPERATION LIFE	G	272	OPRLIFXA	
PERSONNEL TURNOVER RATE	G	289	-----	
PRODUCTIVITY FACTOR	G	300	PROFACXA	
RECURRING BIN COST	G	333	RCBINCXA	
RECURRING CATALOGUING COST	G	334	RCCATCXA	
RETAIL STOCKAGE CRITERIA	G	359	RESTRXA	
SAFETY LEVEL	G	363	SAFLVLXA	
SUPPORT OF SUPPORT EQUIPMENT COST FACTOR	G	421	SECSFCXA	
TRANSPORTATION COST	G	466	TRNCSTXA	
TYPE ACQUISITION	G	478	WSTYAQXA	
TYPE OF SUPPLY SYSTEM CODE	G	484	TSSCODXA	
TABLE XB: LSA CONTROL NUMBER INDENTURED ITEM				
LSA CONTROL NUMBER (LCN)	K	199	LSACONXB	
ALTERNATE LCN CODE	K	019	ALTLCNXB	
LCN TYPE	K	203	LCNTYPXB	
LCN INDENTURE CODE (LCN-IC)		200	LCNINDXB	
LCN NOMENCLATURE		201	LCNAMEXB	
TECHNICAL MANUAL FUNCTIONAL GROUP CODE (MAINTENANCE ALLOCATION CHART)		438	TMFGCDXB	
SYSTEM/END ITEM IDENTIFIER		423	SYSIDNXB	

ANNEX A TO DID-ILS-TDATA-LSAR

Data Element	Key	DED	DE CODE	Required
SECTIONALIZED ITEM TRANSPORTATION INDICATOR		367	SECITMXB	
RELIABILITY AVAILABILITY MAINTAINABILITY INDICATOR		342	RAMINDXB	
TABLE XC: SYSTEM/END ITEM				
USABLE ON CODE (UOC)	G	501	UOCSEIXC	
SYSTEM/EI PROVISIONING CONTRACT CONTROL NUMBER	G	307	PCCNUMXC	
SYSTEM/EI ITEM DESIGNATOR CODE		179	ITMDESXC	
SYSTEM/EI PROVISIONING LIST ITEM SEQUENCE NUMBER		309	PLISNOXC	
SYSTEM/EI TYPE OF CHANGE CODE		481	TOCCODXC	
SYSTEM/EI QUANTITY PER ASSEMBLY		316	QTYASYXC	
SYSTEM/EI QUANTITY PER END ITEM		317	QTYPEIXC	
TRANSPORTATION END ITEM INDICATOR		467	TRASEIXC	
TABLE XD: SYSTEM/END ITEM SERIAL NUMBER				
SERIAL NUMBER	K	373	-----	
SERIAL NUMBER USEABLE ON CODE		375	SNUUOCXD	
TABLE XE: LCN TO SERIAL NUMBER USABLE ON CODE				
SELECT TABLE XE				
TABLE XF: LCN TO SYSTEM/END ITEM USABLE ON CODE				
SELECT TABLE XF				
TABLE XG: FUNCTIONAL/PHYSICAL LCN MAPPING				
SELECT TABLE XG				
TABLE XH: COMMERCIAL AND GOVERNMENT ENTITY CODE				
COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	K	046	CAGECDXH	
CAGE NAME		047	CANAMEXH	
CAGE ADDRESS		047	-----	
TABLE XI: TECHNICAL MANUAL CODE AND NUMBER INDEX				
TECHNICAL MANUAL (TM) CODE	K	437	TMCODEXI	
TECHNICAL MANUAL NUMBER	G	440	TMNUMBXI	
OPERATIONS AND MAINTENANCE REQUIREMENTS				
TABLE AA: OPERATIONS AND MAINTENANCE REQUIREMENT				
END ITEM ACRONYM CODE (EIAC)	F	096	EIACODXA	
LSA CONTROL NUMBER (LCN)	F	199	LSACONXB	
ALTERNATE LCN CODE	F	019	ALTLCNXB	
LCN TYPE	F	203	LCNTYPXB	
SERVICE DESIGNATOR CODE	K	376	SERDESAA	
REQUIRED MAXIMUM TIME TO REPAIR	G	222	MAXTTRAA	
REQUIRED PERCENTILE	G	286	PERCENAA	
REQUIRED ACHIEVED AVAILABILITY	G	001	ACHAVAAA	
REQUIRED INHERENT AVAILABILITY	G	164	INHAVAAA	
OPERATIONAL MEAN ACTIVE MAINTENANCE DOWNTIME	G	223	OMAMDTAA	
TECHNICAL MEAN ACTIVE MAINTENANCE DOWNTIME	G	223	TMAMDTAA	
REQUIRED OPERATIONAL MEAN TIME TO REPAIR	G	236	OPMTTRAA	
REQUIRED TECHNICAL MEAN TIME TO REPAIR	G	236	TEMTTRAA	

ANNEX A TO DID-ILS-TDATA-LSAR

Data Element	Key	DED	DE CODE	Required
NUMBER OF OPERATING LOCATIONS	G	262	NUOPLOAA	
CREW SIZE	G	064	CREWSZAA	
TOTAL SYSTEMS SUPPORTED	G	454	TOSYSUAA	
RELIABILITY CENTERED MAINTENANCE LOGIC UTILIZED	G	345	RCMLOGAA	
TABLE AB: WAR/PEACE OPERATIONS AND MAINTENANCE REQUIREMENT				
OPERATIONAL REQUIREMENT INDICATOR	K	275	OPRQINAB	
ANNUAL NUMBER OF MISSIONS	G	021	ANNOMIAB	
ANNUAL OPERATING DAYS	G	022	ANOPDAAB	
ANNUAL OPERATING TIME	G	024	ANOPTIAB	
MEAN MISSION DURATION	G	228	MMISDUAB	
REQUIRED OPERATIONAL AVAILABILITY	G	273	OPAVAIBAB	
REQUIRED ADMINISTRATIVE AND LOGISTIC DELAY TIME	G	013	OPALDTAB	
REQUIRED STANDBY TIME	G	403	OSTBTIAB	
TABLE AC: MAINTENANCE LEVEL REQUIREMENT				
OPERATIONS AND MAINTENANCE LEVEL CODE	K	277	OMLVLCAC	
MAINTENANCE LEVEL MAXIMUM TIME TO REPAIR	G	222	MLMTTRAC	
MAINTENANCE LEVEL PERCENTILE	G	286	MLPERCAC	
NUMBER OF SYSTEMS SUPPORTED	G	265	MLNSSUAC	
MAINTENANCE LEVEL SCHEDULED ANNUAL MAN-HOURS	G	020	MLSAMHAC	
MAINTENANCE LEVEL UNSCHEDULED ANNUAL MAN-HOURS	G	020	MLUAMHAC	
SCHEDULED MAN-HOUR PER OPERATING HOUR	G	215	MLSMHOAC	
UNSCHEDULED MAN-HOUR PER OPERATING HOUR	G	215	MLUMHOAC	
UNSCHEDULED MAINTENANCE MEAN ELAPSED TIME	G	499	MLUMETAC	
UNSCHEDULED MAINTENANCE MEAN MAN-HOURS	G	499	MLUMMHAC	
TABLE AD: ORGANIZATIONAL LEVEL REQUIREMENT				
DAILY INSPECTION MEAN ELAPSED TIME	G	280	DINMETAD	
DAILY INSPECTION MEAN MAN-HOURS	G	280	DINMMHAD	
PRE-OPERATIVE INSPECTION MEAN ELAPSED TIME	G	280	PREMETAD	
PRE-OPERATIVE INSPECTION MEAN MAN-HOURS	G	280	PREMMHAD	
POSTOPERATIVE INSPECTION MEAN ELAPSED TIME	G	280	POIMETAD	
POSTOPERATIVE INSPECTION MEAN MAN-HOURS	G	280	POIMMHAD	
PERIODIC INSPECTION MEAN ELAPSED TIME	G	280	PINMETAD	
PERIODIC INSPECTION MEAN MAN-HOURS	G	280	PINMMHAD	
MISSION PROFILE CHANGE MEAN ELAPSED TIME	G	280	MPCMETAD	
MISSION PROFILE CHANGE MEAN MAN-HOURS	G	280	MPCM MHAD	
TURNAROUND INSPECTION MEAN ELAPSED TIME	G	280	TINMETAD	
TURNAROUND INSPECTION MEAN MAN-HOURS	G	280	TINMMHAD	
TABLE AE: SKILL OPERATIONS AND MAINTENANCE REQUIREMENT				
SKILL SPECIALTY CODE	F	387	SKSPCDGA	
AVAILABLE MAN-HOUR	G	028	AVAIMHAE	
AVAILABLE QUANTITY	G	324	QTYAVAAE	
UTILIZATION RATIO	G	503	UTRATIAE	

ANNEX A TO DID-ILS-TDATA-LSAR

Data Element	Key	DED	DE CODE	Required
TABLE AF: WAR/PEACE ADDITIONAL REQUIREMENTS NARRATIVE				
ADDITIONAL REQUIREMENTS	G	009	WPADDRAF	
TABLE AG: RELIABILITY REQUIREMENT				
ANNUAL OPERATING REQUIREMENT	M	023	ANOPREAG	
RELIABILITY OPERATIONAL REQUIREMENTS INDICATOR	M	275	OPRQINAG	
REQUIRED OPERATIONAL MEAN TIME BETWEEN FAILURES	G	229	OPMTBFAG	
REQUIRED TECHNICAL MEAN TIME BETWEEN FAILURES	G	229	TEMTBFAG	
REQUIRED OPERATIONAL MEAN TIME BETWEEN MAINTENANCE ACTIONS	G	230	OPMRBMAG	
REQUIRED TECHNICAL MEAN TIME BETWEEN MAINTENANCE ACTIONS	G	230	TMTBMAAG	
REQUIRED MEAN TIME BETWEEN REMOVALS	G	235	MTBRXXAG	
TABLE AH: INTEROPERABILITY REQUIREMENT				
INTEROPERABLE ITEM NAME	K	182	IONAMEAH	
INTEROPERABLE ITEM NUMBER TYPE	K	266	IOINTYAH	
INTEROPERABLE CAGE CODE	G	046	IOCAGEAH	
INTEROPERABLE REFERENCE NUMBER	G	337	IOREFNAH	
INTEROPERABLE ITEM NATIONAL STOCK NUMBER	G	253	-----	
INTEROPERABLE ITEM TECHNICAL MANUAL NUMBER	G	440	IOITNMAH	
TABLE AI: MODELLING DATA				
MODELLING SERVICE DESIGNATOR CODE	K	376	SERDESAI	
MODELLING OPERATIONS AND MAINTENANCE LEVEL CODE	K	277	OMLVLCAI	
LABOUR RATE	G	189	LABRATAI	
NUMBER OF SHOPS	G	263	NOSHPSAI	
REPAIR WORK SPACE COST	G	352	RPWSCSAI	
REQUIRED DAYS OF STOCK	G	357	RQDSTKAI	
TABLE AJ: OPERATIONS AND MAINTENANCE SHIPPING REQUIREMENT				
OPERATIONS AND MAINTENANCE LEVEL FROM	K	277	OMLVLFAJ	
OPERATIONS AND MAINTENANCE LEVEL TO	K	277	OMLVLTAJ	
SHIP DISTANCE	G	085	SHPDISAJ	
SHIP TIME	G	379	TIMESHAJ	
TABLE AK: SYSTEM/END ITEM NARRATIVE				
SYSTEM/END ITEM NARRATIVE CODE	K	424	SEINCDAK	
ADDITIONAL SUPPORTABILITY CONSIDERATIONS	G	010		
ADDITIONAL SUPPORTABILITY PARAMETERS	G	011		
OPERATIONAL MISSION FAILURE DEFINITION	G	274		
ITEM RELIABILITY, AVAILABILITY, AND MAINTAINABILITY REQUIREMENTS; FAILURE MODES EFFECTS AND CRITICALITY ANALYSIS; AND MAINTAINABILITY ANALYSIS				
TABLE BA: RELIABILITY, AVAILABILITY, AND MAINTAINABILITY CHARACTERISTICS				
END ITEM ACRONYM CODE (EIAC)	F	096	EIACODXA	
LSA CONTROL NUMBER (LCN)	F	199	LSACONXB	
ALTERNATE LCN CODE	F	019	ALTLCNXB	
LCN TYPE	F	203	LCNTYPXB	
MINIMUM EQUIPMENT LIST INDICATOR		243	MEQLINBA	

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Data Element	Key	DED	DE CODE	Required
CONVERSION FACTOR		059	CONVFABA	
FAULT ISOLATION		143	-----	
BIT DETECTABILITY LEVEL PERCENTAGE		032	-----	
BUILT-IN-TEST CANNOT DUPLICATE PERCENTAGE		031	BITNDPBA	
BUILT-IN-TEST RETEST OK PERCENT		033	BITROPBA	
FAILURE RATE DATA SOURCE		141	FRDATABA	
PILOT REWORK OVERHAUL CANDIDATE		292	PREOVGBA	
SECURITY CLEARANCE		369	SECCLEBA	
SUPPORT CONCEPT		410	SUPCONBA	
WEAROUT LIFE		505	WEOULIBA	
LOGISTIC CONSIDERATIONS		196	-----	
TABLE BB: RELIABILITY, AVAILABILITY, AND MAINTAINABILITY CHARACTERISTICS NARRATIVE				
RAM CHARACTERISTICS NARRATIVE CODE	K	341	RAMCNABB	
ITEM FUNCTION		180		
MAINTENANCE CONCEPT		207		
MINIMUM EQUIPMENT LIST NARRATIVE		244		
QUALITATIVE & QUANTITATIVE MAINTAINABILITY RQMT		315		
MAINTENANCE PLAN RATIONALE		210		
TABLE BC: RELIABILITY, AVAILABILITY, AND MAINTAINABILITY LOGISTICS CONSIDERATIONS				
LOGISTICS CONSIDERATION CODE	K	425	LOCOCBC	
RAM LOGISTICS CONSIDERATIONS		426	LOGNARBC	
TABLE BD: RELIABILITY, AVAILABILITY, AND MAINTAINABILITY INDICATOR CHARACTERISTICS				
RAM INDICATOR CODE	K	347	RAMINDBD	
ACHIEVED AVAILABILITY		001	ACHAVABD	
INHERENT AVAILABILITY		164	INHAVABD	
FAILURE RATE		140	FAILRTBD	
INHERENT MAINTENANCE FACTOR		165	INHMAFBD	
MAXIMUM TIME TO REPAIR (MAXTTR)		222	MAXTTRBD	
PERCENTILE		286	PERCENBD	
MEAN TIME TO REPAIR OPERATIONAL		236	MTTROPBD	
MEAN TIME TO REPAIR TECHNICAL		236	MTTRTHBD	
MEAN TIME BETWEEN FAILURES OPERATIONAL		229	OPMTBFBD	
MEAN TIME BETWEEN FAILURES TECHNICAL		229	TEMTBFBD	
MEAN TIME BETWEEN MAINTENANCE ACTIONS (MTBMA) OPERATIONAL		230	OMTBMABD	
MEAN TIME BETWEEN MAINTENANCE ACTIONS TECHNICAL		230	TMTBMABD	
MEAN TIME BETWEEN MAINTENANCE INDUCED		231	INMTBMBD	
MEAN TIME BETWEEN MAINTENANCE INHERENT (MTBM INHERENT)		232	INHMTBBD	
MEAN TIME BETWEEN MAINTENANCE NO DEFECT		233	NOMTBMBD	
MEAN TIME BETWEEN PREVENTIVE MAINTENANCE		234	MTBMPVBD	
MEAN TIME BETWEEN REMOVALS (MTBR)		235	MTBRXXBD	

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Data Element	Key	DED	DE CODE	Required
TABLE BE: WAR/PEACE RELIABILITY, AVAILABILITY, AND MAINTAINABILITY INDICATOR CHARACTERISTICS				
RAM OPERATIONAL REQUIREMENT INDICATOR	K	275	OPRQINBE	
ADMINISTRATIVE AND LOGISTIC DELAY TIME		013	ALDTXXBE	
OPERATIONAL AVAILABILITY		273	OPAVAIBE	
STANDBY TIME		403	STABYTBE	
TABLE BF: FAILURE MODE AND RELIABILITY CENTERED MAINTENANCE ANALYSIS				
FAILURE MODE INDICATOR (FMI)	K	134	FAMOINBF	
ENGINEERING FAILURE MODE MEAN TIME BETWEEN FAILURE (MTBF)		097	EFMTBFBF	
FAILURE MODE CLASSIFICATION		132	FMCLASBF	
FAILURE MODE RATIO		136	FMRATOBF	
RELIABILITY CENTERED MAINTENANCE (RCM) LOGIC RESULTS (01 to 25)		344	-----	
RCM DISPOSITION (A to J)		084	-----	
TABLE BG: FAILURE MODE AND RELIABILITY CENTERED MAINTENANCE NARRATIVE				
FAILURE MODE & RCM NARRATIVE CODE	K	131	FMNCNABG	
FAILURE/DAMAGE MODE EFFECT END EFFECT		125		
FAILURE/DAMAGE MODE EFFECT LOCAL		126		
FAILURE/DAMAGE MODE EFFECT NEXT HIGHER		127		
FAILURE CAUSE		124		
FAILURE/DAMAGE MODE		128		
FAILURE MODE DETECTION METHOD		129		
FAILURE PREDICTABILITY		138		
FAILURE MODE REMARKS		137		
REDESIGN RECOMMENDATIONS		426		
RCM AGE EXPLORATION		343		
RCM REASONING		346		
RCM REDESIGN RECOMMENDATIONS		426		
TABLE BH: FAILURE MODE TASK				
TASK REQUIREMENT LCN	F	199	TLSACNBH	
TASK REQUIREMENT ALTERNATE LCN CODE	F	019	TALCNCBH	
TASK REQUIREMENT LCN TYPE	F	203	TLCNTYBH	
TASK CODE	F	427	TTASKCBH	
TASK TYPE		433	TATYPEBH	
MAINTENANCE INTERVAL		208	MAININBH	
TABLE BI: FAILURE MODE INDICATOR MISSION PHASE CODE CHARACTERISTICS				
SAFETY HAZARD SEVERITY CODE	M	362	FMSHSCBI	
FAILURE EFFECT PROBABILITY		130	FEPROBBI	
FAILURE MODE CRITICALITY NUMBER		133	FACRNUBI	
FAILURE PROBABILITY LEVEL		139	FPROBLBI	
OPERATING TIME		269	FMOPTIBI	
TABLE BJ: FAILURE MODE INDICATOR MISSION PHASE CODE CHARACTERISTICS NARRATIVE				
FMI MISSION PHASE CHARACTERISTICS NARRATIVE CODE	K	135	FMMPCNBj	

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Data Element	Key	DED	DE CODE	Required
COMPENSATING DESIGN PROVISIONS		049		
COMPENSATING OPERATOR ACTION PROVISIONS		050		
TABLE BK: RELIABILITY, AVAILABILITY, AND MAINTAINABILITY CRITICALITY				
RAM SAFETY HAZARD SEVERITY CODE	K	362	FMSHSCBK	
RAM ITEM CRITICALITY NUMBER		178	RICRITBK	
TABLE BL: MISSION PHASE OPERATIONAL MODE				
MISSION PHASE CODE	K	246	MISSPCBL	
MISSION PHASE/OPERATIONAL MODE		247	MPOPLDBL	
TASK ANALYSIS AND PERSONNEL AND SUPPORT REQUIREMENT				
TABLE CA: TASK REQUIREMENT				
END ITEM ACRONYM CODE	F	096	EIACODXA	
LSA CONTROL NUMBER (LCN)	F	199	LSACONXB	
ALTERNATE LCN CODE	F	019	ALTLCNXB	
LCN TYPE	F	203	LCNTYPXB	
TASK CODE	K	427	TASKCDCA	
REFERENCED TASK CODE		427	REFTSKCA	
TASK AOR MEASUREMENT BASE		238	AORMSBCA	
TASK IDENTIFICATION	M	431	TASKIDCA	
TASK FREQUENCY	M	430	TSKFRQCA	
TASK CRITICALITY CODE		429	TSKCRCCA	
HARDNESS CRITICAL PROCEDURE (HCP) CODE		152	HRDCPCCA	
HAZARDOUS MAINTENANCE PROCEDURES CODE		155	HAZMPCCA	
PREVENTIVE MAINTENANCE CHECKS AND SERVICES (PMCS) INDICATOR CODE		296	PMCSIDCA	
MEASURED MEAN ELAPSE TIME		224	MSDMETCA	
PREDICTED MEAN ELAPSE TIME		224	PRDMETCA	
MEASURED MEAN MAN-HOURS		225	MSDMMHCA	
PREDICTED MEAN MAN-HOURS		225	PRDMMHCA	
MEANS OF DETECTION		237	-----	
FACILITY REQUIREMENT CODE		358	FTRNRQCA	
TRAINING EQUIPMENT REQUIREMENT CODE		358	TRNRQCCA	
TRAINING RECOMMENDATION TYPE		463	TRNRECCA	
TRAINING LOCATION RATIONALE		461	TRNLOCCA	
TRAINING RATIONALE		462	TRNRATCA	
TOOL/SUPPORT EQUIPMENT REQUIREMENT CODE		358	TSEREQCA	
TASK PERFORMANCE		287	-----	
TASK CONDITION		428	-----	
TABLE CB: SUBTASK REQUIREMENT				
SUBTASK NUMBER	K	407	SUBNUMCB	
REFERENCED SUBTASK NUMBER		407	RFDSUBCB	
SUBTASK MEAN MINUTE ELAPSED TIME		227	SBMMETCB	
SUBTASK WORK AREA CODE		514	SUBWACCB	

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Data Element	Key	DED	DE CODE	Required
TABLE CC: SEQUENTIAL SUBTASK DESCRIPTION				
SEQUENTIAL SUBTASK DESCRIPTION		372	SUBNARCC	
ELEMENT INDICATOR		095	ELEMNTCC	
TABLE CD: SUBTASK PERSONNEL REQUIREMENT				
SUBTASK PERSON IDENTIFIER	K	288	SUBPIDCD	
SKILL SPECIALTY CODE		387	SKSPCDGA	
NEW OR MODIFIED SKILL SPECIALTY CODE		257	MDCSSCGB	
SUBTASK MEAN MAN-MINUTES		226	SUBMMMCD	
SKILL SPECIALTY EVALUATION CODE		388	SSECDECD	
TABLE CE: TASK REMARK				
TASK REMARK REFERENCE CODE	K	349	TSKRRCCE	
TASK REMARKS		432	TSKREMCE	
TABLE CF: TASK REMARK REFERENCE				
SELECT TABLE CF				
TABLE CG: TASK SUPPORT EQUIPMENT				
TASK SUPPORT CAGE CODE	F	046	TSCAGECG	
TASK SUPPORT REFERENCE NUMBER	F	337	TSREFNCG	
SUPPORT ITEM QUANTITY PER TASK		319	SQTYTKCG	
TABLE CH: TASK MANUAL				
TECHNICAL MANUAL (TM) CODE	F	437	TMCODEXI	
TABLE CI: TASK PROVISIONED ITEM				
TASK PROVISION CAGE CODE	F	046	PROCAGCI	
TASK PROVISION REFERENCE NUMBER	F	337	PROREFCI	
TASK PROVISION LCN	F	199	PROLCNCI	
TASK PROVISION ALC	F	019	PROALCCI	
TASK PROVISION LCN TYPE	F	203	PROLTYCI	
PROVISION QUANTITY PER TASK		319	PQTYTKCI	
TABLE CJ: JOB AND DUTY ASSIGNMENTS				
JOB CODE	K	186	JOBCODCJ	
DUTY CODE	K	091	DUTYCDCJ	
JOB		185	JOBDESCJ	
DUTY		090	DUTIESCJ	
TABLE CK: TASK INVENTORY				
SELECT TABLE CK				
SUPPORT EQUIPMENT AND TRAINING MATERIEL REQUIREMENTS				
TABLE EA: SUPPORT EQUIPMENT				
SUPPORT EQUIPMENT (SE) CAGE CODE	F	046	SECAGEEA	
SE REFERENCE NUMBER	F	337	SEREFNEA	
SE FULL ITEM NAME		412	FLITNMEA	
SE ITEM CATEGORY CODE		177	SEICCDEA	
ACQUISITION DECISION OFFICE	G	002	AQDCOFEA	
END ARTICLE ITEM DESIGNATOR		179	ENDARTEA	

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Data Element	Key	DED	DE CODE	Required
ADAPTOR/INTERCONNECTION DEVICE REQUIRED		005	AIDRQDEA	
DATE OF FIRST ARTICLE DELIVERY		071	DATFADEA	
CALIBRATION INTERVAL		037	CALINTEA	
CALIBRATION ITEM		038	CALITMEA	
CALIBRATION REQUIRED		040	CALRQDEA	
CALIBRATION STANDARD		041	CALSTDEA	
CALIBRATION TIME		042	CALTIMEA	
CALIBRATION MEASUREMENT REQUIREMENT SUMMARY RECOMMENDED		035	CMRSRCEA	
SE CONTRACT NUMBER		055	CNTRNOEA	
CFE / GFE		056	CFEGFEEA	
CUSTODY CODE		069	CUSTCDEA	
DRAWING CLASSIFICATION		088	DRWCLSEA	
ECONOMIC ANALYSIS		093	ECOANLEA	
FAMILY GROUP		142	FAMGRPEA	
GENERIC CODE		148	GENECDEA	
GOVERNMENT DESIGNATOR		149	GOVDESEA	
HARDWARE DEVELOPMENT PRICE		153	HDWRPREA	
INTEGRATED LOGISTIC SUPPORT PRICE		170	ILSPRCEA	
DESIGN DATA PRICE		080	DSNPRCEA	
EXTENDED UNIT PRICE		103	EXUNPREA	
PASS THROUGH PRICE		285	PASTHREA	
OPERATING AND SUPPORT COST		267	OSCOSTEA	
RECURRING COST		332	RCURCSEA	
LIFE CYCLE STATUS		190	LICYSTEA	
LIFE SPAN		191	LIFSPNEA	
LOGISTIC CONTROL CODE		197	LGCTCDEA	
LOGISTICS DECISION OFFICE	G	198	LGDCOFEA	
LSA RECOMMENDATION CODE		204	LSARCDEA	
MANAGEMENT PLAN	G	216	MGTPLNEA	
MANAGING COMMAND/AGENCY		217	MGCOATEA	
SUPPORT EQUIPMENT MEAN TIME BETWEEN FAILURES		229	SEMTBFEA	
SUPPORT EQUIPMENT MEAN TIME BETWEEN MAINTENANCE ACTIONS		230	SMTBMAEA	
SUPPORT EQUIPMENT MEAN TIME TO REPAIR		236	SEMTTREA	
MOBILE FACILITY CODE		248	MOBFACEA	
MODIFICATION OR CHANGE		252	MODCHGEA	
OPERATING DIMENSIONS		268	-----	
OPERATING WEIGHT		270	OPRWGTEA	
PRINTED CIRCUIT BOARD REPAIR OPERATIONS/MAINTENANCE LEVEL		277	PCBLVLEA	
SE CALIBRATION OPERATIONS/MAINTENANCE LEVEL		277	CALLVLEA	
SE REPAIR OPERATIONS/MAINTENANCE LEVEL		277	RPRLVLEA	
SE SOURCE, MAINTENANCE AND RECOVERABILITY CODE	G	389	SMRCSEEA	

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Data Element	Key	DED	DE CODE	Required
TECHNICAL MANUAL REQUIRED CODE		441	TMRQCDEA	
OPERATORS MANUAL		278	OPRMANEA	
SKILL SPECIALTY CODE (SSC) FOR SE OPERATOR (SEO)		387	SSCOPREA	
PREPARING ACTIVITY		294	PREATYEA	
PROGRAM ELEMENT	G	301	PROELEEA	
PROGRAM SUPPORT INVENTORY CONTROL POINT	G	303	PSICPOEA	
REPORTABLE ITEM CONTROL CODE		356	SERICCEA	
REVOLVING ASSETS	G	361	REVASSEA	
SELF TEST CODE		370	SLFTSTEA	
SENSORS OR TRANSDUCERS		371	SENTRAEA	
SE SERVICE DESIGNATOR		376	SERDESEA	
USING SERVICE DESIGNATOR CODE		376	USESEREA	
SKETCH		383	SKETCHEA	
SPARE FACTOR	G	390	SPRFACEA	
SPECIAL MANAGEMENT CODE	G	393	SPMGNTEA	
STANDARD INTERSERVICE AGENCY SERIAL CONTROL NUMBER	G	401	SIASCNEA	
STORAGE DIMENSIONS		405	-----	
STORAGE WEIGHT		406	STOWGTEA	
SUPPORT EQUIPMENT SHIPPING DIMENSIONS	G	419	-----	
SUPPORT EQUIPMENT SHIPPING WEIGHT	G	420	SESHWTEA	
SUPPORT EQUIPMENT GROUPING		413	SEGRCDEA	
SUPPORT EQUIPMENT REQUIRED		418	SEREQDEA	
TECHNICAL EVALUATION PRIORITY CODE		435	TECEVLEA	
TEST LANGUAGE		443	TSTLNGEA	
TEST POINTS		446	TSTPTSEA	
TMDE REGISTER CODE		444	TMDERCEA	
TMDE REGISTER INDEX		445	TMDERIEA	
TYPE CLASSIFICATION		479	TYPCLSEA	
TYPE EQUIPMENT CODE	G	480	TYPEEQEA	
YEAR OF FIELDING		518	YRFLDGEA	
TABLE EB: ALLOCATION DATA				
ALLOWANCE DOCUMENT NUMBER	B	016	ALDCNMEB	
ALLOWABLE RANGE 1-10 AND EXTENDED RANGE	G	015	-----	
ALLOCATION DESIGNATION DESCRIPTION	G	015	ALDNDSEB	
ALLOCATION LAND VESSEL CODE	G	015	ALLVCDEB	
ALLOCATION MAINTENANCE LEVEL FUNCTION	G	015	ALMLVLEB	
ALLOCATION STATION IDENTIFICATION CODE	G	015	ALSTIDEB	
TABLE EC: SUPPORT EQUIPMENT PARAMETERS				
CALIBRATION PROCEDURE	K	039	CALPROEC	
SUPPORT EQUIPMENT PARAMETERS		284	-----	
TABLE ED: SUPPORT EQUIPMENT AUTHORIZATION				
SPECIFIC AUTHORIZATION	B	399	-----	

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Data Element	Key	DED	DE CODE	Required
TABLE EE: SUPPORT EQUIPMENT NARRATIVE				
SUPPORT EQUIPMENT NARRATIVE CODE	K	414	SENARCEE	
FUNCTIONAL ANALYSIS		147		
DESCRIPTION AND FUNCTION OF SE		078		
SUPPORT EQUIPMENT NON-PROLIFERATION EFFORT		415		
CHARACTERISTICS OF SE		44		
INSTALLATION FACTORS OR OTHER FACILITIES		169		
ADDITIONAL SKILLS AND SPECIAL TRAINING REQUIREMENTS		008		
SUPPORT EQUIPMENT EXPLANATION		411		
JUSTIFICATION		188		
TABLE EF: SUPPORT EQUIPMENT RECOMMENDATION DATA				
SE RECOMMENDATION DATA (SERD) NUMBER	K	416	SERDNOEF	
SERD REVISION	K	360	SRDREVEF	
SERD STATUS		404	STATUSEF	
SERD DATE OF INITIAL SUBMISSION		071	INTSUBEF	
SERD DATE OF GOVERNMENT DISPOSITION	G	071	DTGVDSEF	
SERD DATE OF REVISION SUBMISSION		071	DTRVSBEF	
TABLE EG: SUPPORT EQUIPMENT RECOMMENDATION DATA REVISION REMARKS				
SERD REVISION REMARKS		417	REVREMEG	
TABLE EH: ALTERNATE NATIONAL STOCK NUMBER				
ALTERNATE NATIONAL STOCK NUMBER	K	253	----	
TABLE EI: INPUT POWER SOURCE				
INPUT POWER SOURCE	K	168	----	
TABLE EJ: SUPPORT EQUIPMENT DESIGN DATA				
DESIGN DATA CATEGORY CODE (DDCC)	K	079	DSNDATEJ	
DDCC CONTRACTOR RECOMMENDED		057	CNTRECEJ	
DDCC ESTIMATED PRICE		101	ESTPRCEJ	
DDCC GOVERNMENT REQUIRED		150	GOVRQDEJ	
DDCC SCOPE		365	DDCCSCEJ	
TABLE EK: SUPERCEDURE DATA				
SE SUPERCEDURE CAGE CODE	F	046	SPRCAGEK	
SE SUPERCEDURE REFERENCE NUMBER	F	337	SPRREFEK	
SE SUPERCEDURE TYPE	M	408	SUTYPEEK	
SE SUPERCEDURE ITEM NAME		182	SUPITNEK	
SE SUPERCEDURE SERD NUMBER		416	SUSRNOEK	
REASON FOR SUPERCEDURE/DELETION		327	REASUPEK	
SUPERCEDURE INTERCHANGEABILITY CODE		172	ICCODEEK	
TABLE EL: SUPPORT EQUIPMENT INTEGRATED LOGISTIC SUPPORT REQUIREMENT CATEGORY CODE				
INTEGRATED LOGISTIC SUPPORT REQUIREMENTS CATEGORY CODE (IRCC)	K	171	IRCCODEL	
IRCC CONTRACTOR RECOMMENDED		057	CONRECEL	
IRCC ESTIMATED PRICE		101	ESTPRCEL	

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Data Element	Key	DED	DE CODE	Required
IRCC GOVERNMENT REQUIRED		150	GOVRQDEL	
IRCC SCOPE		365	IRCSOEL	
TABLE EM: SYSTEM EQUIPMENT				
SYSTEM CAGE CODE	F	046	SCAGECEM	
SYSTEM REFERENCE NUMBER	F	337	SREFNOEM	
SYSTEM EQUIPMENT QUANTITY PER TEST		320	QTYTSTEM	
SYSTEM EQUIPMENT ITEM DESIGNATOR		179	GFAEIDEM	
UNIT UNDER TEST REQUIREMENTS AND DESCRIPTION				
TABLE UA: ARTICLE REQUIRING SUPPORT/UNIT UNDER TEST				
END ITEM ACRONYM CODE (EIAC)	F	096	EIACODXA	
UUTLSA CONTROL NUMBER (LCN)	F	199	UUTLCNUA	
UUT ALTERNATE LCN CODE	F	019	UUTALCUA	
UUT LCN TYPE	F	203	UTLCNTUA	
UUT ALLOWANCE		016	UTALLOUA	
UUT MAINTENANCE PLAN NUMBER	G	209	UMNTPLUA	
UUT TEST REQUIREMENTS DOCUMENT NUMBER		448	UTTRDNUA	
UUT WORK PACKAGE REFERENCE		515	UTWPRFUA	
TABLE UB: UNIT UNDER TEST SUPPORT EQUIPMENT				
SUPPORT EQUIPMENT (SE) CAGE CODE	F	046	SECAGEEA	
SE REFERENCE NUMBER	F	337	SEREFNEA	
UUT CALIBRATION/MEASUREMENT REQUIREMENT SUMMARY (CMRS) STATUS		036	UTSTCDUB	
UUT CMRS RECOMMENDED CODE		035	UTCMRSUB	
TABLE UC: OPERATIONAL TEST PROGRAM				
OPERATIONAL TEST PROGRAM (OTP) CAGE CODE	F	046	OTPCAGUC	
OTP REFERENCE NUMBER	F	337	OTPREFUC	
OTP APPORTIONED UNIT COST		025	-----	
OTP COORDINATED TEST PLAN		060	OTPCTPUC	
OTP STANDARDS FOR COMPARISON		402	OTPSFCUC	
OTP SUPPORT EQUIPMENT RECOMMENDATION DATA NUMBER		416	OTPSRDUC	
TABLE UD: UNIT UNDER TEST SUPPORT EQUIPMENT OPERATIONAL TEST PROGRAM				
SELECT TABLE UD				
TABLE UE: TEST PROGRAM INSTRUCTION				
TEST PROGRAM INSTRUCTION (TPI) CAGE CODE	F	046	TPICAGUE	
TPI REFERENCE NUMBER	F	337	TPIREFUE	
TPI APPORTIONED UNIT COST		025	-----	
TPI SELF TEST		370	TPISTSUE	
TPI TECHNICAL DATA PACKAGE		434	TPITDPUE	
TPI SUPPORT EQUIPMENT RECOMMENDATION DATA NUMBER		416	TPISRDUE	
TABLE UF: UNIT UNDER TEST EXPLANATION				
UUT EXPLANATION		498	UTEXPLUF	
TABLE UG: UNIT UNDER TEST PARAMETER GROUP				
UUT CMRS PARAMETER CODE	K	034	UUTPPCUG	

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Data Element	Key	DED	DE CODE	Required
UUT PARAMETERS		284	-----	
UUT PARAMETER TEST ACCURACY RATIO		442	-----	
TABLE UH: UNIT UNDER TEST FAULT ISOLATED REPLACEABLE UNIT				
TASKLSA CONTROL NUMBER (LCN)	F	199	TSKLCNCI	
TASK ALTERNATE LCN CODE (ALC)	F	019	TSKALCCI	
TASK LCN TYPE	F	203	TSKLTycI	
TASK PROVISION TASK CODE	F	427	TSKTCDCI	
TASK PROVISION LCN	F	199	PROLCNCI	
TASK PROVISION ALC	F	019	PROALCCI	
TASK PROVISION LCN TYPE	F	203	PROLTycI	
TASK PROVISION CAGE CODE	F	046	PROCAGCI	
TASK PROVISION REFERENCE NUMBER	F	337	PROREFCI	
SUPPORT EQUIPMENT (SE) CAGE CODE	M	046	SECAGEEA	
SE REFERENCE NUMBER	M	337	SEREFNEA	
UUT FIRU FAULT ISOLATION		143	-----	
UUT FIRU TEST REQUIREMENTS DOCUMENT INDICATOR		447	UUTFTDUH	
TABLE UI: ADAPTOR INTERCONNECTOR DEVICE				
ADAPTOR INTERCONNECTOR DEVICE (AID) CAGE CODE	F	046	AIDCAGUI	
AID REFERENCE NUMBER	F	337	AIDREFUI	
AID APPORTIONED UNIT COST		025	-----	
AID SERD NUMBER		416	AIDSRDUI	
AID COMMON UNIT UNDER TEST		048	AIDCUTUI	
TABLE UJ: UNIT UNDER TEST SUPPORT EQUIPMENT ADAPTOR INTERCONNECTOR DEVICE				
SELECT TABLE UJ				
TABLE UK: AUTOMATIC TEST EQUIPMENT TEST STATION				
AUTOMATIC TEST EQUIPMENT (ATE) CAGE CODE	F	046	ATECAGUK	
ATE REFERENCE NUMBER	F	337	ATEREFUK	
ATE GOVERNMENT DESIGNATOR		149	ATEGDSUK	
TABLE UL: UNIT UNDER TEST SUPPORT EQUIPMENT AUTOMATIC TEST EQUIPMENT				
SELECT TABLE UL				
TABLE UM: SUPPORT EQUIPMENT ITEM UNIT UNDER TEST				
SE UNIT UNDER TEST (SE UUT) CAGE CODE	F	046	SUTCAGUM	
SE UUT REFERENCE NUMBER	F	337	SUTREFUM	
SE UUT ALLOWANCE		016	SUTALLUM	
SE UUT CMRS STATUS		036	SUTSTCUM	
SE UUT MAINTENANCE PLAN NUMBER		209	MNTPLNUM	
SE UUT TEST REQUIREMENTS DOCUMENT NUMBER		448	TRDNUMUM	
SE UUT WORK PACKAGE REFERENCE		515	WKPKRFUM	
TABLE UN: SUPPORT EQUIPMENT UNIT UNDER TEST PARAMETER GROUP				
SE UUT PARAMETERS	K	284	-----	
SE UUT CMRS PARAMETER CODE		034	UTPACMUN	
SE UUT PARAMETER TEST ACCURACY RATIO		442	-----	

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Data Element	Key	DED	DE CODE	Required
FACILITIES CONSIDERATIONS				
TABLE FA: FACILITY				
FACILITY NAME	K	118	FACNAMFA	
FACILITY CATEGORY CODE	K	115	FACCCDFA	
FACILITY TYPE	K	483	FACTYPFA	
FACILITY CLASS		116	FACCLAFA	
FACILITY DRAWING CLASSIFICATION		088	DRCLASFA	
FACILITY DRAWING NUMBER		089	FADNUMFA	
FACILITY DRAWING REVISION		360	FADREVFA	
FACILITY AREA		112	FAAREAFA	
FACILITY AREA UNIT OF MEASURE		491	FAARUMFA	
FACILITY CONSTRUCTION UNIT OF MEASURE PRICE		492	FACNCOFA	
CONSTRUCTION UNIT OF MEASURE		491	CONUOMFA	
TABLE FB: FACILITY NARRATIVE				
FACILITY NARRATIVE CODE	K	119	FNCODEFB	
FACILITY CAPABILITY		114		
FACILITY LOCATION		117		
TABLE FC: BASELINE FACILITY NARRATIVE				
BASELINE FACILITY NARRATIVE CODE	K	113	FBNACDFC	
FACILITIES MAINTENANCE REQUIREMENTS		107		
FACILITIES REQUIREMENTS FOR OPERATIONS		109		
FACILITIES REQUIREMENT FOR TRAINING		110		
FACILITY REQUIREMENTS SPECIAL CONSIDERATIONS		120		
FACILITY REQUIREMENTS SUPPLY/STORAGE		121		
TABLE FD: NEW OR MODIFIED FACILITY NARRATIVE				
NEW OR MODIFIED FACILITY NARRATIVE CODE	K	255	NMFNCDFD	
FACILITY DESIGN CRITERIA		105		
FACILITY INSTALLATION LEAD TIME		106		
FACILITY TASK AREA BREAKDOWN		122		
FACILITIES UTILIZATION		111		
FACILITIES REQUIREMENTS		108		
FACILITY UNIT COST RATIONALE		123		
FACILITY JUSTIFICATION		188		
TYPE OF CONSTRUCTION		482		
UTILITIES REQUIREMENT		502		
TABLE FE: OPERATIONS AND MAINTENANCE TASK FACILITY REQUIREMENT				
END ITEM ACRONYM CODE	F	096	EIACODXA	
LSA CONTROL NUMBER (LCN)	F	199	LSACONXB	
ALTERNATE LCN CODE	F	019	ALTLCNXB	
LCN TYPE	F	203	LCNTYPXB	
TASK CODE	F	427	TASKCDCA	

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Data Element	Key	DED	DE CODE	Required
PERSONNEL SKILL CONSIDERATIONS				
TABLE GA: SKILL SPECIALTY				
SKILL SPECIALTY CODE	K	387	SKSPCDGA	
SKILL LEVEL CODE		386	SKLVCDGA	
HOUR LABOUR RATE		161	HRLARTGA	
TRAINING COST		460	TRNCOSGA	
TABLE GB: NEW OR MODIFIED SKILL				
NEW OR MODIFIED SKILL SPECIALTY CODE	K	257	MDCSSCGB	
NEW OR MODIFIED SKILL LEVEL CODE		386	MDSCLCGB	
SKILL SPECIALTY CODE		387	SKSPCDGA	
DUTY POSITION REQUIRING A NEW OR REVISED SKILL		092	DPRNRSGB	
RECOMMENDED RANK/RATE/PAY PLAN/GRADE		330	-----	
SECURITY CLEARANCE REQUIRED		369	SCRSSCGB	
TEST SCORE		449	SSCTESGB	
ARMED SERVICES VOCATIONAL APTITUDE BATTERY (ASVAB) ARMED FORCES		026	ABAFQTGB	
QUALIFICATION TEST (AFQT) SCORE				
ASVAB AFQT EXPECTED RANGE		026	-----	
ASVAB AFQT LOWEST PERCENTAGE		026	-----	
TABLE GC: NEW OR MODIFIED SKILL NARRATIVE				
NEW OR MODIFIED SKILL NARRATIVE CODE	K	256	NMSNCDGC	
NEW OR MODIFIED SKILL ADDITIONAL REQUIREMENTS		007		
EDUCATIONAL QUALIFICATIONS		094		
SKILL JUSTIFICATION		188		
ADDITIONAL TRAINING REQUIREMENTS		012		
TABLE GD: SKILL APTITUDE DATA				
ASVAB APTITUDE ELEMENT	K	026	ASVAPEGD	
ASVAB APTITUDE ELEMENT EXPECTED RANGE		026	-----	
ASVAB APTITUDE ELEMENT LOWEST PERCENTAGE		026	-----	
TABLE GE: PHYSICAL AND MENTAL REQUIREMENTS NARRATIVE				
END ITEM ACRONYM CODE (EIAC)	F	096	EIACODXA	
LSA CONTROL NUMBER (LCN)	F	199	LSACONXB	
ALTERNATE LCN CODE	F	019	ALTLCNXB	
LCN TYPE	F	203	LCNTYPXB	
TASK CODE	F	427	TASKCDCA	
SUBTASK NUMBER	F	407	SUBNUMCB	
SUBTASK PERSON IDENTIFIER	F	288	SUBPIDCD	
PHYSICAL AND MENTAL REQUIREMENTS NARRATIVE		290	PAMENRGE	
PACKAGING AND PROVISIONING REQUIREMENTS				
TABLE HA: ITEM IDENTIFICATION				
COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	F	046	CAGECDXH	
REFERENCE NUMBER	K	337	REFNUMHA	
ITEM NAME		182	ITNAMEHA	

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Data Element	Key	DED	DE CODE	Required
ITEM NAME CODE		183	INAMECHA	
REFERENCE NUMBER CATEGORY CODE		338	REFNCCHA	
REFERENCE NUMBER VARIATION CODE		339	REFNVCHA	
DLSC SCREENING REQUIREMENT CODE		073	DLSCRCHA	
DOCUMENT IDENTIFIER CODE		087	DOCIDCHA	
ITEM MANAGEMENT CODE		181	ITMMGCHA	
NSN PREFIX		253	-----	
NATIONAL STOCK NUMBER (NSN)		253	-----	
NSN SUFFIX		253	-----	
UNIT OF ISSUE CONVERSION FACTOR (UI CONVERSION FACTOR)		489	UICNVHA	
SHELF LIFE (SL)		377	SHLIFEHA	
SHELF LIFE ACTION CODE (SLAC)		378	SLACTNHA	
PROGRAM PARTS SELECTION LIST		302	PPSLSTHA	
DOCUMENT AVAILABILITY CODE		086	DOCAVCHA	
PRODUCTION LEAD TIME		299	PRDLDTHA	
SPECIAL MATERIAL CONTENTS CODE (SMCC)		395	SPMACCHA	
SPECIAL MAINTENANCE ITEM CODE (SMIC)		392	SMAINCHA	
CRITICALITY CODE		066	CRITCDHA	
PRECIOUS METAL INDICATOR CODE		293	PMICODHA	
SPARES ACQUISITION INTEGRATED WITH PRODUCTION (SAIP)		391	SAIPCDHA	
PROVISIONING LIST CATEGORY CODE		308	-----	
PHYSICAL SECURITY PILFERAGE CODE		291	PHYSECHA	
ADP EQUIPMENT CODE		027	ADPEQPHA	
DEMILITARIZATION CODE		076	DEMILHA	
ACQUISITION METHOD CODE	G	003	ACQMETHA	
ACQUISITION METHOD SUFFIX CODE	G	004	AMSUFCHA	
HAZARDOUS MATERIALS STORAGE COST		156	HMSCOSHA	
HAZARDOUS WASTE DISPOSAL COST		157	HWDCOSHA	
HAZARDOUS WASTE STORAGE COST		158	HWSCOSHA	
CONTRACTOR TECHNICAL INFORMATION CODE		058	CTICODHA	
UNIT WEIGHT		497	UWEIGHHA	
UNIT SIZE		496	-----	
HAZARDOUS CODE		154	HAZCODHA	
UNIT OF MEASURE		491	UNITMSHA	
UNIT OF ISSUE (UI)		488	UNITISHA	
LINE ITEM NUMBER		193	LINNUMHA	
CRITICAL ITEM CODE		065	CRITITHA	
INDUSTRIAL MATERIALS ANALYSIS OF CAPACITY		163	INDMATHA	
MATERIAL LEADTIME		219	MTLEADHA	
MATERIAL WEIGHT		220	MTLWGTHA	
MATERIAL		218	MATERLHA	

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Data Element	Key	DED	DE CODE	Required
TABLE HB: ADDITIONAL REFERENCE NUMBER				
ARN CAGE CODE	F	46	ADCAGEHB	
ADDITIONAL REFERENCE NUMBER	K	006	ADDREFHB	
ARN REFERENCE NUMBER CATEGORY CODE		338	ADRNCCHB	
ARN REFERENCE NUMBER VARIATION CODE		339	ADRVCHB	
TABLE HC: CONTRACTOR TECHNICAL INFORMATION CODE (CTIC) CAGE				
CTIC CAGE CODE	F	046	CTCAGEHC	
TABLE HD: ITEM UNIT OF ISSUE PRICE				
UNIT OF ISSUE PRICE (UI PRICE)	K	490	UIPRICHD	
UI PRICE LOT QUANTITY		205	-----	
UI PRICE CONCURRENT PRODUCTION CODE		051	CURPRCHD	
UI PRICE TYPE OF PRICE CODE		485	TUIPRCHD	
UI PRICE PROVISIONING		314	PROUIPHD	
UI PRICE FISCAL YEAR		145	FISCYRHD	
TABLE HE: ITEM UNIT OF MEASURE PRICE				
UNIT OF MEASURE (UM) PRICE	K	492	UMPRICHE	
UM PRICE LOT QUANTITY		205	-----	
UM PRICE CONCURRENT PRODUCTION CODE		051	CURPRCHE	
UM PRICE TYPE OF PRICE CODE		485	TUMPRCHE	
UM PRICE PROVISIONING		314	PROUMPHE	
UM PRICE FISCAL YEAR		145	FISCYRHE	
TABLE HF: ITEM PACKAGING REQUIREMENT				
COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	F	046	CAGECDXH	
REFERENCE NUMBER	F	337	REFNUMHA	
DEGREE OF PROTECTION CODE	K	074	DEGPROHF	
UNIT CONTAINER CODE		486	UNICONHF	
UNIT CONTAINER LEVEL		487	UCLEVLHF	
PACKING CODE		283	PKGCODHF	
PACKAGING CATEGORY CODE		282	PACCATHF	
METHOD OF PRESERVATION CODE		239	MEPRESHF	
CLEANING AND DRYING PROCEDURES		045	CDPROCHF	
PRESERVATION MATERIAL CODE		295	PRSMATHF	
WRAPPING MATERIAL		517	WRAPMTHF	
CUSHIONING AND DUNNAGE MATERIAL		067	CUSHMAHF	
CUSHIONING THICKNESS		068	CUSTHIHF	
QUANTITY PER UNIT PACK		321	QTYUPKHF	
INTERMEDIATE CONTAINER CODE		174	INTCONHF	
INTERMEDIATE CONTAINER QUANTITY		175	INCQTYHF	
SPECIAL MARKING CODE		394	SPEMRKHF	
UNIT PACK WEIGHT		495	UNPKWTHF	
UNIT PACK SIZE		494	-----	
UNIT PACK CUBE		493	UNPKCUHF	

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Data Element	Key	DED	DE CODE	Required
OPTIONAL PROCEDURES INDICATOR		279	OPTPRIHF	
SPECIAL PACKAGING INSTRUCTIONS (SPI) NUMBER		396	SPINUMHF	
SPI NUMBER REVISION		397	SPIREVHF	
SPI NUMBER JULIAN DATE		187	SPDATEHF	
CONTAINER NSN		253	CONNSNHF	
SUPPLEMENTAL PACKAGING DATA		409	SUPPKDHF	
PACKAGING DATA PREPARER CAGE		046	PKCAGEHF	
TABLE HG: PART APPLICATION PROVISIONING				
END ITEM ACRONYM CODE (EIAC)	F	096	EIACODXA	
LSA CONTROL NUMBER (LCN)	F	199	LSACONXB	
ALTERNATE LCN CODE	F	019	ALTLCNXB	
LCN TYPE	F	203	LCNTYPXB	
PROVISIONING LIST ITEM SEQUENCE NUMBER (PLISN)		309	PLISNOHG	
QUANTITY PER ASSEMBLY		316	QTYASYHG	
OPTION 1				
OPTION 2	N			
OPTION 3				
SUPPRESSION INDICATOR		422	SUPINDHG	
DATA STATUS CODE		070	DATASCHG	
PROVISIONING SYSTEM IDENTIFIER CODE	C	312	PROSICHG	
PTD SELECTION CODE		313	-----	
TYPE OF CHANGE CODE (TOCC)		481	TOCCODHG	
INDENTURE CODE		162	INDCODHG	
ATTACHING PART/HARDWARE				
OPTION 1				
OPTION 2				
OPTION 3				
OPTION 4				
OPTION 5				
INDENTURE FOR KITS				
OPTION 1				
OPTION 2				
OPTION 3				
QUANTITY PER END ITEM		317	QTYPEIHG	
OPTION 1				
OPTION 2	N			
OPTION 3	C			
PRIOR ITEM PLISN		297	PIPLISHG	
SAME AS PLISN		364	SAPLISHG	
HARDNESS CRITICAL ITEM		151	HARDCIHG	
REMAIN IN PLACE INDICATOR		348	REMIPIHG	
LINE REPLACEABLE UNIT (LRU)		194	LRUNITHG	

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Data Element	Key	DED	DE CODE	Required
ITEM CATEGORY CODE (ICC)		177	ITMCATHG	
ESSENTIALITY CODE		100	ESSCODHG	
SOURCE, MAINTENANCE AND RECOVERABILITY CODE		389	SMRCODHG	
MAINTENANCE REPLACEMENT RATE I (MRR I)		211	MRRONEHG	
MAINTENANCE REPLACEMENT RATE II (MRR II)		212	MRRTWOHG	
OPTION 1				
OPTION 2				
MAINTENANCE REPLACEMENT RATE MODIFIER	A	213	MRRMODHG	
REPLACEMENT TASK DISTRIBUTION		355	-----	
MINIMUM REPLACEMENT UNIT		245	MINREUHG	
MAXIMUM ALLOWABLE OPERATING TIME (MAOT)		221	MAOTIMHG	
MAINTENANCE ACTION CODE (MAC)		206	MAIACTHG	
RECOMMENDED INITIAL SYSTEM STOCK BUY		328	RISSBUHG	
RECOMMENDED MINIMUM SYSTEM STOCK LEVEL		329	RMSSLIHG	
RECOMMENDED TENDER LOAD LIST QUANTITY	N	331	RTLLQTHG	
TOTAL QUANTITY RECOMMENDED		453	TOTQTYHG	
MAINTENANCE TASK DISTRIBUTION		214	-----	
REPAIR CYCLE TIME		350	-----	
OPTION 1				
OPTION 2				
NOT REPAIRABLE THIS STATION	R	261	NORETSHG	
REPAIR SURVIVAL RATE (RSR)		351	REPSURHG	
DESIGNATED REWORK POINT		081	-----	
WORK UNIT CODE		516	WRKUCDHG	
ALLOWANCE ITEM CODE		017	ALLOWCHG	
ALLOWANCE ITEM QUANTITY		018	ALIQTYHG	
TABLE HH: OVERHAUL-KIT NEXT HIGHER ASSEMBLY PLISN				
NEXT HIGHER ASSEMBLY (NHA) PROVISIONING LIST ITEM SEQUENCE NUMBER	K	258	NHAPLIHH	
(PLISN)				
NHA PLISN INDICATOR		259	NHAINDHH	
OVERHAUL REPLACEMENT RATE		281	OVHREPHH	
TABLE HI: PROVISIONING REMARK				
PROVISIONING REMARKS		311	REMARKHI	
TABLE HJ: PROVISIONING REFERENCE DESIGNATION				
REFERENCE DESIGNATION	K	335	REFDESHJ	
OPTION 1				
OPTION 2				
OPTION 3				
OPTION 4				
OPTION 5				
REFERENCE DESIGNATION CODE		336	RDCODEHJ	
TECHNICAL MANUAL (TM) CODE		437	TMCODEXI	

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Data Element	Key	DED	DE CODE	Required
FIGURE NUMBER		144	FIGNUMHK	
ITEM NUMBER		184	ITEMNOHK	
TABLE HK: PARTS MANUAL DESCRIPTION				
TECHNICAL MANUAL (TM) CODE	F	437	TMCODEXI	
FIGURE NUMBER	K	144	FIGNUMHK	
ITEM NUMBER	K	184	ITEMNOHK	
TM FUNCTIONAL GROUP CODE (REPAIR PARTS MANUAL)		438	TMFGCDHK	
TECHNICAL MANUAL INDENTURE CODE		439	TMINDCHK	
QUANTITY PER FIGURE		318	QTYFIGHK	
TECHNICAL MANUAL CHANGE NUMBER		436	TMCHGNHK	
TABLE HL: PARTS MANUAL PROVISIONING NOMENCLATURE				
PROVISIONING NOMENCLATURE		310	PROVNOHL	
TABLE HM: ITEM BASIS OF ISSUE				
BASIS OF ISSUE	K	030	-----	
TABLE HN: PROVISIONING SERIAL NUMBER USABLE ON CODE				
S/N PROVISIONING SYSTEM/EI LCN	F	199	LCNSEIHN	
S/N PROVISIONING SYSTEM/EI ALC	F	019	ALCSEIHN	
S/N PROVISIONING SERIAL NUMBER	F	373	-----	
TABLE HO: PROVISIONING SYSTEM/END ITEM USABLE ON CODE				
UOC PROVISIONING SYSTEM/EI LCN	F	199	LCNSEIHO	
UOC PROVISIONING SYSTEM/EI ALC	F	019	ALCSEIHO	
TABLE HP: DESIGN CHANGE INFORMATION				
CHANGE AUTHORITY NUMBER	K	043	CANUMBHP	
REPLACED OR SUPERSEDING (R-S) PROVISIONING LIST ITEM SEQUENCE NUMBER (PLISN)		353	RSPLISHP	
R-S PLISN INDICATOR		354	RSPINDHP	
INTERCHANGEABILITY CODE		172	INTCHCHP	
TOTAL ITEM CHANGES		452	TOTICHHP	
OPTION 1				
OPTION 2				
QUANTITY SHIPPED		323	QTYSHPHP	
QUANTITY PROCURED		322	QTYPROHP	
PRORATED EXHIBIT LINE ITEM NUMBER (ELIN)		305	PROELIHP	
PRORATED QUANTITY		306	PROQTYHP	
TABLE HQ: SERIAL NUMBER EFFECTIVITY				
SERIAL NUMBER EFFECTIVITY	K	374	-----	
TABLE HR: DESIGN CHANGE USABLE ON CODE				
SELECT TABLE HR				
TRANSPORTABILITY ENGINEERING ANALYSIS				
TABLE JA: TRANSPORTATION				
END ITEM ACRONYM CODE (EIAC)	F	096	EIACODXA	
LSA CONTROL NUMBER (LCN)	F	199	LSACONXB	
ALTERNATE LCN CODE	F	019	ALTLCNXB	

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Data Element	Key	DED	DE CODE	Required
LCN TYPE	F	203	LCNTYPXB	
TRANSPORTATION INDICATOR		468	TRNINDJA	
SECTIONALIZED IDENTIFICATION		366	SECTIDJA	
ENVIRONMENTAL HANDLING AND TRANSPORTATION INDICATOR		098	ENHATCJA	
DELIVERY SCHEDULE		075	DELSCHJA	
TRANSPORTATION CONTRACT NUMBER		055	CONNUMJA	
PROPER SHIPPING NAME		304	PROPSNJA	
SPEED		400	SPSPEDJA	
TOWING SPEED		455	TWSPEDJA	
MILITARY UNIT TYPE		242	MILUNTJA	
REVISION DATE		071	TRCHRDJA	
THEATRE OF OPERATION		451	TRCHTHJA	
NONOPERABILITY FRAGILITY FACTOR		260	NOPRFFJA	
NET EXPLOSIVE WEIGHT		254	NETEXWJA	
TABLE JB: TRANSPORTATION SHIPPING MODES				
TRANSPORTATION CHARACTER NUMBER	K	465	TRANCNJB	
TRANSPORTATION CHARACTER MODE TYPE	K	464	TRCHMTJB	
TRANSPORTATION ITEM DESIGNATOR		469	TRITDRJB	
SHIPPING CONFIGURATION		380	SHPCONJB	
CONTAINER LENGTH		053	CONLENJB	
CONTAINER TYPE		054	CONTYPJB	
FREIGHT CLASSIFICATION		146	FRCLASJB	
EXTERNAL OR INTERNAL LOAD INDICATOR		104	EOILINJB	
HELICOPTER MISSION		159	-----	
HIGHWAY MODEL LOAD		250	-----	
HIGHWAY MODEL TYPE		251	-----	
RAIL USE		326	RAILUSJB	
RAIL TRANSPORTATION COUNTRY		325	RAILTCJB	
SEA DECK STOWAGE		072	SDECKSJB	
TABLE JC: TRANSPORTED END ITEM				
TRANSPORTED CONFIGURATION NUMBER	K	473	TRCONMJC	
MOBILITY TYPE	K	249	MOBTYPJC	
OPERATIONAL WEIGHT EMPTY/LOADED		276	-----	
MILITARY LOAD CLASSIFICATION EMPTY/LOADED		241	-----	
SHIPPING WEIGHT EMPTY/LOADED		381	-----	
CREST ANGLE		063	CREANGJC	
TRACKED GROUND PRESSURE		456	TRGRPRJC	
TRACKED ROAD WHEEL WEIGHT		459	TRRWWTJC	
TRACKED PADS TOUCHING		458	TRNUPTJC	
TRACKED PAD SHOE AREA		457	TRPSARJC	
WHEELED INFLATION PRESSURE		507	WHINPRJC	
WHEELED NUMBER OF PLIES		508	WHNUPLJC	

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Data Element	Key	DED	DE CODE	Required
WHEELED NUMBER TIRES		509	WHNUTIJC	
WHEELED TIRE LOAD RATINGS		510	WHTLDRJC	
WHEELED TIRE SIZE		512	WHTIFTJC	
WHEELED WEIGHT RATINGS		513	WHWERAJC	
AXLE LENGTH		029	-----	
SKID NUMBER OF SKIDS		264	SNUMSKJC	
SKID AREA		384	SDSICGJC	
TABLE JD: TRANSPORTED END ITEM NARRATIVE				
TRANSPORTED END ITEM NARRATIVE CODE	K	474	TREINCJD	
WHEELED TIRE REQUIREMENTS		511		
SKID REMARKS		385		
TURNING INFORMATION		477		
WHEELED AXLE AND SUSPENSION REMARKS		506		
TRANSPORTED OTHER EQUIPMENT		475		
TABLE JE: TRANSPORT BY FISCAL YEAR				
TRANSPORT FISCAL YEAR	K	145	TRAFYRJE	
FIRST QUARTER PROCUREMENT QUANTITY		298	FIQPQTJE	
SECOND QUARTER PROCUREMENT QUANTITY		298	SQPQTYJE	
THIRD QUARTER PROCUREMENT QUANTITY		298	TQPQTYJE	
FOURTH QUARTER PROCUREMENT QUANTITY		298	FQPQTYJE	
TABLE JF: TRANSPORTATION NARRATIVE				
TRANSPORTATION NARRATIVE CODE	K	470	TRANCDJF	
TRANSPORTATION SHOCK VIBRATION REMARKS		382		
LIFTING AND TIEDOWN REMARKS		192		
TRANSPORTATION PROJECTION REMARKS		471		
REGULATORY REQUIREMENTS		340		
TRANSPORTATION REMARKS		472		
SPECIALISED SERVICE AND EQUIPMENT		398		
SECTIONALIZED REMARKS		368		
TRANSPORTED TO AND FROM		476		
ENVIRONMENTAL/HAZARDOUS MATERIALS CONSIDERATIONS		099		
MILITARY DISTANCE CLASSIFICATION		240		
UNUSUAL AND SPECIAL REQUIREMENTS		500		
VENTING AND PROTECTIVE CLOTHING		504		
DISASTER RESPONSE FORCE REQUIREMENTS		082		
AUSTRALIAN DEFENCE ORGANISATION M TABLES				
TABLE MA: TASK ID EXTENDED MEMO				
NARRATIVE - TASK		944	NARRATMA	
TABLE MB: SKILL SPECIALITY CODE EXTENDED MEMO				
NARRATIVE - MAINTENANCE POLICY TRADE SKILL		945	NARRATMB	
TABLE MC: TASK INTERVAL EXTENDED MEMO				

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Data Element	Key	DED	DE CODE	Required
NARRATIVE - TASK INTERVAL		946	NARRATMC	
TABLE MD: TASK FACILITY EXTENDED MEMO				
NARRATIVE - TASK FACILITY		947	NARRATMD	
TABLE ME: LCN ITEM EXTENDED MEMO				
NARRATIVE - LCN ITEM		948	NARRATME	
TABLE MF: SERVICING EXTENDED MEMO				
NARRATIVE - SERVICING		949	NARRATMF	
AUSTRALIAN DEFENCE ORGANISATION R TABLES				
TABLE RA: WORK AREA CODE LIBRARY				
END ITEM ACRONYM CODE (EIAC)	F	096	EIACODXA	
LSA CONTROL NUMBER (LCN)	F	199	LSACONXB	
ALTERNATE LCN CODE	F	019	ALTLCNXB	
LCN TYPE	F	203	LCNTYPXB	
WORK AREA CODE	K	940	WACODERA	
WORK AREA CODE NAME		997	WACNAMRA	
WORK AREA CLASSIFICATION		812	INTEXTRA	
ENVIRONMENTAL DAMAGE RATING		814	ENVDMARA	
ACCIDENTAL DAMAGE RATING		816	ACCDAMRA	
INSPECTABILITY RATING		815	INSPECRA	
OVERALL WORK AREA ASSESSMENT		817	WAASSMRA	
WORK AREA EQUIPMENT INSTALLED		818	EQINSTRA	
TABLE RB: WORK AREA CODE DESCRIPTION				
WAC DESCRIPTION TEXT SEQUENCING CODE	K	450	TEXSEQRB	
WORK AREA CODE DESCRIPTION		---	WACDESRB	
WORK AREA NARRATIVE CODE	K	819	WANCODRB	
TABLE RC: INITIATING TYPES LIBRARY				
INITIATING TYPE	K	915	INTTYPRC	
INITIATING TYPE DESCRIPTION		916	TYPDESRC	
TABLE RD: TASK INITIATING CONDITIONS ASSIGNMENTS				
INITIATING MODE	K	914	INTMODRD	
INITIATING CONDITION SEQUENCE NUMBER	K	912	ICSQNM RD	
INITIATING INSTANCE		913	ININSTRD	
INITIATING LCN		199	INTLCNRD	
INITIATING ALC		019	INTALCRD	
INITIATING LCN TYPE		203	INTLTYRD	
INITIATING INTERVAL		937	ININTVRD	
INITIATING EVENT MEASUREMENT BASE		923	INEVNTRD	
TABLE RE: SERVICING INITIATING CONDITIONS ASSIGNMENTS				
SERVICING INITIATING MODE	K	914	INTMODRE	
SERVICING INITIATING CONDITION SEQUENCE NUMBER	K	912	ICSQNMRE	
SERVICING INITIATING INSTANCE		913	ININSTRE	
SERVICING INITIATING LCN		199	INTLCNRE	

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Data Element	Key	DED	DE CODE	Required
SERVICING INITIATING ALC		019	INTALCRE	
SERVICING INITIATING LCN TYPE		203	INTLTyre	
SERVICING INITIATING INTERVAL		937	ININTVRE	
SERVICING INITIATING EVENT MEASUREMENT BASE		923	INEVNTRE	
TABLE RF: SERVICING CLAIMED ACTIVITIES ASSIGNMENTS				
SELECT TABLE RF				
TABLE RG: TASK CLAIMED ACTIVITIES ASSIGNMENTS				
SELECT TABLE RG				
TABLE RI: REFERENCED FAILURE MODES				
SELECT TABLE RI				
TABLE RJ: LCN LOG REQUIREMENTS				
LOG REQUIREMENT	K	926	LCNLOGRJ	
TABLE RL: MAINTENANCE POLICY TASK CROSS REFERENCE				
SELECT TABLE RL				
TABLE RM: MAINTENANCE POLICY TRADES				
SELECT TABLE RM				
TABLE RN: SERVICING SUBTASKS				
SERVICING SUBTASK NUMBER	K	407	SUBNUMRN	
SERVICING SUBTASK IDENTIFICATION		431	SUBTIDRN	
SUBTASK CERTIFICATION REQUIREMENT		968	SCRTRQRN	
TABLE RO: SERVICING SUBTASK NARRATIVE				
SERVICING SUBTASK NARRATIVE		372	SUBNARRO	
ELEMENT INDICATOR		095	ELEMNTRO	
TABLE RP: SERVICING SUBTASK CROSS REFERENCE				
SELECT TABLE RP				
TABLE RQ: RCM LOGIC DISPOSITION CODE LIBRARY				
RCM LOGIC DISPOSITION CODE	K	807	RCMDISRQ	
DISPOSITION CODE DESCRIPTION		802	DSCDESRQ	
TABLE RR: LCN/ALC RCM LOGIC USED AND ANALYSIS STATUS				
RCM ANALYSIS STATUS		803	RCMSTSRR	
RCM ANALYSIS STATUS DATE/TIME		809	RCMDTERR	
TABLE RS: LCN/ALC RCM ANALYSIS RESULTS				
RCM LOGIC RESULT		804	RCMRSTRS	
TABLE RT: LCN/ALC RCM ANALYSIS JUSTIFICATION				
TEXT SEQUENCE NUMBER		450	TXTSEQRT	
RCM JUSTIFICATION NARRATIVE		805	RCMJSTRT	
TABLE RU: RCM LOGIC QUESTION DEFINITION				
TEXT SEQUENCE NUMBER	K	450	TXTSEQRU	
RCM QUESTION		806	RCMQSTRU	
TABLE RV: RCM LOGICS LIBRARY				
RCM LOGIC NAME	K	345	RCMLOGRV	
RCM LOGIC DESCRIPTION		800	RCMDESRV	

ANNEX A TO DID-ILS-TDATA-LSAR

Data Element	Key	DED	DE CODE	Required
TABLE RW: RCM LOGIC DEFINITION				
RCM QUESTION NUMBER	K	801	RCMQNMRW	
AFFIRMATIVE QUESTION NUMBER		802	AFQNUMRW	
AFFIRMATIVE DISPOSITION CODE		084	AFDISCRW	
AFFIRMATIVE FAILURE MODE CRITICALITY		962	AFCRITRW	
AFFIRMATIVE TASK REQUIREMENT		808	AFTSKRRW	
NEGATIVE QUESTION NUMBER		801	NGQNUMRW	
NEGATIVE DISPOSITION CODE		084	NGDISCRW	
NEGATIVE FAILURE MODE CRITICALITY		962	NGCRITRW	
NEGATIVE TASK REQUIREMENT		808	NGTSKRRW	
TABLE RX: SERVICING CLAIMED TASK ASSIGNMENTS				
SELECT TABLE RX				
TABLE RY: WORK AREA CODE ANALYSIS DEFINITION				
WORK AREA CONSIDERATION GROUP CODE	K	820	GRPCODRY	
WORK AREA CONSIDERATION SEQUENCE NUMBER	K	828	CONSEQRY	
WORK AREA CONSIDERATION	M	829	CONSIDRY	
AUSTRALIAN DEFENCE ORGANISATION V TABLES				
TABLE VA: LCN ADDITIONAL ADO PROVISIONING DATA				
AUTHORITY TO DEMAND NSN		941	AUTHTDVB	
PROVISIONING REFERENCE		942	PROVRFVA	
REQUIREMENTS AMPLIFICATION CODE		943	RQAMCDVA	
TABLE VB: AUTHORISED TO DEMAND NSN				
AUTHORITY TO DEMAND NSN	K	941	AUTHTDVB	
AUTHORISED TO DEMAND NSN PRICE		950	ATDPRIVB	
AUTHORISED TO DEMAND NSN EXISTING STOCK		952	ATDEXIVB	
AUTHORISED TO DEMAND NSN UNIT OF ISSUE		953	ATDUOIVB	
SERVICING LEVEL		954	SERLEVVB	
TABLE VC: AUTHORISED TO DEMAND NSN - FACILITY				
FACILITY CODE (ADF)		955	FACODEVC	
MAINTENANCE SUPPLY ITEM (MSI) UNIT ENTITLEMENT		956	MSIUENVC	
TABLE VD: ADDITIONAL PART INFORMATION				
HAZARDOUS GOODS UN NUMBER		957	HAZGUNVD	
PART PRIMARY LIFING PARAMETER		923	PLIFPAVD	
EXTENDED ITEM NAME		893	EXTINMVD	
TABLE VE: TASK FACILITY REQUIREMENT EXTENSION				
TASK COST OF REPAIR ESTIMATED		958	ESTCSTVE	
TASK COST OF REPAIR ACTUAL		959	ACTCSTVE	
FACILITY TASK TIME		961	TSKTIMVE	
TABLE VF: ADF FAILURE MODES				
FAILURE MODE CRITICALITY (ADF)		962	FMCRITVF	
FUNCTIONAL LSA CONTROL NUMBER		199	FLSACNXG	
FUNCTIONAL ALTERNATE LCN CODE		19	FALCNCXG	

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Data Element	Key	DED	DE CODE	Required
TABLE VG: ADO ENHANCED CRITICALITY CODES				
SELECT VG TABLE				
TABLE VR: SYSTEM/END ITEM ROLE CODE				
END ITEM ACRONYM CODE (EIAC)	F	96	EIACODXA	
ROLE CODE	K	965	ROLCODVR	
ROLE DESCRIPTION		967	ROLDESVR	
TABLE VS: ROLE CODE TO MISSION PHASE CROSS REFERENCE				
SELECT TABLE VS				
TABLE VT: ROLE TO LCN CROSS REFERENCE				
ROLE REQUIRED FIT		966	ROLREQVT	
AUSTRALIAN DEFENCE ORGANISATION W TABLES				
TABLE WA: EVENT MEASUREMENT BASE LIBRARY				
EVENT MANAGEMENT BASE	K	923	EVNTMBWA	
EVENT MEASUREMENT BASE DESCRIPTION		922	DESCRPWA	
TABLE WB: TASK/EVENT CROSS REFERENCE				
TASK INTERVAL		937	TSKINTWB	
TABLE WC: TASK REQUIREMENT EXTENSION				
CONTINGENCY REQUIREMENT		921	CONTINWC	
HISTORICAL TASK FREQUENCY		430	HTSKFQWC	
HISTORICAL TASK FREQUENCY NARRATIVE		964	TFQNRWC	
STANDARD ACTIVITY CODE		836	STNACTWC	
TABLE WD: MAINTENANCE TASK ENHANCED CRITICALITY CODES				
ENHANCED CRITICALITY CODE	K	834	ECCODEWD	
TABLE WE: ALTERNATE CAGE AND REFERENCE NUMBER BATCH INFORMATION				
BATCH NUMBER	K	917	-----	
BATCH IDENTIFICATION	M	918	BTCHIDWE	
TABLE WF: ALTERNATE CAGE AND REFERENCE NUMBER SET IDENTIFICATION				
ACRN SET SEQUENCE NUMBER	K	919	SEQNUMWF	
TABLE WG: TECHNICAL MANAGEMENT CODE LIBRARY				
TECHNICAL MANAGEMENT CODE	K	938	TMNTCDWG	
TECHNICAL MANAGEMENT CODE STATUS	M	939	TMCSTAWG	
MAXIMUM FIT		927	MAXFITWG	
TABLE WH: TECHNICAL MANAGEMENT CODE TO PHYSICAL LCN CROSS REFERENCE				
SELECT TABLE WH				
TABLE WI: ALTERNATE CAGE AND REFERENCE NUMBER SET				
SELECT TABLE WI				
TABLE WJ: AUTHORITY TO FIT ACRN ON SERIAL NUMBER SYSTEM/END ITEM				
AUTHORITY TO FIT SERIAL NUMBER	M	911	AUTHTFWJ	
TABLE WK: AUTHORITY TO FIT ACRN ON SYSTEM/END ITEM				
AUTHORITY TO FIT	M	911	AUTHTFWK	
TABLE WL: MAINTENANCE TASK TO SYSTEM CROSS REFERENCE				
SELECT TABLE WL				

ANNEX A TO DID-ILS-TDATA-LSAR

Data Element	Key	DED	DE CODE	Required
TABLE WM: SERVICING LIBRARY				
END ITEM ACRONYM CODE (EIAC)	F	96	EIACODXA	
SERVICING IDENTIFIER	K	933	SRVCIDWM	
TABLE WN: SERVICING IDENTIFICATION				
SERVICING TITLE		935	SVTITLWN	
SIGN UP REQUIREMENT		936	SIGNUPWN	
STANDARD ACTIVITY CODE		836	STNACTWN	
TABLE WO: SERVICING TASK				
SELECT TABLE WO				
TABLE WP: SERVICING INTERVAL AND EVENT MEASUREMENT BASE				
SERVICING INTERVAL		934	SVCINTWP	
TABLE WQ: SERVICING FACILITY				
SELECT TABLE WQ				
TABLE WR: SERVICING TECHNICAL MANUAL				
SELECT TABLE WR				
TABLE WS: SERVICING GROUP				
SERVICING GROUP IDENTIFIER	K	930	GRUPIDWS	
SERVICING GROUP SEQUENCE NUMBER		931	GRPSEQWS	
TABLE WU: TECHNICAL MANAGEMENT CODE LOG				
LOG REQUIREMENT	K	926	LOGREQWU	
TABLE WV: LCN ENHANCED CRITICALITY CODE				
SELECT TABLE WV				
TABLE WX: COMPARTMENT CODE LIBRARY				
COMPARTMENT CODE	K	831	COMPCDWX	
COMPARTMENT CODE NAME		832	CCNAMEWX	
COMPARTMENT CODE DESCRIPTION		833	CCDESCWX	
TABLE WY: LCN INFORMATION EXTENSION				
PRIME CAGE CODE		46	CAGECDWF	
PRIME REFERENCE NUMBER		337	REFNUMWF	
ACRN SET SEQUENCE NUMBER		919	SEQNUMWF	
ITEM CRITICALITY		925	CRITEMWY	
CONFIGURATION CODE		920	CFGCDWY	
REQUIRED FIT		929	REQFITWY	
MEAN TIME BETWEEN FAILURE-B		928	MTBFBXWY	
WORK AREA CODE		940	WACODERA	
EXTENDED NOMECLATURE		909	EXTNOMWY	
LCN REPLACEMENT LEVEL		910	REPLEVWY	
COMMON MANAGEMENT CODE		908	CMCODEWY	
CONFIGURATION ITEM NUMBER (CIN)		830	CINCODWY	
COMPARTMENT CODE		831	COMPCDWX	
ASSEMBLY ITEM DESIGNATOR		835	AIDCODWY	
ADAASS REFERENCE NUMBER (HEADER)		837	ADRNHWDY	

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Data Element	Key	DED	DE CODE	Required
ADAASS REFERENCE NUMBER (HEADER VARIANT)		838	ADRNHVWY	
AUSTRALIAN DEFENCE ORGANISATION Z TABLES				
TABLE ZC: MMI PROCESS LIBRARY				
END ITEM ACRONYM CODE (EIAC)	F	096	EIACODXA	
MMI PROCESS CODE	K	810	MMIPROZC	
MMI PROCESS CODE DESCRIPTION		811	MPRDESZC	
MMI SERV SIGNUP REQUIREMENT		936	SIGNUPZC	
TABLE ZD: MMI SERVICING GROUPS				
END ITEM ACRONYM CODE (EIAC)	F	096	EIACODXA	
LSA CONTROL NUMBER (LCN)	F	199	LSACONXB	
ALTERNATE LCN CODE	F	019	ALTLCNXB	
LCN TYPE	F	203	LCNTYPXB	
TASK CODE	F	427	TASKCDCA	
SERVICING GROUP IDENTIFIER	K	930	GRUPIDZD	
SERVICING GROUP SEQUENCE NUMBER		931	GRPSEQZD	
TABLE ZE: MMI SERVICING TASK LIST				
SELECT TABLE ZE				
TABLE ZF: MMI SERVICING GROUPED TASKS				
SERVICING GROUP TASK SEQUENCE NUMBER	K	932	TSKSEQZF	
TABLE ZG: MMI SERVICING TASK REQUIREMENT EXTENSION				
MMI SERVICING TITLE		935	MSTITLZG	
STANDARD ACTIVITY CODE		836	STNACTZG	
TABLE ZL: ALCS WITHIN ALCS				
SELECT TABLE ZL				

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ILS-TDATA-PUBPACK-V5.3

2. TITLE: PUBLICATIONS PACKAGES

3. DESCRIPTION AND INTENDED USE

3.1 A Publications Package (PUBPACK) contains publications and amendments to publications that are to be delivered to the Commonwealth, and other parties if applicable, in accordance with the Approved Publications Tree (PUBTREE). The use of PUBPACKs enables new publications and amendments to publications to be managed as deliverable data items under the Contract.

3.2 The Contractor uses PUBPACKs to manage the delivery of those publications and amendments to publications that will be used in the operation and support of the Mission System and the Support System. This DID acts as a specification for the publications and amendments to publications within the PUBPACK, when these requirements have not been specified elsewhere in the Contract.

3.3 The Commonwealth uses PUBPACKs to obtain publications and amendments to publications, and to manage these as deliverable data items under the Contract.

4. INTER-RELATIONSHIPS

4.1 The publications and amendments to publications to be included in each PUBPACK are defined in the Approved PUBTREE. The PUBTREE is derived from the Master Technical Data Index (MTDI).

4.2 Each PUBPACK is subordinate to the following data items, where these data items are required under the Contract:

- a. Integrated Support Plan (ISP);
- b. Technical Data Plan (TDP); and
- c. Verification and Validation Plan (V&VP).

4.3 The distribution and use of publications delivered in accordance with this DID are subject to the rights and limitations in the Technical Data and Software Rights (TDSR) Schedule.

5. APPLICABLE DOCUMENTS

5.1 The following document forms a part of this DID to the extent specified herein:

S1000D™	<i>International Specification for Technical Publications using a Common Source Database, Issue 5.0</i>
DEF(AUST)5629C	<i>Production of Military Technical Manuals</i>
DEF(AUST)IPS-5630	<i>Developing S1000D Interactive Electronic Technical Publications (IETPs)</i>
ASD-STE100	<i>International specification for the preparation of technical documentation in a controlled language</i>

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 This data item shall **not** comply with the CDRL clause entitled 'General Requirements for Data Items'.

6.2 Specific Content

6.2.1 Specific Requirements

6.2.1.1 Where the publication standard is specified in the Contract (including in the Support System Functional Baseline), this standard shall have precedence over any Approved plan, unless otherwise agreed by the Commonwealth Representative in writing.

6.2.1.2 Unless otherwise specified in the Contract or agreed by the Commonwealth Representative in writing, all new publications and amendments to existing publications, which are to be delivered to the Commonwealth, shall be developed using a Simplified Technical English (STE) dictionary derived from ASD-STE100.

6.2.1.3 Unless otherwise specified in the Contract or in the Approved ISP or the Approved TDP (whichever is the governing plan under the Contract):

Note: The term '*Business Rule Decision Points (BRDP)*' in the following clause has the meaning given in DEF(AUST)IPS-5630.

- a. all new publications to be developed and delivered to the Commonwealth shall comply with S1000D, DEF(AUST)IPS-5630, and the Business Rule Decision Points (BRDP) specified in the Approved TDP or the Approved ISP (as applicable); and
- b. all amendments to existing Commonwealth publications, to be delivered to the Commonwealth, which:
 - (i) are in S1000D Issue 5.0 format, shall be prepared in accordance with DEF(AUST)IPS-5630 and be consistent with the existing publication's BRDP;
 - (ii) are in a legacy S1000D format, shall be prepared in accordance with DEF(AUST)IPS-5630 and be consistent with the existing publication; and
 - (iii) are not in S1000D format, shall comply with DEF(AUST)5629C.

6.2.1.4 All amendments to existing Contractor and Subcontractor publications, which are to be delivered to the Commonwealth, shall be prepared in the same style and format as the publication being amended.

6.2.1.5 Unless otherwise agreed by the Commonwealth Representative in writing, the following criteria shall be utilised for producing amendments to existing publications that are to be delivered to the Commonwealth:

- a. where a single or multiple S1000D Common Source Database (CSDB) object(s) have been identified as changed, these will be delivered as a complete or partial data exchange package in accordance with clause 6.2.2;
- b. if less than or equal to five percent of the pages of an existing publication are affected by the amendment, a page-for-page change to the affected publication is required; and
- c. if more than five percent of the pages of an existing publication are affected by the amendment, a new publication incorporating all of the required changes shall be provided.

6.2.1.6 Third-party publications, where source data is not reasonably available to the Contractor, may be provided to the Commonwealth in existing vendor layout and format.

6.2.1.7 All amendments to third-party publications, which are to be delivered to the Commonwealth, shall be provided in the same style and format as the parent publication.

6.2.2 Specific Requirements – S1000D Delivery Requirements

6.2.2.1 Each delivery of S1000D Issue 5.0 Technical Data shall include:

- a. the Data Management List (DML), which contains the current list of all CSDB objects to be delivered for the Contract (and which may be delivered as an S1000D listing from the Approved Publications Tree);
- b. a data exchange package, which includes:
 - (i) a Data Dispatch Note (DDN), which lists all of the CSDB objects that are ready for delivery and their status (ie, in either draft or a completed format);

- (ii) as a minimum, the CSDB objects (ie, S1000D Data Modules developed using eXtensible Markup Language (XML) files or Standard Generalized Markup Language (SGML) files, illustrations, multimedia, and legacy data formatted files) for those S1000D Data Modules identified for delivery in accordance with the Approved Publications Tree; and
- (iii) a Business Rules Exchange (BREX) file for the validation of the CSDB objects.

6.2.2.2 The S1000D Data Modules referred to in clause 6.2.2.1b(ii) shall be:

- a. developed to a compliant S1000D XML schema, as defined in S1000D issue 5.0;
- b. delivered as source S1000D XML files with all associated information objects that make up the completed technical publication data, as defined in DEF(AUST)IPS-5630;
- c. delivered with all supporting information objects, developed consistent with the system, sub system and sub subsystem breakdown structure used for operation and maintenance of the applicable products;
- d. validated using the Approved BREX file, to confirm that they comply with Commonwealth requirements in DEF(AUST)IPS-5630 and the supporting BRDP.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ILS-TDATA-TDP-V5.3

2. TITLE: TECHNICAL DATA PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Technical Data Plan (TDP) describes the Contractor's strategy, plans, methodology, and processes for meeting Contract requirements for the identification, control, assembly, preparation, verification, validation and delivery of Technical Data.

3.2 The Contractor uses the TDP to:

- a. document the strategy, plans and procedures to define, manage and monitor the Technical Data activities under the Contract; and
- b. ensure that those parties (including Subcontractors) who are undertaking Technical Data related activities understand their respective responsibilities, the processes to be used, and the time-frames involved.

3.3 The Commonwealth uses the TDP to:

- a. ensure that the full scope of Technical Data associated with the Contract will be appropriately defined, developed, and monitored, and that there are coherent management arrangements in place;
- b. understand and evaluate the Contractor's approach to meeting the Technical Data requirements of the Contract; and
- c. understand the Commonwealth's involvement in the Contractor's Technical Data activities, including the monitoring of the Contractor's activities.

4. INTER-RELATIONSHIPS

4.1 The TDP is subordinate to the following data items, where these data items are required under the Contract:

- a. Project Management Plan (PMP);
- b. Integrated Support Plan (ISP);
- c. Systems Engineering Management Plan (SEMP); and
- d. Configuration Management Plan (CMP).

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

- a. Contract Work Breakdown Structure (CWBS);
- b. Configuration Status Accounting Report (CSAR);
- c. all data items derived from the Master Technical Data Index (MTDI);
- d. Software List (SWLIST);
- e. Data Accession List (DAL);
- f. Publications Packages (PUBPACK); and
- g. Verification and Validation Plan (V&VP).

5. APPLICABLE DOCUMENTS

Note to drafters: The following list is indicative of the range of Technical Data standards available. Project Offices need to amend the list to ensure that the references align with current Defence policy and requirements of the Contract. See also the standards listed in Annex A.

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

S1000D™	<i>International specification for technical publications using a common source database, Issue 5.0</i>
DEF(AUST)5629C	<i>Production of Military Technical Manuals</i>
DEF(AUST)IPS-5630	<i>Developing S1000D Interactive Electronic Technical Publications (IETPs)</i>
DEF(AUST)CMTD-5085C	<i>Engineering Design Data for Defence Materiel</i>
ISO 10303	<i>Automation systems and integration — Product data representation and exchange</i>
ISO 10918	JPEG
ISO 32000-1	<i>Document management – Portable document format</i>
MIL-PRF-28000	<i>Digital Representation for Communication of Product Data: IGES Application Subsets and IGES Application Protocols</i>
MIL-PRF-28001	<i>Markup Requirements and Generic Style Specification for Electronic Printed Output and Exchange of Text</i>
MIL-PRF-28002	<i>Raster Graphics Representation in Binary Format</i>
	ADF Service Publication standard(s), as specified in the Statement of Work

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** This data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the TDP shall summarise these aspects and refer to the other data item.
- 6.1.3** 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.

6.2 Specific Content

6.2.1 General

- 6.2.1.1** The TDP shall describe the objectives, scope, constraints, and assumptions associated with the Contractor's Technical Data activities. Any risks associated with these activities shall be documented in the Risk Register; however, the TDP shall describe the risk management strategies associated with any global risks relating to Technical Data.

6.2.2 Technical Data Organisation

- 6.2.2.1** The TDP shall describe the Contractor's organisational arrangements for meeting the Technical Data requirements of the Contract, including:
- identification of the Contractor's Technical Data manager, who will have managerial responsibility for meeting the Technical Data requirements of the Contract;
 - the Contractor's and Approved Subcontractors' organisations with a primary responsibility for managing Technical Data, showing how these arrangements integrate into the higher-level management structures and organisations;
 - the interrelationships and lines of authority between all parties involved in the Contractor's Technical Data activities; and
 - the Contractor's and Approved Subcontractors' management positions with significant responsibilities for Technical Data activities.

6.2.3 Overview of Technical Data and Related Activities

6.2.3.1 The TDP shall provide an overview of the Contractor's program for meeting the Technical Data requirements of the Contract, including:

- a. the major activities to be undertaken, when, and by whom;
- b. the integration of Subcontractors into the Contractor's Technical Data activities;
- c. the personnel (including categories, expected numbers (by category) and associated skills/competencies) required by the Contractor and Subcontractors to meet the Technical Data requirements of the Contract, including the proposed sources for obtaining those personnel;
- d. the interfaces between the Technical Data activities and the Systems Engineering (SE) and Integrated Logistics Support (ILS) programs, including the mechanisms for ensuring that the Technical Data activities and outcomes are consistent with the developmental outcomes and support concepts for both the Mission System and the Support System;
- e. the interfaces between the Technical Data activities and the Configuration Management (CM) program;
- f. if not addressed in other data items delivered to the Commonwealth, the Contractor's strategy and methodology for electronic data interchange, if required, including the use of a Data Management System (DMS);
- g. if escrow is a requirement under the Contract, the identification of the proposed escrow agent, categories of Technical Data to be placed in escrow, and an outline plan for maintaining the currency of the Technical Data stored in escrow for the duration of the Escrow Agreement; and
- h. any training related to Technical Data that the Contractor's and Subcontractors' staff need to undertake, including details of any proposed Training courses.

6.2.3.2 If not addressed in other data items delivered to the Commonwealth, the TDP shall identify the issues, methodologies and processes for controlling and enabling access to Technical Data that is subject to restrictions, such as restrictions from Intellectual Property rights, security, Export Approvals, Technical Assistance Agreements, escrow arrangements, or other.

6.2.3.3 The TDP shall describe the Contractor's expectations of the Commonwealth with respect to the management of Technical Data including, if applicable, the interfaces and interactions with Commonwealth organisations external to the project office.

6.2.4 Technical Data Requirements Analysis

6.2.4.1 The TDP shall describe the Contractor's strategy, methodology, and processes to be utilised to undertake a Technical Data requirements analysis, including:

- a. the system for categorising Technical Data based on its intended purpose (eg, Maintenance manual, specification, drawing, presentation for a system review, etc), origin, management approach, and any other criteria defined by the Contractor;
- b. determining the appropriateness of using existing Technical Data to enable the Materiel System to be operated and supported through life, considering Defence's requirements for the configuration, roles and environments that are applicable to the Materiel System;
- c. undertaking cost-benefit analyses, if required, to determine the applicable Technical Data standards and specifications to be used;
- d. optimising the 'packaging' of scope and content for publications to:
 - (i) minimise the number of publications required to be accessed by users to perform specific tasks;
 - (ii) minimise the duplication of content between publications, and ensuring consistency if duplication cannot be avoided; and

- (iii) where publications will be applied to different configurations of the Mission System(s) and Support System Components, clearly identifying the relevance of configuration-specific content to the specific configurations;
- e. identifying and optimising the range and quantity of Technical Data required to be delivered under the Contract, including:
 - (i) existing Technical Data that is expected to be suitable without modification;
 - (ii) existing Technical Data that is expected to require conversion into a different format;
 - (iii) existing Technical Data that is expected to require modified content; and
 - (iv) proposed new Technical Data.

6.2.5 Technical Data Development – General

6.2.5.1 The TDP shall describe:

- a. the Contractor's program of activities for managing the Technical Data program;
- b. the Contractor's program of activities for the identification, design, development, and delivery of Technical Data (appropriately cross-referenced to activities in the Contract Master Schedule (CMS) and in any subordinate schedules);
- c. the Software tools to be applied to the generation and interpretation (authoring and viewing) of Technical Data;
- d. the procedures, by category of Technical Data, for the receipt, review, Configuration Control, amendment, production and delivery of all Technical Data and associated supporting hardware and Software for the Support System (eg, to host IETPs, drawings / design data sets, or the Configuration Management System);
- e. the procedures for the management and control of:
 - (i) the MTDI, including the Support System Technical Data List (SSTD);
 - (ii) the DAL, if a DAL is required under the Contract; and
 - (iii) related elements of the TDSR Schedule (with reference to the PMP);
- f. the procedures for validating the MTDI, including the individual data items derived from the MTDI;
- g. the strategy, methodology and processes to meet the Technical Data related regulatory / assurance requirements of the Contract, and any required organisational accreditations and / or certifications;

Note: Terms 'validate' and 'verify' in the following subclause are as used in DEF(AUST)5629C and DEF(AUST)IPS-5630, and do not apply to other sections of the Contract.

- h. the Contractor's overall strategy, methodology and processes to validate Technical Data, including an indicative schedule and standards to be used; and
- i. the Contractor's strategy and methodology for assisting the Commonwealth to verify Technical Data.

6.2.6 Technical Data Development – Standards and Specifications

6.2.6.1 The TDP shall describe:

- a. the standards, by Technical Data category, for the preparation of Technical Data (refer clauses 6.2.6.2 and 6.2.6.3 of this DID);
- b. the strategy, methodology and processes to validate that each data type complies with the relevant Technical Data standard;
- c. the strategy, methodology and processes for the Contractor to convert any Technical Data that currently exists in formats that do not comply with the standards and specifications identified at Annex A to formats that do comply;

Note: 'Business Rules' in the following clause has the meaning given in DEF(AUST)IPS-5630.

- d. for Technical Data that is produced as Common Source Database (CSDB) Objects in accordance with DEF(AUST)IPS-5630 and S1000D™, the methodology and processes to validate that the structure and the set of eXtensible Markup Language (XML) accords with the required Business Rules;
- e. for Technical Data that is produced in accordance with DEF(AUST)5629C, the methodology and processes to validate that the structure and set of the Standard Generalised Markup Language (SGML) tagging accords to the Document Type Definition (DTD) (Army/Navy/RAAF versions) detailed in DEF(AUST)5629C; and
- f. the methodology to validate that data file formats comply with the applicable standards used for data exchange and the methodology to validate the data file interpreters (eg, viewing tools) where they are provided as part of the Contract deliverables, including:
 - (i) the processes and timeframes for conducting compliance testing; and
 - (ii) details pertaining to whether the Contractor proposes to conduct the testing using an internationally recognised testing authority, a central body, or an agency sub-contracted by the central body.

6.2.6.2 For each of the Technical Data categories identified under clause 6.2.4.1a, the TDP shall identify the Technical Data standards and specifications to be applied, using the following descriptors:

- a. **Primary Compliant Formats** – digital formats that are compatible with the Commonwealth's policies and business practices;
- b. **Alternative Compliant Formats** – digital formats that are not current Commonwealth policy or business policy, but may be considered on a case-by-case basis, depending upon the data type, Life Cycle Cost (LCC) considerations, intended management strategy, and application of the data;
- c. **Acceptable Non-Compliant Formats** – digital formats that may be considered by the Commonwealth, depending on the data type, LCC considerations, intended management strategy, and application of the data; and
- d. **Formats that are not Suitable** – proprietary digital formats that shall not be considered for delivery, except where the application is in current use in the Commonwealth and the cost-benefit analysis justifies delivery in these formats.

6.2.6.3 In applying the descriptors identified in the preceding clause, the TDP shall take into consideration that the Commonwealth currently utilises the Technical Data standards and specifications identified at Annex A to this DID.

6.2.7 Technical Data Development – Publications

6.2.7.1 The TDP shall describe:

- a. the strategy, methodology, processes, and standards associated with the identification, development and delivery of publications;
- b. the strategy, methodology and processes for validating the publications for readability, technical accuracy and grammatical correctness;
- c. the Contractor's internal review and approval processes and procedures for publications prior to release to the Commonwealth, including in-process reviews, controls, and schedules;
- d. the methodology for handling routine and priority changes and supplements;
- e. the strategy and methodology for assessing the suitability of existing Commonwealth publications, if applicable; and
- f. the procedures to identify the amendments required to existing publications and the management of amendment incorporation.

6.2.8 Technical Data Development – S1000D Technical Data

6.2.8.1 If S1000D Technical Data is applicable to the Contract, the TDP shall describe:

- a. the Contractor's strategy, methodology, and processes for the development of S1000D Technical Data, in accordance with the Business Rules defined in accordance with clause 6.2.8.2;
- b. the Contractor's program of activities associated with the design, development, and delivery of S1000D Technical Data (including cross-references to related activities in the CMS and in any subordinate schedules);
- c. the functionality of the S1000D Technical Data IETPs to be produced;
- d. the linkages with any Computer-Based Training required under the Contract;
- e. the Contractor's strategy, methodology, processes, and program of activities for undertaking verification and validation of S1000D Technical Data (cross-referenced to the applicable V&V program plans);
- f. the Contractor's proposed support strategy for the S1000D Technical Data, including the role and scope of the Commonwealth in the provision of in-service support and the proposed data exchange arrangements, the frequency of delivery for regular updates, and the approach to be implemented for urgent releases; and
- g. the methods of data exchange and transfer under the Contract, including data transfer points, in accordance with DEF(AUST)IPS-5630 or as otherwise agreed by the Commonwealth.

6.2.8.2 The TDP shall include (as an annex) a Business Rules Index, based on Annex B to DEF(AUST)IPS-5630, which includes:

- a. the (common) Defence Business Rules specified in DEF(AUST)IPS-5630;
- b. any additional or modified Business Rules specified at Annex A to the SOW or in the ADF Service Publication standard(s) identified in the SOW; and

Note: Commonwealth agreement to the Contractor-proposed BRDP will be provided through Approval of the TDP.

- c. the Business Rules Decision Points (BRDP) proposed by the Contractor for those BRDP designated in Annex B to DEF(AUST)IPS-5630 as "Contractor to propose, Commonwealth to agree".

6.2.9 Technical Data Development – Engineering Drawings

Note: 'Engineering drawings' refers to engineering design data for hardware products of the Materiel System, including technical drawings and data sets (eg, three-dimensional modelling and computer-aided design data).

6.2.9.1 The TDP shall describe:

- a. the methodology and processes to analyse the requirements for engineering drawings, including the applicable levels and categories of drawings, required:
 - (i) to support Contract activities, including Mandated System Reviews; and
 - (ii) to enable the sustainment of the Materiel System;
- b. the strategy, methodology, processes, and standards associated with the development and delivery of engineering drawings, including the Contractor's proposed tailoring and implementation of DEF(AUST)CMTD-5085C;
- c. the indexing method employed by the Contractor to manage and control the suite of engineering drawings;
- d. the strategy for validating the engineering drawings for technical accuracy;
- e. the Contractor's internal review and approval processes and procedures for engineering drawings prior to release to the Commonwealth, including in-process reviews, controls, and schedules; and
- f. the methodology for handling routine and priority changes to engineering drawings.

ANNEX A TO DID-ILS-TDATA-TDP**CURRENT COMMONWEALTH TECHNICAL DATA STANDARDS AND SPECIFICATIONS**

Note to drafters: Amend the following list to ensure that the standards align with current Defence policy and the requirements of the project, including any requirement to update legacy Technical Data.

1. TECHNICAL PUBLICATIONS**1.1 Primary Delivery Compliant Format:**

- a. for Interactive Electronic Technical Publications (IETPs), the publications accord with S1000D™ and DEF(AUST)IPS-5630), and any Contract-specific requirements for S1000D™ deliverables; and
- b. for page-based publications (including class 1 and 2 electronic technical manuals), the publications accord with either:
 - (i) S1000D™ and DEF(AUST)IPS-5630 (including for legacy publications produced in accordance with previous versions of S1000D (ie, prior to Issue 5.0)); or
 - (ii) DEF(AUST)5629C.

1.2 Primary Data-Source Compliant Format – Processable / Dynamic Documents:

- a. Text - XML applying the applicable schemas as per DEF(AUST)IPS-5630; and
- b. Graphics - vector and raster formats as detailed in S1000D™ (eg, Computer Graphics Metafile (CGM) for vector graphics and TIFF, PNG, JPEG for raster formats).

1.3 Alternative Data-Source Compliant Format:

- a. Text - XML applying schemas Approved for use by the Commonwealth;
- b. Graphics - vector and raster formats as detailed in S1000D™ (eg, CGM for vector graphics and TIFF, PNG, JPEG for raster formats); and
- c. Composed Document - documents provided, which require no amendments throughout the life cycle of the equipment, may be delivered in Portable Document Format (PDF) in accordance with ISO 32000-1:2008.

1.4 Acceptable Data-Source Non-Compliant Format:

- a. a neutral data file (platform independent file format) containing as a minimum hyperlink referencing between the table of contents and the applicable text. Preference is for PDF in accordance with ISO 32000-1:2008; and
- b. native digital format in use by the Commonwealth (eg, Word 2010 '.docx' or later).

2. ENGINEERING DRAWINGS**2.1 Primary Data-Source Compliant Format:**

- a. DEF(AUST)CMTD-5085C; and
- b. ISO 10303.

2.2 Acceptable Data-Source Non-Compliant Format:

- a. AutoCAD native drawing format (DWG) in accordance with versions used by the Commonwealth or as agreed by the Commonwealth Representative. Drawings must be a direct output from the authoring system, and not the result of a translation process. All information necessary to open and manipulate the data files, including libraries, fonts, logical name definitions, and other supporting files shall be delivered with the drawing files; and
- b. Autodesk Drawing Exchange Format (DXF) in accordance with versions used by the Commonwealth or as agreed by the Commonwealth Representative.

DATA ITEM DESCRIPTION

1. **DID NUMBER:** DID-ILS-TNG-CBT-V5.3

2. **TITLE:** COMPUTER BASED TRAINING

Note to drafters: Projects teams considering specifying CBT as a Training delivery method should develop the contents of this DID. DID-ILS-TDATA-PUBPACK, which also specifies data items that are Supplies, may be useful as a reference when developing this DID.

3. **DESCRIPTION AND INTENDED USE**

3.1 This Computer Based Training (CBT) DID defines [... INSERT GENERIC PURPOSE OF DATA ITEM AS SPECIFICATION FOR CBT ...].

3.2 The Contractor uses the CBT DID as the specification for [... INSERT CONTRACTOR USE OF DATA ITEM ...] which are to be delivered to the Commonwealth.

3.3 The Commonwealth uses the CBT DID to specify requirements for and obtain delivery of [... TBD COMMONWEALTH NEED FOR DATA ITEM ...].

4. **INTER-RELATIONSHIPS**

4.1 Computer Based Training (CBT) is subordinate to the following data items, where these data items are required under the Contract:

- a. Integrated Support Plan (ISP);
- b. Training Support Plan (TSP); and
- c. Learning Management Packages (LMPs).

4.2 CBT inter-relates with the following data items, where these data items are required under the Contract:

- a. Support System Technical Data List (SSTD);
- b. Training Materials List (TML);
- c. Training Equipment List (TEL);
- d. Software List (SWLIST);
- e. Interactive Electronic Technical Publications (IETPs); and
- f. [... TBD ...].

4.3 The distribution and use of CBT delivered in accordance with this DID are subject to the rights and limitations in the Technical Data and Software Rights (TDSR) Schedule.

5. **APPLICABLE DOCUMENTS**

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

TBD

6. **PREPARATION INSTRUCTIONS**

6.1 **Generic Format and Content**

6.1.1 This data item shall **not** comply with the CDRL clause entitled 'General Requirements for Data Items'.

6.1.2 [... TBD ...].

6.2 Specific Content

Note to drafters: The specific content should include reference to any required data formats if necessary to ensure compatibility with existing Training delivery systems.

6.2.1 [... TBD ...]

6.2.1.1 [... TBD ...].

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-ILS-TNG-LMP-V5.3

2. TITLE: LEARNING MANAGEMENT PACKAGE

3. DESCRIPTION AND INTENDED USE

3.1 The Learning Management Package (LMP) comprises the complete set of documentation necessary for the management and delivery of a Training course, including course design information and lists of the Training Equipment and Training Materials used for delivery. The LMP documents the Contractor's outputs from the '*design*' and the '*develop*' phases of the Systems Approach to Defence Learning (SADL) model (ie, including analyse, design, develop, implement and evaluate phases).

3.2 The Contractor uses the LMP to:

- a. document the outcomes of its Training design and development activities;
- b. demonstrate to the Commonwealth how the Training course will address the requirements of the performance needs and analysis outcomes, including those within a Training Requirements Specification (TRS) when applicable;
- c. demonstrate to the Commonwealth that the Training courses represent part of a solution that minimises Life Cycle Cost; and
- d. provide the basis for the management and delivery of the related Training course under the Contract and under the Contract (Support), as applicable.

3.3 The Commonwealth uses the LMP to:

- a. assist to evaluate the Contractor's design and content of the Training course;
- b. Verify the suitability of the proposed Training courses including, if applicable, with respect to a TRS;
- c. understand the Commonwealth's scope of work for Sustainment Training; and
- d. prepare for the Verification and Validation (V&V) of the Training course(s).

4. INTER-RELATIONSHIPS

4.1 The LMP is subordinate to the following data items, where these data items are required under the Contract:

- a. Integrated Support Plan (ISP);
- b. Training Support Plan (TSP); and
- c. Verification and Validation Plan (V&VP).

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

- a. Performance Needs Analysis Report (PNAR);
- b. Training Recommendations Report (TNGRECR);
- c. Training Requirements Specification (TRS);
- d. Support System Technical Data List (SSTD);
- e. Training Materials List (TML), a part of the Master Technical Data Index (MTDI);
- f. Training Equipment List (TEL);
- g. Software List (SWLIST);
- h. Recommended Provisioning List (RPL);
- i. Acceptance Test Plans (ATPs);

- j. Acceptance Test Procedures (ATProcs); and
- k. Acceptance Test Reports (ATRs), including 'trial course' reports.

4.3 The LMP inter-relates with the Technical Data and Software Rights (TDSR) Schedule.

5. APPLICABLE DOCUMENTS

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

- | | |
|------------|---|
| SADL Guide | Defence Learning Manual chapter 4: the <i>Systems Approach to Defence Learning Practitioners' Guide</i> |
| | ADF Service Training Manual(s), as specified in the Statement of Work |
| | <i>Standards for Training Packages</i> , Australian Industry and Skills Committee |
| | <i>Standards For VET Accredited Courses 2021</i> , Australian Skills Quality Authority (ASQA) |

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** 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.

6.2 Specific Content

Note: *The SADL Guide identifies further information that may be added to the delivered data item, by the Commonwealth, for the purpose of internal approvals.*

6.2.1 General

- 6.2.1.1** The LMP shall be developed to incorporate the results from the learning solution design and development activities undertaken in accordance with the Approved TSP or ISP (whichever is the governing plan in the Contract), including the following SADL products:
- a. in respect of the SADL Analyse Phase (Annexes to the Approved TSP or ISP (whichever is the governing plan in the Contract) that are to be transferred to Annexes of the LMP for the applicable learning solution):
 - (i) Design Phase Scope Proposal (SADL product DesP1); and
 - (ii) Risk Assessment Summary (SADL product AP2);
 - b. in respect of the SADL Design Phase (to be included as Annexes to the LMP):
 - (i) Task Breakdown Sheet (SADL product DesW1);
 - (ii) Learning Outcomes Requirements Sheet (SADL product DesW2);
 - (iii) Draft Learning Outcomes (SADL product DesW3); and
 - (iv) Mapping Matrix (SADL product DesP3)

6.2.2 Draft Learning Management Package

- 6.2.2.1** When this DID is invoked for the delivery of a Draft LMP, the delivered data item shall include sections 1 to 3 of the LMP, as defined by clause 6.3.
- 6.2.2.2** The Draft LMP documents the results of the SADL design phase and shall be substantially complete and sufficient to enable the Commonwealth to:
- a. Verify that the curriculum addresses the performance needs and course specifications included within or supporting the TRS or TNGRECR, as applicable;
 - b. determine if the learning and assessment modules appear suitable and achievable;
 - c. determine whether the review and evaluation strategies appear suitable; and

- d. if applicable to a qualification recognised within the national register of Vocational Education and Training (VET), review the readiness of the Units of Competency (UOCs) and course documents for accreditation by the National VET Regulator (ie, ASQA) or other accrediting body.

6.2.3 Learning Management Package

6.2.3.1 When this DID is invoked for the delivery of a (complete) LMP, the delivered data item shall include sections 1 to 5 of the LMP, as defined by clause 6.3.

6.2.3.2 The LMP incorporates the results of the SADL develop phase and shall be complete in all aspects, and suitable for the management and delivery of the Training course. For the purposes of this clause, 'complete in all aspects' includes Training Materials that are items of Technical Data developed for purposes other than Training (eg, operating and maintenance manuals) and which are delivered separately under the Contract.

6.3 Learning Management Package Structure

Note: *Words in italics indicate headings within the SADL LMP template guide.*

6.3.1 Section 1: Learning Management Information

6.3.1.1 Section 1 of the LMP, *learning management information*, shall contain a *course data description*, including:

- a. the identifying course code, the course name, and short name;
- b. the highest security classification of course content (often related to Technical Data or Software that supports but was not developed for Training purposes) as defined by the Security Classification and Categorisation Guide;
- c. a statement of the course aim;
- d. a brief course description, including an overview of the scope of the learning outcomes to be covered, core learning activities and other associated learning programs that, together, form a learning and development solution;
- e. the type of course (eg, continuation, familiarisation or specialist);
- f. the minimum and maximum number of students per course;
- g. the primary delivery method (eg, distance learning, instructor led, etc);
- h. applicable trade / profession (ie, 'skills domain' or 'job family') of the participants;
- i. total course duration; and
- j. if applicable, the Registered Training Organisation.

6.3.1.2 Section 1 of the LMP shall contain a list of the course *learning outcomes* including a sequence number, description and, if applicable, the related UOCs from training packages and qualifications within the national register of VET.

6.3.1.3 Section 1 of the LMP shall contain an outline of the *summative assessments* and identify the required assessor qualifications.

6.3.1.4 Section 1 of the LMP shall contain details of course prerequisites including:

- a. *course Service prerequisites* (eg, Defence prerequisites, student rank or grade, required security clearance, and so on) when this information is provided by the Commonwealth;
- b. *course qualifications prerequisites* including, as applicable:
 - (i) education qualifications and language prerequisites;
 - (ii) prerequisite military proficiencies;
 - (iii) prerequisite UOCs identified from training packages and qualifications within the national register of VET; and
 - (iv) prerequisite courses, including courses that are not included within the national register of VET; and

- c. *any additional prerequisites* identified by the course designers and developers.
- 6.3.1.5** Section 1 of the LMP shall list *course targets* in terms of proficiencies, competencies, qualifications and licences, as applicable.
- 6.3.1.6** If the course is a '*program course*', comprising a series of component or 'child courses', section 1 of the LMP shall list the *program course components* by course code and title.
- 6.3.1.7** Section 1 of the LMP shall contain a list of major items of *course equipment* (ie, Training Equipment) identified by part number (if available), equipment name and the required quantity (note that additional details will be included in section 3).
- 6.3.1.8** Section 1 of the LMP shall identify *Defence training authority details*, when this information is provided by the Commonwealth.
- 6.3.1.9** Section 1 of the LMP shall include an *evaluation plan* (ie, a SADL evaluation phase plan) that consists of:
 - a. a learning review plan, which includes:
 - (i) a summary of the V&V activities (eg, trial courses) to Verify the suitability of the course curriculum and to provide assurance of the quality of the learning and assessment materials;
 - (ii) cross-references to the ATPs and ATPocs applicable to the evaluation; and
 - (iii) focus areas for the evaluation process based on specific areas of risk (eg, safety critical and complex tasks); and
 - b. a *workplace evaluation plan*, which includes:
 - (i) a summary of the activities to Validate the learning outcomes and competencies applied in the workplace, including Contractor V&V program activities and recommended Defence activities, as applicable;
 - (ii) cross-references to the ATPs and ATPocs applicable to the evaluation; and
 - (iii) focus areas for the evaluation process based on specific areas of risk (eg, safety critical and complex tasks).
- 6.3.1.10** Section 1 of the LMP shall describe any *alternate learning pathways*, if applicable, such as assessment only, or recognition of competencies based on existing evidence.
- 6.3.1.11** Section 1 of the LMP shall identify course *accreditation* details including, when applicable:
 - a. the VET regulator for course accreditation (eg, ASQA);
 - b. Australian Vocational Education and Training Management Information Statistical Standard ('AVETMISS') codes and reporting requirements;
 - c. proposed accreditation period; and
 - d. recognition by other relevant professional or industry bodies.
- 6.3.1.12** Section 1 of the LMP shall include contact details for organisations able to grant *authority to use* the LMP and related Training Materials, consistent with Technical Data and Software Rights Schedule for the Contract.
- 6.3.1.13** Section 1 of the LMP shall identify *Intellectual Property holders* (ie, Defence, Contractor or third parties) including for course content imported from VET training packages, and cross-reference any related restriction of rights detailed in the TDSR Schedule.
- 6.3.1.14** Section 1 of the LMP shall incorporate, where applicable, any additional information:
 - a. including special information or instructions provided by the course developers; and
 - b. provided by the Commonwealth in relation to the above information requirements.
- 6.3.2** **Section 2: Curriculum**
- 6.3.2.1** Section 2 of the LMP shall describe the course curriculum, excluding cost information.
- 6.3.2.2** The course curriculum details shall include:

- a. a *course overview*, including a course map (ie, graphical representation) showing the sequence of course modules and mapping of UOCs; and
- b. course duration, identifying each learning and assessment module and any other activity, the duration of each module or other activity, and the total duration.

6.3.2.3 The course curriculum shall describe the *modules* within the course (where modules are used to group learning outcomes with a similar purpose or goal) including:

- a. the module content, described in a single sentence and a list of the learning outcomes in the module;
- b. identification of prerequisite modules;
- c. the security classification of the content;
- d. a list of the module's assessment activities;
- e. a summary of the learning / Training delivery methods used within the module;
- f. a list of key Support Resources, such as significant items of Training Equipment;
- g. any WHS requirements; and
- h. any additional information relevant to defining the scope of the module.

6.3.2.4 The course curriculum shall describe the *learning outcomes* for each module, including:

- a. a learning outcome identifier (eg, LO1.1) and descriptive name;
- b. performance conditions (ie, the learning and assessment environment);
- c. performance standards to be attained in order to achieve competency;
- d. assessment criteria, addressing the required skills, knowledge, and attitudes / behaviours;
- e. identification of the related formative and summative assessment modules;
- f. any related UOCs from VET;
- g. a content summary, describing the skills, knowledge, etc, to be covered;
- h. security classification of the content;
- i. the Training level, if applicable (as defined in the SADL Guide);
- j. any pre-requisite learning outcomes;
- k. the learning / Training delivery method;
- l. a summary of the resources required, including human resources, Facilities and Training Equipment;
- m. a list of related Technical Data (ie, that was not developed as Training Materials);
- n. any additional information relevant to describing the learning outcome; and
- o. if there are no subordinate learning outcomes, a description of the teaching points applicable to this learning outcome.

6.3.2.5 The course curriculum shall describe each *subordinate learning outcome* (ie, being subordinate to a learning outcome in clause 6.3.2.4), as applicable, including:

- a. identification of the related (parent) learning outcome;
- b. a subordinate learning outcome identifier and descriptive name;
- c. equivalent details for each topic identified in subclauses b to e and k to n under clause 6.3.2.4; and
- d. teaching points.

6.3.2.6 The course curriculum shall describe the course assessments, including:

- a. for each formative assessment:

- (i) an identifier and name;
 - (ii) identification of the related learning outcome / subordinate learning outcome;
 - (iii) the assessment method;
 - (iv) a description of the assessment and the conditions under which the assessment is to be performed;
 - (v) the assessment criteria; and
 - (vi) any additional information relevant to describing the assessment; and
- b. for each *summative assessment*:
- (i) for the purposes of summative assessment, each requirement as listed in clause 6.3.2.6a; and
 - (ii) any related UOCs from VET.

6.3.2.7 The course curriculum shall include any *additional information* provided by the Commonwealth, including reference to related Defence policies and procedures.

6.3.3 Section 3: Major Resource Requirements

6.3.3.1 Section 3 of the LMP shall identify the human and other Support Resources required to deliver the course. The list of *major resource requirements* in the LMP shall include:

- a. human resources requirements, including:
 - (i) instructors;
 - (ii) assessors; and
 - (iii) administration and support staff;
- b. the physical Support Resource requirements, including:
 - (i) the use of Mission Systems, if applicable;
 - (ii) proposed Training Facilities, summarising requirements such as the utilities, installed equipment and information systems required;
 - (iii) significant items of Training Equipment; and
 - (iv) related services (eg, student transport and access to information systems);
- c. the support to be provided by Defence units with a major role in providing learning and assessment activities, including the use of existing Defence resources; and
- d. any additional information provided by the Commonwealth in relation to the above.

6.3.3.2 Section 3 of the LMP should cross-reference section 4 instead of detailing the Training Equipment and Training Materials that are not considered to be major resources.

6.3.4 Section 4: Learning and Assessment Materials

6.3.4.1 Section 4 of the LMP shall list the *learning and assessment materials* used for the management and implementation of the course, including:

- a. materials developed for learning and assessment purposes including:
 - (i) student materials (eg, précis, workbooks, exercise and tutorial materials);
 - (ii) presentation media, exercise and other Training-delivery materials;
 - (iii) instructor manuals, guides and manuals for the use of Training Equipment;
 - (iv) student assessment and grading materials;
 - (v) software and electronic media for learning delivery and assessment;
 - (vi) competency specifications and graduation requirements;
 - (vii) requirements for individual Training records and reporting;
 - (viii) documents required for course evaluation and reporting; and

- (ix) any other documents and Software required to enable delivery of Training courses, conduct assessments, and perform administrative functions; and
- b. other Technical Data and Software that was developed for another purpose (eg, operating and maintenance manuals) but which is required for course.

6.3.4.2 Training Materials, developed for Training purposes, shall be attached to the LMP as soft copy data items.

6.3.4.3 For Technical Data and Software that were not developed for Training purposes but which are required for the delivery of Training, the LMP shall:

- a. identify the reference number or document number, as applicable, including the version / build number for Software;
- b. identify the document or Software module / library name, as applicable; and
- c. include a cross-reference to the related entry in the SSTDL or SWLIST, as applicable.

6.3.5 Section 5: Supporting Materials

6.3.5.1 Section 5 of the LMP shall list *supporting materials* used for the development of the LMP, but which are not disseminated as part of the course. The list shall identify, for each supporting document, the name, version number and date, and a reference to the applicable annex containing the document.

6.3.5.2 *Supporting materials* to be listed in Section 5 of the LMP include, when required under the Contract:

- a. the related TRS or TNGRECR, as applicable;
- b. the ATPs, ATProcs and the ATR(s) that include the resulting 'trial reports', and
- c. learning review reports.

6.4 Annexes

6.4.1 The LMP shall include annexes (or cross-references to supporting materials) for the following, as applicable to the Contract:

- a. Design Phase Scope Proposal (SADL product DesP1);
- b. Risk Assessment Summary (SADL product AP2);
- c. Task Breakdown Sheet (SADL product DesW1);
- d. Learning Outcomes Requirements Sheet (SADL product DesW2);
- e. Draft Learning Outcomes (SADL product DesW3);
- f. Mapping Matrix (SADL product DesP3); and
- g. Trial Report (SADL product DP1).

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-MNT-AMOA-V5.2**
- 2. TITLE: APPLICATION FOR MAINTENANCE ORGANISATION APPROVAL**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Application for Maintenance Organisation Approval (AMOA) is a formal submission by the Contractor, to the Commonwealth, to demonstrate that it has the means to perform Maintenance activities that comply with specified ADF regulatory / assurance framework requirements.
 - 3.2** The Contractor uses the AMOA to seek formal recognition of its Maintenance organisation by submitting evidence that the Contractor:
 - a. can, and will, sustain a Maintenance organisation that complies with the specified ADF regulatory / assurance framework requirements, to the extent that they apply to the Maintenance activities required under the Contract; and
 - b. will undertake the required Maintenance activities to approved standards, using competent and authorised individuals, who are acting as members of the complying Maintenance organisation.
 - 3.3** The Commonwealth uses the AMOA, to assess the Contractor's capability and readiness to apply the specified ADF regulatory / assurance framework requirements to the Maintenance activities required under the Contract.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The AMOA inter-relates with the following data items, where these data items are required under the Contract:
 - a. Maintenance Management Plan (MMP); and
 - b. Configuration Management Plan (CMP).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form part of the DID to the extent specified herein:

AAP 8000.011	Defence Aviation Safety Regulations (DASR)
ANP3411-0101	Naval Materiel Assurance Publication
LMSM	Land Materiel Safety Manual
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** When the Contract has specified delivery of other data items that contains aspects of the required information, the AMOA shall summarise these aspects and refer to the other data items.
 - 6.1.3** 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.
 - 6.1.4** All documents provided as part of the AMOA shall be controlled documents.
 - 6.2 Specific Content**

 - 6.2.1 Aerospace - Application for Maintenance Organisation Approval**
 - 6.2.1.1** Where the Contractor is required to comply with the DASR, as applicable to the scope of work under the Contract, the AMOA shall include:

- a. a completed DASR Form 2 – ‘Application for DASR 145 and DASR M Subpart G Approval’, for the DASR 145 requirements (only); and
- b. a *Maintenance Organisation Exposition* (MOE), addressing the requirements of DASR 145.A.70.

6.2.1.2 In meeting the requirements of clause 6.2.1.1, the AMOA shall, except where provided to the Commonwealth by other means, include the MMP and all plans, procedures, and other documents referenced in the MOE.

6.2.2 Land - Application to demonstrate compliance with the LMSM

6.2.2.1 Where the Contractor is required to show compliance with the LMSM, as applicable to the scope of work under the Contract, the AMOA shall:

- a. be released under the authority of the Contractor’s Senior Maintenance Manager for the program;
- b. provide objective quality evidence to demonstrate that the Contractor possesses the Maintenance management systems, competent people, processes, data and other resources required to provide Maintenance Services consistent with the applicable LMSM requirements identified in the Contract;
- c. except where provided to the Commonwealth by other means, include the MMP and CMP, as applicable, and all other plans, procedures, and related documents containing the objective quality evidence required by clause 6.2.2.1b; and
- d. include a compliance matrix showing how the Contractor’s Maintenance management system complies with LMSM requirements applicable to the Maintenance activities under the Contract.

6.2.3 Maritime - Application to demonstrate compliance with Naval Materiel Assurance Publication

6.2.3.1 Where the Contractor is required to comply with the *Naval Materiel Assurance Publication*, as applicable to the scope of work under the Contract, the AMOA shall:

- a. be released under the authority of the Contractor’s Senior Maintenance Manager for the program;
- b. provide objective quality evidence to demonstrate that the Contractor possesses the Maintenance management systems, competent people, processes, data and other resources required to provide Maintenance Services in accordance with *Naval Materiel Assurance Publication* requirements;
- c. except where provided to the Commonwealth Representative by other means, include the MMP and CMP, as applicable, and all other plans, procedures and related documents containing the objective quality evidence required by clause 6.2.3.1b; and
- d. include a compliance matrix showing how the Contractor’s Maintenance management system complies with *Naval Materiel Assurance Publication* requirements applicable to the Maintenance activities under the Contract.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-PM-DEF-CWBS-V5.3**
- 2. TITLE: CONTRACT WORK BREAKDOWN STRUCTURE**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Contract Work Breakdown Structure (CWBS) is the Contractor's extension of the Contract Summary Work Breakdown Structure (CSWBS) and forms the framework for Contract planning, management and status reporting, and for estimating costs, schedule and technical achievements at completion.
 - 3.2** The Contractor uses the CWBS to:
 - a. define the work effort necessary to successfully achieve the end-objective of the Contract;
 - b. assist with estimating the cost, schedule and resource requirements for the Contract;
 - c. ensure that there is a clean structure for the organisation and management of the project and that there are clear accountabilities for project outcomes; and
 - d. achieve integrated cost, schedule and technical control.
 - 3.3** The Commonwealth uses the CWBS to:
 - a. gain visibility into the Contractor's planning;
 - b. understand and evaluate the Contractor's approach to meeting the requirements of the Contract;
 - c. assist with monitoring the progress of the Contractor in meeting the requirements of the Contract; and
 - d. as a source of input to planning performed by the Commonwealth Representative.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The inter-relationship of the CWBS with other plans is as described in the Project Management Plan (PMP).
 - 4.2** The CWBS is related to, and shall be consistent with, the Contract Master Schedule (CMS).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

DEF(AUST) 5664A Work Breakdown Structures for Defence Materiel Projects
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.1.2** The CSWBS shall form the basis for preparation of the CWBS by the Contractor.
 - 6.2 Specific Content**

 - 6.2.1 General**
 - 6.2.1.1** The CWBS shall comprise a Work Breakdown Structure (WBS) index, a WBS graphic (optional), and a WBS dictionary.
 - 6.2.1.2** The CWBS, including the WBS dictionary, shall comply with DEF(AUST) 5664A, including Recommended Practices 2, 5, 9, 10, 11, and any other Recommended Practices as determined by the Contractor.

6.2.2 WBS Index

Note: *The WBS index is an indented list of WBS elements and sub-elements, starting with a single level 1 element (the Contract), incorporating the high-level WBS element structure which is invoked contractually (the CSWBS), and the lower-level elements of the Contractor's WBS necessary to provide an appropriate framework throughout the project for product and service definition and control.*

6.2.2.1 The CWBS shall include a WBS index delivered in a tool that has an Outline Mode (such as Microsoft Word), such that it can be reviewed at any level of expansion.

6.2.2.2 The WBS index shall be derived from the WBS dictionary and each record in the WBS index shall include:

- a. WBS element number;
- b. WBS element title;
- c. WBS element revision date and revision number;
- d. task agency; and
- e. cross references to the conditions of contract and Statement of Work.

6.2.3 WBS Graphic

6.2.3.1 The CWBS may include a WBS graphic, which contains the same information as the WBS index, but shown in a graphical form, usually a tree structure.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-PM-DEF-DCOD-V5.3**
- 2. TITLE: DATA MANAGEMENT SYSTEM CONCEPT OF OPERATION DOCUMENT**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Data Management System (DMS) Concept of Operation Document (COD) describes the Contractor's implementation of the DMS Contract requirements to enable electronic interchange and processing of Contract data.
 - 3.2** The Contractor uses the DMS COD to:
 - a. describe the Contractor's implementation of the DMS;
 - b. detail the requirements for implementing the DMS at the Commonwealth's premises; and
 - c. provide an operators' manual for all authorised users, including Commonwealth Authorised Users, to enable the DMS to be effectively operated.
 - 3.3** The Commonwealth uses the DMS COD to:
 - a. understand the Contractor's implementation of the DMS;
 - b. determine any Commonwealth actions to implement, operate and manage the DMS; and
 - c. operate the DMS.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The DMS COD is subordinate to the following data items, where these data items are required under the Contract:
 - a. Project Management Plan (PMP);
 - b. Integrated Support Plan (ISP); and
 - c. Technical Data Plan (TDP).
 - 4.2** The DMS COD inter-relates with the following data items, where these data items are required under the Contract:
 - a. all data items derived from the Master Technical Data Index (MTDI); and
 - b. Data Accession List (DAL).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.2 Specific Content**

 - 6.2.1 DMS Overview**
 - 6.2.1.1** The DMS COD shall:
 - a. explain the purpose of the DMS;

- b. describe the physical and logical architecture of the DMS to the extent that all parties need to understand in order to be able to connect with the DMS; and
- c. list the computing equipment, including any special hardware or software, required by the Commonwealth Authorised Users of the DMS.

6.2.2 DMS Users

6.2.2.1 The DMS COD shall:

- a. identify all users of the DMS, including Commonwealth Authorised Users;
- b. detail the access rights of the Commonwealth Authorised Users at all locations to the DMS; and
- c. detail the access rights of the Contractor and the Subcontractors to the DMS.

6.2.3 DMS Contract Data

6.2.3.1 The DMS COD shall:

- a. list the types of electronic data that shall be available for both formal and informal communications via the DMS;
- b. identify the processes for updating and maintaining the index of data within the DMS, including, if required under the Contract, the data defined by the DAL; and
- c. list all the electronic data formats used in the DMS for which the Commonwealth Authorised Users will be provided access.

6.2.4 DMS Implementation and Management

6.2.4.1 The DMS COD shall:

- a. list all software packages and necessary licences required to be supplied by the Contractor to enable the Commonwealth Authorised Users to access the electronic data in the DMS (both locally and remotely);
- b. detail the procedures, which are required to be followed by the Commonwealth Representative, for the configuration of all necessary software that is required to provide full DMS functionality, including the administration procedures to control access rights;
- c. detail the Configuration Management (CM) procedures used for the management of the DMS, including:
 - (i) cross-platform document CM (eg, across mirrored sites, Contractor-to-Subcontractor, etc);
 - (ii) electronic document management; and
 - (iii) where these CM procedures are not covered by the Configuration Management Plan (CMP) delivered under the Contract;
- d. detail any time restrictions, using Australian Eastern Standard Time, when DMS access may be limited (eg, DMS scheduled maintenance);
- e. detail the system security aspects of the DMS, including:
 - (i) controlled system access;
 - (ii) system administration functions to control data access;
 - (iii) file transfer protocols used;
 - (iv) security classification of material that will be able to be released on the DMS;
 - (v) procedures for the handling, management, transfer, release, etc, of classified material (if required);
 - (vi) procedures for periodic back-up of electronic data, including a list of the data files that should be backed up, how the backup is performed, and how such files are recovered; and

- (vii) any other requirements to ensure that the DMS appropriately addresses cyber security;
- f. detail the system administration functions of the DMS, which Commonwealth Authorised Users may be required to perform, including a description of all routine administration that is to be carried out and the actions required to perform such administration;
- g. detail the procedures to be used in formal and informal communications for the following:
 - (i) notification of actions between the Commonwealth Authorised Users (eg, delivery, receipt, approval, non-approval, comments, etc);
 - (ii) access and navigation of the DMS;
 - (iii) downloading, uploading, and viewing DMS data; and
 - (iv) how comments are to be provided for each document type (eg, native file formats, etc);
- h. detail how the DMS manages the promotion of data from one status to the next (eg, working, draft submission, final submission, Approved, and Accepted);
- i. detail the point-of-contact for assisting Commonwealth Authorised Users with problem resolution and to answer questions concerning the DMS; and
- j. detail any other DMS miscellaneous issues.

6.2.5 DMS Training

6.2.5.1 The DMS COD shall detail the training plan for the DMS, including:

- a. proposed venue(s);
- b. proposed instructors;
- c. participants;
- d. length of the training session;
- e. scheduled training date(s); and
- f. training materials that will be provided.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-PM-HSE-HSMP-V5.3

2. TITLE: HEALTH AND SAFETY MANAGEMENT PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Health and Safety Management Plan (HSMP) describes how the Contractor will manage Work Health and Safety (WHS) for the work to be performed under the Contract. Except in relation to work carried out on Commonwealth Premises, the HSMP does not address safety considerations in relation to the design, development, implementation or Verification and Validation (V&V) of either the Mission System or the Support System, as these requirements are addressed under the system safety program.

3.2 The Contractor uses the HSMP to:

- a. identify the WHS requirements to be met in the performance of work under the Contract, including requirements for Commonwealth Premises, when applicable;
- b. define, manage and monitor its program of activities in relation to WHS matters (including hazard and risk management consistent with WHS Legislation);
- c. provide direction and guidance to the Contractor's team (including Subcontractors) in relation to WHS matters, their responsibilities and the processes to be used; and
- d. ensure that all relevant persons, with a WHS duty in relation to the same matter, consult, co-operate and co-ordinate, in accordance with the WHS Legislation.

3.3 The Commonwealth uses the HSMP to:

- a. gain assurance that the Contractor and the Commonwealth can meet their statutory obligations with respect to WHS;
- b. gain assurance that the Contractor provides safe outcomes, in terms of safety risks to Commonwealth Personnel and other workers performing work under the Contract;
- c. gain visibility of the Contractor's planning for WHS requirements of the Contract, and to provide a basis for evaluating performance in relation to those requirements; and
- d. understand the Contractor's activities for co-ordination with the Commonwealth and Associated Parties, to assist the Commonwealth with discharging its WHS duties in relation to work performed under the Contract.

4. INTER-RELATIONSHIPS

4.1 The HSMP is subordinate to the Project Management Plan (PMP).

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

- a. Safety Data Sheets (SDSs), and
- b. System Safety Program Plan (SSPP).

5. APPLICABLE DOCUMENTS

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

SafetyMan	Defence Safety Manual
AS/NZS ISO 45001:2018	Occupational health and safety management systems—Requirements with guidance for use
	WHS Legislation and Codes of Practice approved under section 274 of the <i>Work Health and Safety Act 2011</i> (Cth).

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the HSMP shall summarise these aspects and refer to the other data item.
- 6.1.3** If a WHS Management System (WHSMS) is required under the Contract, and the WHSMS is accessible to the Commonwealth Representative and contains aspects of the information required by this DID, the HSMP shall summarise these aspects and refer to the WHSMS.
- 6.1.4** 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.

6.2 Specific Content

6.2.1 Relevant Legislation and Policy

- 6.2.1.1** The HSMP shall list the legislation relating to WHS, including the WHS Legislation, that is applicable to the work and the site(s) where the work is being, or will be, performed.
- 6.2.1.2** Where work is to be undertaken on Commonwealth Premises, the HSMP shall list the relevant Defence WHS policies and procedures, as identified in clause 9 of the SOW.

6.2.2 Work Health and Safety Management

- 6.2.2.1** The HSMP shall describe (including by reference to the WHSMS) how WHS matters applicable to Contract work and Contractor-controlled workplace(s) are managed, including:
- within the Contractor's organisation, the names, positions and WHS responsibilities of all persons whose positions or roles involve specific WHS responsibilities;
 - the arrangements between the Contractor, Subcontractors, the Commonwealth and Associated Parties for the consultation, co-operation and co-ordination of activities required for compliance with WHS Legislation at workplaces used for the Contract;
 - the arrangements for managing, recording and reporting WHS incidents (including Notifiable Incidents);
 - any site-specific WHS rules (eg, including details of, or reference to, access controls and requirements for personal protective equipment), and the arrangements for ensuring that all persons at the workplace are informed of these rules;
 - processes for hazard identification (including by workplace WHS inspections), risk assessment, elimination and control measures, including safe work method statements where these are required by WHS Legislation;
 - the resources available for the provision of first aid, and the methods for ensuring that all persons at the workplace are informed of these resources;
 - the arrangements for the collection, and any assessment, monitoring and review, of the safe work method statements required by WHS Legislation; and
 - how WHS compliance and performance will be monitored (including through WHS audits), recorded and reported.

6.2.3 Work Health and Safety Management System

- 6.2.3.1** If a WHSMS is required under the Contract, the HSMP shall describe how the Contractor will establish and maintain a WHSMS that satisfies the requirements of clause 9.3.3 of the SOW.
- 6.2.3.2** If the Contract requires the WHSMS to be certified by an independent certification organisation, the HSMP shall state how this certification will be maintained.

6.2.4 Work on Commonwealth Premises

6.2.4.1 Where work is to be performed on Commonwealth Premises, the HSMP shall describe the Contractor's processes for participating in, or reporting to, any applicable site management committees, health and safety management committees or similar bodies.

6.2.4.2 Where work is to be performed on Commonwealth Premises, the HSMP shall describe, for Contractor and Subcontractor personnel, how work will be managed to meet Defence's WHS requirements, and not compromise Defence's duty of care, including:

- a. provision of appropriate site induction and safety training;
- b. monitoring of safe work performance personnel; and
- c. safety evaluation of work performed by personnel.

6.2.5 Commonwealth Personnel

6.2.5.1 The HSMP shall describe the requirements for safety induction briefings and training to be provided to Commonwealth Personnel located on Contractor or Subcontractor premises, including any Commonwealth Premises being managed by the Contractor.

6.2.6 Management of Prescribed Activities and Complex Risks

6.2.6.1 The HSMP shall summarise the significant WHS hazards and risks inherent in the work to be performed under the Contract, including work involving Prescribed Activities.

6.2.6.2 The HSMP shall describe the approach to managing the hazards and risks identified in clause 6.2.6.1 where WHS management is inherently complex.

6.2.6.3 If a WHSMS is not required under the Contract and Contract work involves discrete activities for which WHS management is inherently complex and that would benefit from activity-specific planning, the HSMP shall include activity-based WHS plans in Annex B.

6.2.7 Emergency Plans

6.2.7.1 The HSMP shall outline the emergency plans to be maintained for the Contract, including any Commonwealth co-ordination or other arrangements required in an emergency.

6.2.8 Problematic Substances and Problematic Sources

6.2.8.1 Where work under the Contract will be performed on Commonwealth Premises, the HSMP shall include, at Annex A, details of the Problematic Substances and Problematic Sources that have been Approved for use at the Commonwealth Premises. Annex A shall include:

- a. identification details for each Problematic Substance, sufficient to identify the applicable Safety Data Sheet;
- b. locations, including any discrete sites or buildings within Commonwealth Premises, where the Problematic Substances and/or Problematic Sources will be located;
- c. for Problematic Substances, the maximum quantities or volumes, as applicable, to be held at each location;
- d. for Problematic Sources, the applicable ARPANSA source licence number;
- e. the Approved purpose(s) for use; and
- f. Approval details, including the Commonwealth Representative or authorised delegate's details, date of Approval, and related documents (eg, notices or minutes).

6.2.8.2 For Contract work performed in Australia but not performed on Commonwealth Premises, the HSMP shall include reference(s) to the location(s) within the Contractor's WHSMS, or otherwise, where Problematic Substances and Problematic Sources are detailed.

6.3 Annexes

Annex A: Problematic Substances and Problematic Sources Approved for use at Commonwealth Premises

Annex B: Activity-based WHS plans in accordance with clause 6.2.6.3 (if required).

DATA ITEM DESCRIPTION

1. **DID NUMBER:** DID-PM-HSE-SDS-V5.3

2. **TITLE:** SAFETY DATA SHEET

3. **DESCRIPTION AND INTENDED USE**

3.1 A Safety Data Sheet (SDS) provides information on the properties of Hazardous Chemicals, how they affect health and safety, and how to manage the Hazardous Chemical in the workplace. For Hazardous Chemicals, SDSs shall follow the code of practice approved under section 274 of the *Work Health and Safety Act 2011* (Cth) titled *Preparation of Safety Data Sheets for Hazardous Chemicals* (hereafter referred to as 'approved SDS code of practice'). In addition, SDSs are used by Defence to document the properties of Ozone Depleting Substances (ODSs), Synthetic Greenhouse Gases (SGGs) and Dangerous Goods that are not also classified as Hazardous Chemicals.

4. **INTER-RELATIONSHIPS**

4.1 The SDS inter-relates with the following data items, or annex to the Statement of Work (SOW), where these data items or annexes are required under the Contract:

- a. the Health and Safety Management Plan, Project Management Plan or Support Services Management Plan, as applicable to the Contract for the purposes of recording Approved Substances; and
- b. problematic substances and problematic sources in supplies (SOW annex);
- c. Hazard Analysis Reports and Hazard Log; and
- d. Safety Case Report or Materiel Safety Assessment, as applicable.

5. **APPLICABLE DOCUMENTS**

5.1 The following document forms a part of this DID to the extent specified herein:

approved SDS code of practice	code of practice approved under section 274 of the Work Health and Safety Act 2011 (Cth) titled Preparation of Safety Data Sheets for Hazardous Chemicals.
GHS as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth)	<i>Globally Harmonised System of Classification and Labelling of Chemicals</i> , Seventh revised edition, published by the United Nations as modified under Schedule 6 of the Work Health and Safety Regulations 2011 (Cth).

6. **PREPARATION INSTRUCTIONS**

6.1 **Generic Format and Content**

6.1.1 The data item shall comply with the general format, content and preparation instructions provided in the approved SDS code of practice.

Note: *The approved SDS code of practice acknowledges that certain international SDS formats provide an equivalent standard of information to that required by the approved SDS code of practice. The intention is to permit some flexibility in the format of a SDS, while ensuring that the information contained in the SDS meets the requirements of the approved SDS code of practice.*

6.1.2 Non-generic information may be submitted in the Contractor's preferred format.

6.2 **Specific Content**

6.2.1 The content of the SDS for Hazardous Chemicals shall follow the requirements of the approved SDS code of practice, which is available from the following internet address:

<http://safeworkaustralia.gov.au/>

- 6.2.2** Where the Contract requires an SDS for an ODS, SGG or Dangerous Good, which is not also a Hazardous Chemical, and therefore not required under the *code of practice*, the SDS shall include information that relates to the applicable regulatory requirements for those SDS sections that remain valid.

Note: If an SDS exists within the Australian ChemAlert database, then the requirements of this DID may be met if the applicable SDS is identified to the Commonwealth Representative by its unique record within that database.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-PM-MEET-AGENDA-V5.3**
- 2. TITLE: MEETING AGENDA**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Meeting Agenda provides information concerning the purpose, location and schedule of meetings convened for the purpose of discharging the requirements of the Contract.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The Meeting Agenda is subordinate to the following data items, where these data items are required under the Contract:

Nil.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

Nil
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** Non-generic information may be submitted in the Contractor's preferred format.
 - 6.2 Specific Content**

 - 6.2.1** The Meeting Agenda shall incorporate agenda items and other input requested by the Commonwealth Representative and shall include:
 - a. the purpose or objective of the meeting;
 - b. the meeting location, date, starting time, and expected duration;
 - c. a chronological listing of each major discussion topic, including the person responsible to take the lead on the topic;
 - d. a list of individuals invited to attend the meeting, identifying their appointment and area of responsibility;
 - e. the identity of the chair person(s);
 - f. administrative information associated with the meeting including, where appropriate, access arrangements and the facilities available;
 - g. a list of documentation to be reviewed either for, or at, the meeting; and
 - h. any other information pertinent to the meeting.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-PM-MEET-MINUTES-V5.3**
- 2. TITLE: MEETING MINUTES**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** Meetings Minutes are recorded to ensure an accurate account of all discussions, decisions and actions arising from meetings between the Contractor and the Commonwealth.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The Meeting Minutes are subordinate to the following data items, where these data items are required under the Contract:
Nil.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:
Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** Non-generic information may be submitted in the Contractor's preferred format.
 - 6.2 Specific Content**

 - 6.2.1 Main Body**
 - 6.2.1.1** Meeting Minutes shall include:
 - a. a list of attendees by name, title, appointment, organisation and contact phone number;
 - b. a page that provides for agreement to the minutes by the senior representatives (Commonwealth and Contractor) who attended the meeting, with the page to also show details of any representatives who disagree with the minutes;
 - c. the purpose of the meeting;
 - d. the actual agenda followed at the meeting;
 - e. a summary of the discussion, decisions, agreements and directions determined during the course of the meeting;
 - f. a list of action items agreed at the meeting;
 - g. other information required by the chairperson to be recorded in the minutes; and
 - h. details of proposed next meeting.
 - 6.2.2 Action Items**
 - 6.2.2.1** The action item list shall be attached to the Meeting Minutes. The action item list shall reflect the current status of all action items, including those that are closed and completed.
 - 6.2.2.2** Actions items shall be numbered either as follows or in the Contractor's preferred format:
AI:PPPPPP: MMM:NNN
where -
AI stands for Action Item;

PPPPPP is the Project Name or Identification;

MMM is the Meeting Identifier; and

NNN is the Action Item Number.

6.2.2.3 The action item list shall include:

- a. the party and individual responsible for undertaking the action item;
- b. the timeframe for completing the action item; and
- c. the history of the action item, including any transfer of responsibilities or changes in scope.

DATA ITEM DESCRIPTION

1. **DID NUMBER: DID-PM-MGT-AFD-V5.3**
2. **TITLE: APPLICATION FOR A DEVIATION**
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 The Application for a Deviation (AFD) is required to document the request and evaluation of a deviation from, or the non-conformance with, an approved design or controlled process.
 - 3.2 The Contractor uses the AFD to inform the Commonwealth of a proposed deviation or non-conformance.
 - 3.3 The Commonwealth uses the AFD as the basis for review and evaluation of the application for a deviation or non-conformance made by the Contractor.
4. **INTER-RELATIONSHIPS**
 - 4.1 The AFD is subordinate to the following data items, where these data items are required under the Contract:
Nil.
5. **APPLICABLE DOCUMENTS**
 - 5.1 The following documents form a part of this DID to the extent specified herein:
Departmental Quality Assurance Instruction 014, *Applying for a Deviation*
6. **PREPARATION INSTRUCTIONS**
 - 6.1 **Generic Format and Content**
 - 6.1.1 The data item shall comply with the general format, content and preparation instructions required by the form at Annex A to this DID (or equivalent electronic form) and, as applicable, the SOW clause for 'Deliverable Data Items' or the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.2 **Specific Content**
 - 6.2.1 **General Requirements**
 - 6.2.1.1 An AFD is required to be submitted for all applications for a deviation or waiver from, or non-conformance with, an approved configuration management baseline or variation from an approved process.
 - 6.2.2 **Specific Requirements**
 - 6.2.2.1 All AFDs shall be prepared and requested through the submission of a Department of Defence form, as per the example included at Annex A.
 - 6.2.2.2 The AFD form submitted by the Contractor shall, as a minimum, include applicable header information and the completion of all mandatory fields in Part 1 of the form.

Note: If the Contractor has access to the Defence Protected Network, the Contractor should use the electronic form SG002 available from the 'e-Forms' application (as updated from time to time). Alternatively, the embedded PDF version may be used instead of the form at Annex A.

Note: For Configuration Management purposes, one AFD may result in one or more 'requests for variance'.



SG002.pdf

Annex:

A. Application for a Deviation

OFFICIAL

SG
Revised Nov 2020

002

Department of Defence

Application for a Deviation

Distribution

Original – Applicant's copy
Copy 2 – QAR
Copy 3 – Contracting Authority
Copy 4 – Ordering Authority
Copy 5 – DAA
Copy 6 – User authority

Applicant's reference no.

Applicant requests decision by

QAR authority reference no.

Date

(Negotiated with the
contract authority)

Note: Policy and procedure for this process are issued
as a Department Quality Assurance Instruction

1. Under no circumstances shall the applicant incorporate the deviation until approval from the appropriate contract authority has been received.
2. Approval of this deviation does not represent an authority to change the design nor to extend the non-conformance, of any other item in the contract.
3. The applicant must be a responsible officer of the supplier's, contractor's or subcontractor's organisation acceptable to the contract authority.

Part 1 – To be completed by applicant (Applicant includes, but is not limited to supplier, contractor and in-service provider)

*Denotes mandatory fields

*a. Name and address of applicant		*b. Contract or order no.
*c. Main item or assembly	d. Component	
*e. Relevant documentation (include issue no. and date)	f. Specification no.	g. Part identification no.
h. Batch lot or reference	*i. Period or quantity involved	
*j. Description of deviation (including supporting data – attach additional sheets if necessary). Refer to note 1.		

*k. Effect of deviation

Enter 'S' = Satisfactory, 'A' = Adversely affected, 'N' = Not known
If 'A' or 'N' is used, supporting documentation is to be attached.

<input type="checkbox"/> Interchangeability	<input type="checkbox"/> Function	Price variation <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If 'Yes', Increase <input type="checkbox"/> Decrease If 'Yes', supporting information is to be attached.	Delivery variation <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If 'Yes', Longer <input type="checkbox"/> Shorter If 'Yes', supporting information is to be attached.
<input type="checkbox"/> Strength	<input type="checkbox"/> Safety		
<input type="checkbox"/> Quality control	<input type="checkbox"/> Life		
<input type="checkbox"/> Maintainability	<input type="checkbox"/> Weight		
<input type="checkbox"/> Reliability	<input type="checkbox"/> Performance		
<input type="checkbox"/> Environmental compliance		Are there other critical factors affected which are not listed? <input type="checkbox"/> Yes <input type="checkbox"/> No Is 'Yes', attach details	

*l. Is permanent design change proposed?

☐ Yes ☐ No If 'No', box n. is to be completed and box o. is to be completed where applicable.

*m. Applicant's design department (if applicable, attach agreed conditions)

Signature – (Design department)	Printed name	Appointment	Phone number	Date
n. Proposed corrective action for deviation application (<i>Attach additional sheets where necessary</i>)				
o. Proposed action to prevent recurrence (<i>Attach additional sheets where necessary</i>)				

*p. Agreed by applicant (All details are correct, and design department signatory is authorised)

Signature – Application	Printed name	Appointment	Phone number	Date
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- When Part 1 is complete, forward both pages of the form and all attachments to Defence Quality Assurance Representative.

OFFICIAL

Applicant's reference no.

QAR authority reference no.

Part 2 – To be completed by the Defence Quality Assurance Representative

a. General comments (including, based on objective evidence, that effects identified in Part 1 k. are verified)

b. Application referred to

User authority (in-service applications) ☐ and/or ☐ Design acceptance authority

c. 'For information' copy provided to CA

☐ Contract authority

d. QAR (Sections a. and b. above have been completed where applicable and details supplied in Part 1 are assessed as being complete and accurate)

Signature

Printed name

Appointment

Phone number

Date

Part 3 – To be completed by the User Authority (Where applicable to in-service requirements)

a. Application is

☐ Endorsed

Is restriction attached?

☐ Yes

(Attach response)

☐ No

☐ Not endorsed

(Attach reasons)

b. User representative

Signature

Printed name

Appointment

Phone number

Date

Part 4 – To be completed by the Design Acceptance Authority or delegate

a. Category

Category guidelines

Critical

Mission critical and/or threat to life

Major

Significant issues that do not affect the mission or pose no threat to life.

Minor

Lesser issues affecting configuration.

b. Need for permanent design change is agreed

☐ Yes

☐ No

c. If 'No', return to agreed specification by

Date

d. Engineering Change Number (ECN) and Comments

e. Technical endorsement

☐ Endorsed

☐ Not endorsed

Signature

Printed name

Appointment

Phone number

Date

Part 5 – Approval — To be completed by the Contract Authority or representative

Contract authority or representative

(Cost and schedule implications have been accessed)

(CCP and/or ECP action has been initiated)

Application is:

☐ Approved

☐ Not Approved (Attach reasons)

☐ CCP

☐ ECP

☐ N/A

Signature

Printed name

Appointment

Phone number

Date

Part 6 – To be completed by the Defence Quality Assurance Representative

Application close out (The details on this form have been recorded and copies dispatched as per distribution list)

Signature

Printed name

Appointment

Phone number

Date

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-PM-MGT-QP-V5.3

2. TITLE: QUALITY PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Quality Plan (QP) describes the Contractor's strategy, methodology and processes for the management and control of Quality, commensurate with the nature and complexity of the requirements of the Contract, and the nominated Quality standards.

3.2 The Contractor uses the QP to:

- a. define, manage and monitor its activities for meeting the Quality requirements of the Contract; and
- b. ensure that those parties (including all Subcontractors) who are undertaking Quality-related activities understand their respective responsibilities, the processes to be used, and the time-frames involved.

3.3 The Commonwealth uses the QP to:

- a. understand and evaluate the way that the Contractor proposes to meet the Quality requirements of the Contract, including any applicable ADF regulatory / assurance framework requirements;
- b. assist with monitoring the performance of the Contract; and
- c. identify and understand the Contractor's expectations of the Commonwealth with respect to the Quality requirements of the Contract.

4. INTER-RELATIONSHIPS

4.1 The QP is subordinate to the following data items, where these data items are required under the Contract:

- a. Project Management Plan (PMP); or
- b. Support Services Management Plan (SSMP).

4.2 The QP inter-relates with all other management plans required under the Contract.

5. APPLICABLE DOCUMENTS

5.1 The Quality standards nominated in the Contract and the following documents form a part of this DID to the extent specified herein:

ISO 10005:2018	Quality Management – Guidelines for Quality Plans
HB 90.9-2000	Software Development – Guide to ISO 9001:2000
AS/NZS ISO/IEC/IEEE 12207:2019	Systems and Software Engineering - Software Life Cycle Processes

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

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

6.1.2 The QP should be consistent with the guidelines given in ISO 10005:2018.

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

- 6.1.4** 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.

6.2 Specific Content

6.2.1 General

- 6.2.1.1** The QP shall describe how the Contractor's Quality Management System (QMS) will be applied to fulfil the specific requirements of the Contract and shall describe or provide specific reference to a list of procedures to be used including any new procedures to be developed.
- 6.2.1.2** The QP shall describe the Contractor's Audit and review activities to be performed during all phases of the Contract.
- 6.2.1.3** The planned Quality-related activities (eg, tests, walkthroughs, reviews, etc) to be conducted shall be included in the QP. Alternatively, specific reference to where such information is contained can be provided.
- 6.2.1.4** If Software development, modification or update is required under the Contract, the Software Quality aspects shall:
- a. be addressed in a Software quality plan, as an annex to the QP; and
 - b. meet the requirements of AS/NZS ISO/IEC/IEEE 12207:2019 paragraph 6.3.
- 6.2.1.5** The QP shall reference any international, national or industry specific standards, codes of practice and conventions adopted by the Contractor for ensuring conformance of the Contract's deliverables with the specified requirements.

6.2.2 Quality Organisation

- 6.2.2.1** The QP shall describe the Quality Management organisation, key appointments and functional relationships for managing Quality.
- 6.2.2.2** The QP shall identify the senior manager who has responsibility for the executive control of the Contractor's QMS, as it applies to the Contract.
- 6.2.2.3** The QP shall identify the resources and the allocated responsibilities and authorities for the Audit and review activities to be performed during the period of the Contract.

6.2.3 Subcontractor Requirements

- 6.2.3.1** The QP shall identify:
- a. for each Approved Subcontractor, the scope of work to be undertaken and the system(s) in place to provide Quality Assurance of the work; and
 - b. for all other Subcontractors, how Quality Assurance will be achieved for the goods and services that they provide.
- 6.2.3.2** The QP shall include the Contractor's planned Audit and review activities for each Approved Subcontractor and any additional processes, which may be implemented to ensure that the relevant requirements of the Contract are flowed down to Approved Subcontractors.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-PM-MGT-RP-V5.3

2. TITLE: REMEDIATION PLAN

3. DESCRIPTION AND INTENDED USE

3.1 A Remediation Plan sets out the Contractor's strategy, methodology, activities, resources and timeframes to address the underlying causes of the actual or potential problems, failures or breaches that have led to the requirement for the Contractor to submit a Remediation Plan under the Contract. The Remediation Plan sets out the Contractor's plan to:

- a. rectify or prevent (as applicable) the actual or potential problems, failures or breaches;
- b. avoid or mitigate the impacts of the actual or potential problems, failures or breaches; and
- c. ensure that the actual or potential problems, failures or breaches (or any similar or related problems, failures or breaches) do not occur again.

3.2 The Contractor uses the Remediation Plan to:

- a. describe the arrangements for managing the remediation activities, including in relation to Subcontractors;
- b. provide direction to the Contractor's management team responsible for achieving the required remediation outcomes, as set out in clause 3.1;
- c. ensure that those parties who are undertaking remediation activities understand their responsibilities, the processes to be used, and the time-frames involved; and
- d. provide assurance to the Commonwealth that the underlying causes of the problems, failures or breaches will be remediated while ensuring that the other requirements of the Contract will continue to be satisfied.

3.3 The Commonwealth uses the Remediation Plan to:

- a. evaluate and gain assurance that the Contractor's Remediation Plan will achieve the required remediation outcomes, as set out in clause 3.1;
- b. provide a basis for monitoring and assessing the Contractor's performance in executing the Remediation Plan; and
- c. identify any requirements for Commonwealth involvement in the Contractor's Remediation Plan.

4. INTER-RELATIONSHIPS

4.1 The Remediation Plan is subordinate to the following data items, where these data items are required under the Contract:

Nil.

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

- a. Contract Work Breakdown Structure (CWBS);
- b. Contract Master Schedule (CMS);
- c. Support Services Master Schedule (SSMS); and
- d. any plan that is related to the subject matter of the Remediation Plan.

5. APPLICABLE DOCUMENTS

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

Nil.

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

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

6.2 Specific Content

6.2.1 The Remediation Plan shall:

- a. describe the actual or potential problem, failure or breach that led to the requirement for submission of the Remediation Plan;
- b. describe the objectives of the Remediation Plan and the outcomes to be achieved in tangible, measurable terms and/or the exit criteria to be achieved (ie, in the context of the generic outcomes identified at clause 3.1), including identifying when these objectives and outcomes will be achieved;
- c. identify the position responsible for achieving the objectives and outcomes identified pursuant to paragraph b above, including the name of the person filling the identified position;
- d. set out the detailed steps that the Contractor will take to achieve the identified objectives and outcomes, including:
 - (i) the dates by which they will be completed;
 - (ii) any review points and/or decision points; and
 - (iii) the locations where the steps will be undertaken;
- e. explain:
 - (i) why each of the steps is necessary and how these steps will achieve the identified objectives and outcomes in the proposed timeframes;
 - (ii) how the plan minimises the impact on existing Contract work (including schedule) and the Commonwealth; and

Note: Approval of the Remediation Plan does not grant relief for any contractual obligations in accordance with clause 4.4 of the COC.

- (iii) where the plan does have an impact on existing Contract work and/or the Commonwealth, why these impacts are unavoidable;
- f. if the actual or potential problem, failure or breach was identified or investigated by a Commonwealth or independent audit or other Commonwealth review activity (including as part of the Independent AIC Audit Program), address the recommendations from that audit or review activity, as notified by the Commonwealth Representative;
- g. identify any assumptions or risks associated with the plan, and how those assumptions will be managed and the risks mitigated;
- h. for each of the steps in the plan, identify:
 - (i) the resources required, including the people involved (by name), describing the activities that each person will be undertaking and identifying whether or not these people are involved in other Contract work;
 - (ii) any Subcontractors involved and describe the activities to be performed by these Subcontractors, including explaining how these activities will contribute to achieving the identified objectives and outcomes;

- i. identify any inputs required to be provided by the Commonwealth to implement the steps (which, for clarity, shall be minimised and not include any additional requirements for GFM, GFF or GFS);
- j. describe the reports that will be provided to the Commonwealth on the progress of the plan, which shall:
 - (i) be provided on a monthly basis;
 - (ii) identify the activities undertaken since the last report, the steps completed, any difficulties encountered, and the actions being taken to address the difficulties; and
 - (iii) identify any envisaged changes to the Approved Remediation Plan and provide justification as to why these are considered necessary;
- k. if applicable, describe any ongoing monitoring that will be implemented after all of the steps in the Approved Remediation Plan have been completed to ensure that the situation, which has led to the requirement for the Contractor to submit a Remediation Plan, does not recur; and
- l. include any other information pertinent to the plan.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-PM-MGT-SAC-V5.3

2. TITLE: SUPPLIES ACCEPTANCE CERTIFICATE

3. DESCRIPTION AND INTENDED USE

3.1 The Supplies Acceptance Certificate (SAC) provides for formal Acceptance of deliverables without prejudice to any remedies that the Commonwealth may have under the Contract when the deliverables do not conform to the requirements, or do not comply with the terms of the Contract.

3.2 The Contractor uses the SAC to detail the type and quantities of products being delivered to the Commonwealth for Acceptance.

3.3 The Commonwealth uses the SAC for formally acknowledging and recording the Acceptance of products from the Contractor.

4. INTER-RELATIONSHIPS

4.1 The SAC is subordinate to the following data items, where these data items are required under the Contract:

Nil

5. APPLICABLE DOCUMENTS

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

Nil

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall comply with the general format, content and preparation instructions required by the form at Annex A to this DID (or equivalent electronic form) and, as applicable, the SOW clause for 'Deliverable Data Items' or the CDRL clause entitled 'General Requirements for Data Items'.

6.2 Specific Content

6.2.1 General Requirements

6.2.1.1 A SAC is required to be submitted with all products submitted to the Commonwealth for Acceptance in accordance with the Contract.

6.2.2 Specific Requirements

6.2.2.1 Except as otherwise specified in the Contract, all SACs shall be prepared using a Department of Defence form, as per the example included at Annex A.

6.2.2.2 The SAC form submitted by the Contractor shall include sections 'a' to 'k' completed as applicable, and section 'l', 'Contractor's Certification', signed by an authorised signatory of the Contractor, prior to offering the supplies to the Commonwealth.

Note: If the Contractor has access to the Defence Protected Network, the Contractor should use the electronic form SG 001 available from the 'e-Forms' application (as updated from time to time). Alternatively, the embedded PDF version may be used instead of the form at Annex A.



SG001 SAC May
2020

Annex:

A. Supplies Acceptance Certificate

[illegible]

Supplies Acceptance Certificate

Explanation

The boxes and columns on the Supplies Acceptance Certificate form are to be completed as follows:

Box a	Contractor's Reference Number. Supplier's number to record an internal file / job number.	Box e	Receipt voucher number. For use by the receiving officer at the point of receipt.
Box b	CAPO or purchase order number. Relevant Contract / purchase order number.	Box f	From. The full name, address, and Australian Company Number (ACN) of the supplier, as shown in the Contract.
Box c	Project or ordering authority. The Defence authority that placed the order, also referred to as the procurement authority.	Boxes g to j	Packaging details. Enter relevant information.
Box d	Invoice number. The invoice number as supplied by the supplier, when applicable.	Box k	To. The address to which the supplies are to be delivered, as shown in the Contract.
Column 1	CAPO/Order Item No. The item number as listed in the contract.	<p>Classes of Supply based on the NATO conventions (from Land Warfare Doctrine 4-1, Supply Support):</p> <p>Class 1 Subsistence Items. Foodstuffs, combat rations and packaged water.</p> <p>Class 2 General Stores. Clothing, tents, tarpaulins, minor equipment, stationery, administrative and housekeeping items.</p> <p>Class 3 Petrol, Oils and Lubricants.</p> <p>Class 4 Construction Items. Construction materials, engineer stores and defence stores.</p> <p>Class 5 Ammunition. All types of ammunition and explosive ordnance.</p> <p>Class 6 Personal Demand Items. Personal items and canteen stores.</p> <p>Class 7 Principal Items. Major items of equipment such as vehicles and weapons, major assemblies and included accessories. Items usually have a serial number.</p> <p>Class 8 Medical and Dental Stores. Pharmaceutical items, medical and dental equipment, and repair parts.</p> <p>Class 9 Repair Parts. Repair parts for maintenance support.</p> <p>Class 10 Material Support to Non-military Programs. Item to support non-government program such as a UN mission or for economic development. Items should be segregated where possible.</p>	
Column 2	Class. The first four numbers of the NSN, or the Class number from the 'Classes of Supply' group for the item (see box at right).		
Column 3	Identity, part, catalogue or other reference number. The remaining nine numbers of the NSN, and/or relevant manufacturer code and item information to identify the item ordered.		
Column 4	Description of Supplies. A description of the item(s) as shown in the Contract. Reference is to be made to relevant details (ie, batch or lot numbers, serial numbers, and approved Application(s) for a Deviation (including variances, if applicable)).		
Column 5	Qty ordered. The total number of items ordered under this contract item number.		
Column 6	Previously accepted. The total number of items ordered under this contract item number, and identified in column 3, which have been Accepted prior to the raising of this SAC.		
Column 7	Offered today. The number of items ordered under this contract item number, and identified in column 3, which are being submitted by the Contractor for Acceptance vide this SAC.		
Column 8	Accepted Today. The number of items ordered under this contract item number, and identified in column 3, for which the accepting authority is satisfied, meet the requirements of the Contract and has agreed to Accept on this SAC.		
Column 9	Total to date. The number of items ordered under this contract item number, and identified in column 3, which have previously been Accepted including the number Accepted vide this SAC.		
Column 10	Balance due. The number of Items ordered under this contract item number, and identified in column 3, which are still outstanding.		
Box l	Contractor's certification. The supplier's authorised representative is required to complete this box, signifying that the Supplies meet the requirements of the Contract in all respects, with the exception of any listed approved production permits and/or concessions.	Box n	Commonwealth's Reference or file number. Reference to an official file or other document that can at a later date provide traceability of events.
Box m	Commonwealth's Acceptance. By signing this box the Accepting Authority provides legal Acceptance of the Supplies on behalf of the Commonwealth.	Box o	Is this CAPO/Order complete? Enter whether the contract is complete when the deliveries of Supplies listed on this SAC have been made.
		Box p	Recommended Distribution. Distribution of the completed SAC by the accepting authority, as required by the procurement authority.

Boxes and columns are not to be left blank on any line of entry on the form. Where it is not necessary to enter information N/A (Not Applicable) is to be inserted.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-PM-RVW-PACKAGE-V5.3**
- 2. TITLE: REVIEW PACKAGE**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The purpose of Review Package is to allow the Contractor and Commonwealth Representative to prepare for System Reviews in order to gain maximum value from the reviews.
 - 3.2** The Contractor uses the Review Package to convey the set of information that supports the objectives of the review.
 - 3.3** The Commonwealth uses the Review Package, along with other data items specifically identified in the CDRL, to assist with confirming that the System Review objectives have been met.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The Review Package is subordinate to the following data items, where these data items are required under the Contract:
 - a. System Review Plan (SRP);
 - b. Quality Plan (QP); and
 - c. any other plan that provides details of System Review activities under the Contract.
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items' or as otherwise Approved by the Commonwealth Representative.
 - 6.1.2** 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.
 - 6.2 Specific Content**

 - 6.2.1** The Review Package shall include information to be reviewed and discussed at the specific System Review, including:
 - a. documentation that is necessary to show that the objectives of the System Review have been satisfied;
 - b. presentation material;
 - c. all relevant documents not previously delivered and needed to meet the objectives of the System Review;
 - d. status of action items from previous System Reviews;
 - e. where applicable to the System Review, status of measurement data (eg, design maturity metrics and Technical Performance Measures); and
 - f. where applicable to the System Review, current configuration status along with any identified discrepancies in Configuration Baselines.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-PM-TRANS-CTXP-V5.3

2. TITLE: CONTRACTOR TRANSITION PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Contractor Transition Plan (CTXP) describes the Contractor's plans, methodologies and processes for meeting the Transition requirements of the Contract, and establishes the ground rules for the transfer of management responsibilities from the developing organisations (ie, Contractor and Subcontractors) to the respective support organisations.

3.2 The Contractor uses the CTXP to:

- a. define, manage and monitor the Contractor's Transition program;
- b. ensure that those parties (including Subcontractors) who are undertaking Transition activities understand their respective responsibilities, the processes to be used, and the time-frames involved;
- c. plan for and coordinate Transition activities with Associated Parties that will provide support for the Materiel System including, when applicable, the Contractor (Support); and
- d. define and establish the Contractor's involvement in the Commonwealth's Transition program.

3.3 The Commonwealth uses the CTXP to:

- a. understand and evaluate the Contractor's approach to meeting the Transition requirements of the Contract;
- b. define and establish the Commonwealth's involvement in the Contractor's Transition program, including the monitoring of the Contractor's program;
- c. enable the timely provision of information to In-Service organisations to allow them to plan for the delivery of the Mission System and the Support Resources; and
- d. provide input to the Commonwealth Representative's own Transition planning.

4. INTER-RELATIONSHIPS

4.1 The CTXP is subordinate to the following data items, where these data items are required under the Contract:

- a. Project Management Plan (PMP).

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

- a. Australian Industry Capability (AIC) Plan;
- b. other applicable AIC-related plans (eg, Supply Chain Management Plan (SCMP) and Defence-Required Australian Industry Capability (DRAIC) Plan (DRAICP));
- c. System Review Plan (SRP);
- d. Verification and Validation Plan (V&VP);
- e. Contract Master Schedule (CMS);
- f. Support System Description (SSDESC);
- g. Support System Technical Data List (SSTD);
- h. Australia and New Zealand (ANZ) Subcontractor Technical Data List (ASTDL);
- i. Recommended Spares Provisioning List (RSPL);
- j. Packaging Provisioning List (PACKPL);

- k. Support and Test Equipment (S&TE) Provisioning List (S&TEPL); and
- l. Training Equipment List (TEL).

4.3 When this Contract is linked to a Contract (Support), the CTXP inter-relates with the Contract (Support) Phase In Plan (PHIP) and Ramp Up Management Plan (RUMP).

5. APPLICABLE DOCUMENTS

5.1 The following document forms a part of this DID to the extent specified herein:

DI-IPSC-81429A

Software Transition Plan (STrP)

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

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

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

6.1.3 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.

6.2 Specific Content

6.2.1 General

6.2.1.1 The CTXP shall describe the objectives, scope, constraints, and assumptions associated with the Contractor's (and Subcontractor's) Transition activities. Any risks associated with the Contractor's Transition program shall be documented in the Risk Register; however, the CTXP shall describe the risk management strategies associated with any global, Transition-related risks.

6.2.2 Transition Organisation

6.2.2.1 If different from that described in the PMP, the CTXP shall describe the Contractor's organisational arrangements for Transition, including:

- a. the Contractor's and Approved Subcontractor's organisations and management structures, showing how these arrangements integrate into the higher-level management structures and organisations for the Contract;
- b. the interrelationships and lines of authority between all parties involved in the Contractor's Transition activities; and
- c. the responsibilities of all parties involved in the Contractor's Transition activities, including the identification of the individual who will have managerial responsibility and accountability for meeting the Transition requirements of the Contract.

6.2.3 Transition Overview

6.2.3.1 The CTXP shall provide an overview of the Contractor's program of activities for transitioning from a development and production environment to a support environment for the Supplies, including:

- a. the major activities to be undertaken, when, and by whom;
- b. the integration of Subcontractors into the Contractor's Transition activities;
- c. significant activities of the Transition Working Group (TXWG);
- d. the interfaces between the Transition activities and the Systems Engineering, Verification and Validation, and Integrated Logistics Support programs;
- e. the processes to be employed by the Contractor for undertaking Transition and, if applicable, ramping up to provide support under the Contract (Support);

- f. for any new or modified procedures for Transition, an overview of the scope of the new or modified procedures and the responsibilities and timeframes for developing and approving these procedures;
- g. if applicable, the Transition activities required to coordinate with the Phase In and Ramp Up activities of the Contractor (Support) and Subcontractors (Support);
- h. the expectations of the Contractor with respect to the Commonwealth;
- i. the proposed role of the Contractor in assisting the Commonwealth in integrating the Support Resources into the existing Commonwealth infrastructure; and
- j. the Contractor's proposed methodology for ensuring that the activities of the Contractor and the Commonwealth are coordinated, including proposed planning and coordination meetings.

6.2.4 Support Responsibilities

6.2.4.1 The CTXP shall identify:

- a. each subsystem or component of the Mission System and Support System Component, that is to be supported;
- b. the organisations and their support responsibilities for each of the subsystems and components identified under clause 6.2.4.1a, including responsibilities for engineering support, maintenance support, supply support and training support; and
- c. the sustainment-related DRAICs and other Industry Capabilities identified as Australian Industry Activities (AIAs), which have been created (in whole or in part), enhanced or maintained within Australian Entities under the Contract, including their relationship to the support of the subsystems and components identified under clause 6.2.4.1a.

6.2.4.2 The information required by clause 6.2.4.1 may be provided as an annex to the CTXP.

6.2.4.3 The identification of components under clause 6.2.4.1a needs sufficient detail to allow each unique set of support responsibilities to be identified in response to clause 6.2.4.1b.

6.2.5 Detailed Transition Activities

6.2.5.1 Using the information derived for clause 6.2.4.1, the CTXP shall detail the Contractor's and Subcontractors' specific activities associated with transitioning from a development and production environment to a support environment for the Supplies, specifically addressing the Contractor's methodology and timeframes for implementing appropriate:

- a. engineering support arrangements, including data management and configuration management;
- b. maintenance-support arrangements;
- c. supply-support arrangements;
- d. training and training-support arrangements; and
- e. subcontract arrangements.

6.2.5.2 In addressing the requirements of clause 6.2.5.1, the CTXP shall address:

- a. the implementation schedule (with this schedule to be included within the CMS);
- b. planning and coordination of significant meetings and reviews including, when required under the Contract:
 - (i) the meetings of the TXWG including, if applicable, the involvement of the Contractor (Support) in applicable Mandated System Reviews; and
 - (ii) the conduct of the Transition Requirements Review (TXRR);
- c. the personnel requirements for both the Contractor and Subcontractors to enable the implementation schedule to be met, including:
 - (i) the source from which these personnel will be provided; and

- (ii) the training to be provided to enable these personnel to undertake their responsibilities during Transition and, if applicable, the Contract (Support);
- d. the Facilities, S&TE, and computer-support requirements needed by both the Contractor and Subcontractors to facilitate the transfer of Supplies, if not otherwise identified under the Contract;
- e. if applicable, how the Contractor will coordinate with the Contractor (Support) for the development of the procedures to be employed by the Contractor (Support) and Subcontractors (Support) to enable Transition; and
- f. any further Transition-related activities required to enable close out of the Contract.

6.2.5.3 In addressing the Transition activities associated with Software, the CTPX shall address the requirements of paragraphs 3-8 of DI-IPSC-81429A.

6.2.5.4 The CTPX shall describe, explicitly or by reference to another document (including any database) that has been delivered to the Commonwealth:

- a. the items (such as Support Resources, including Technical Data) to be delivered to the respective support organisations and the proposed recipients;
- b. the delivery, installation and checkout of the support environments being implemented by each of the respective support organisations (ie, Commonwealth, Contractor, Subcontractors, Contractor (Support) and Subcontractors (Support), as applicable, in accordance with the Contract and the Contract (Support));
- c. the Transition of the sustainment-related DRAICs and other applicable AIAs (including any that have a dual acquisition and sustainment function) as part of establishing the support environment for the Supplies, including any DRAICs or other AIAs that were only partially implemented under the Contract and for which the full implementation is planned to occur under the Contract (Support); and
- d. the timeframes in which Commonwealth personnel will be required by the Contractor (eg, for Training) to enable the Contractor to successfully Transition the Mission System and other Supplies to the Commonwealth.

6.2.6 Transition Support for Commonwealth Units

6.2.6.1 If the Contract requires the Contractor to provide specialist personnel to directly support the Transition-related activities of Commonwealth units, the CTPX shall:

- a. outline the range and scope of Transition support activities;
- b. identify each Commonwealth unit to be supported, the objective or the criteria for completion, and the activities involved;
- c. for each Contractor and/or Subcontractor person or work team required, identify:
 - (i) the numbers and skills of the personnel;
 - (ii) the duration of the support activity for each Commonwealth unit; and
 - (iii) the work location (eg, on-site with the Commonwealth unit or remote); and
- d. identify any Training requirements (eg, for Defence information systems).

6.2.7 Transition Register

6.2.7.1 The CTPX shall describe the Transition Register used by the Contractor for recording the Transition activities, tasks, risks and issues.

6.2.7.2 The Transition Register shall be a separate entity from the CTPX (due to the dynamic nature of the content of the Transition Register).

6.2.7.3 The Transition Register shall, for each Transition activity, include:

- a. a unique activity identification number;
- b. a brief description of the activity, including reference to any related clauses in the Contract and an outline of the tasks needed to perform the activity;
- c. the priority of the activity;

- d. details of the individual in the Contractor's organisation responsible for the activity;
- e. details of other parties involved in the activity, including the identification of any Commonwealth parties that are external to the Project Office;
- f. the timeframes for achieving the activity;
- g. the action status of the activity (eg, not started, in progress, completed);
- h. the associated risks, with cross-references to the Risk Register; and
- i. details of any issues to be resolved / action items associated with the activity, including the timeframes for those action items and the party to whom the action items have been assigned.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-SSM-ISSMP-V5.2

2. TITLE: IN-SERVICE SECURITY MANAGEMENT PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The In-Service Security Management Plan (ISSMP) describes the Contractor's plan for meeting the system security requirements for the in-service phase for those products that are Products Being Supported (or will become Products Being Supported under an associated or linked Contract (Support) when this data item is being developed under a Contract (Acquisition)) and that:

- a. could be susceptible to security vulnerabilities that may affect the Commonwealth's security obligations and compliance requirements (as would be determined by a competent contractor acting reasonably in making such a determination);
- b. are the subject of, or included within the scope of, a Security Authorisation, including in relation to physical security, Emanation Security (EMSEC), Information and Communications Technology (ICT) security, cyber security, and personnel security (but, for personnel security, only in relation to Contractor Personnel operating, or maintaining or upgrading a Security System-of-Interest (SSoI) or an associated Target of Evaluation (ToE)); and/or
- c. are required by the Contractor to undertake the system security services (eg, Software such as Splunk®).

3.2 The Contractor uses the ISSMP to:

- a. define, manage and monitor the Contractor's system security and related activities for the in-service phase and to demonstrate how the associated security objectives applicable to the in-service phase will be achieved, including managing any Security Authorisations that will require periodic revalidation during the in-service phase;
- b. ensure that those parties (including the Commonwealth and Subcontractors) performing system security activities during the in-service phase understand their respective responsibilities, the processes to be used, and the time-frames involved, including in relation to:
 - (i) responding to cyber incidents;
 - (ii) ensuring business continuity and disaster recovery; and
 - (iii) continuous monitoring; and
- c. demonstrate that it has the capability and capacity to meet its system security responsibilities for the SSoIs / ToEs and other security-related Support System Products during the in-service phase.

3.3 The Commonwealth uses the ISSMP:

- a. to understand and evaluate the Contractor's approach for meeting the system security requirements of the Contract for the in-service phase;
- b. to gain assurance that the Contractor has a sound system security program in place that complies with applicable Government and Defence security requirements and policies and that will satisfy the objectives of the program;
- c. to plan the integration of the Contractor's system security activities for the in-service phase with the Commonwealth's security activities, particularly in relation to interacting with the respective security authorities;
- d. as an input into the Commonwealth's own planning, particularly in relation to liaising with the applicable security authorities for each SSoI; and

- e. as one of the suite of cyber security artefacts provided to the relevant Defence authorities as part of obtaining and/or maintaining the required ICT/cyber Security Authorisations for a SSol.

4. INTER-RELATIONSHIPS

4.1 The ISSMP is subordinate to the following data items, where these data items are required under the Contract:

- a. Support Services Management Plan (SSMP).

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

- a. the security-related data items required under the Contract (other than those identified under clause 4.1);
- b. Materiel System Security Management Plan (MSSMP) governing the acquisition phase; and
- c. the plans and Engineering Change Proposal(s) (ECP(s)) associated with any Major Changes.

5. APPLICABLE DOCUMENTS

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

Note to drafters: Amend the list of Applicable Documents to suit the Contract. Do not include documents that are included within the 'Governing Security Documents'.

Governing Security Documents	(see the Glossary for the definition of this term)
ANP4605	Navy Cyberworthiness
	National Institute of Standards and Technology (NIST), 'Cybersecurity Framework (CSF)', Version 2.0, February 26, 2024
AS/NZS ISO 31000:2018	Risk Management – Principles and Guidelines
NIST SP 800-30	Guide for Conducting Risk Assessments, Revision 1, September 2012
NIST SP 800-37	Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy, Revision 2, December 2018
NIST SP 800-53A	Assessing Security and Privacy Controls in Information Systems and Organizations: Building Effective Assessment Plans, Revision 5, January 2022
	ACSC Publication, 'Strategies to Mitigate Cyber Security Incidents', February 2017
	ACSC Publication, 'Strategies to Mitigate Cyber Security Incidents – Mitigation Details', February 2017
	ACSC Publication, 'Guidelines for System Monitoring', September 2023
	ACSC Publication, 'Guidelines for Security Documentation', September 2023
ISO/IEC 27001:2022	Information security, cybersecurity and privacy protection – Information security management systems – Requirements

ISO/IEC 27032:2023	Cybersecurity – Guidelines for internet security
ISA/IEC 62443 series	Security for Industrial Automation and Control Systems
AS/NZS HB 231: 2004	Information Security Risk Management Guidelines
Defence ICT/Cyber SCRM Framework	The Defence ICT/Cyber Procurement Supply Chain Risk Management Framework, October 2020
SCRM Procurement Tool	ICT/Cyber Procurement Supply Chain Risk Assessment (SCRA) Tool, version 1.0, April 2021
Form XP 188	Security Report

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another data item that contains aspects of the required information, the ISSMP should summarise these aspects and refer to the other data item.
- 6.1.3** 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.

6.2 Specific Content

Note: References to 'Contract' in this DID mean the Contract (Support) when this data item is being developed under an acquisition contract.

6.2.1 Overview

- 6.2.1.1** The ISSMP shall provide an overview of the security-related Services for each SSol to be provided under the Contract, including:
- defining the scope and purpose of the ISSMP;
 - describing the scope and objectives of the system security program for the in-service phase, including:
 - providing an overview of each SSol and, if applicable, each ToE, and identifying other applicable Support System Products from a security perspective; and
 - providing an overview of any shared responsibilities for system security between the Contractor and the Commonwealth (eg, in relation to responding to cyber incidents, ensuring business continuity and disaster recovery, and continuous monitoring);
 - identifying and describing the nature and significance of the security risks and threats that will be managed through the ISSMP; and
 - describing any constraints, assumptions and risks associated with the program.
- 6.2.1.2** The ISSMP shall provide a list of key stakeholders involved with the system security program for the Contract, including:
- System Owner;
 - Security Authorisation authorities; and
 - where DESE supported under the Contract is either integrated into, or installed onto, Defence systems and platforms, the in-service agencies responsible for managing and supporting those systems and platforms.
- 6.2.1.3** The ISSMP shall describe the mechanisms by which the general requirements for security documentation, as set out in the Information Security Manual (ISM), will be satisfied, including (for example):

- a. Control ISM-0188: "Security documentation is reviewed at least annually and includes a 'current as at [date]' or equivalent statement"; and
- b. Control ISM-1602: "Security documentation, including notification of subsequent changes, is communicated to all stakeholders".

6.2.2 System Security Organisation and Roles

6.2.2.1 The ISSMP shall describe the organisations and the roles of the organisations involved with the system security program for the Contract, including:

- a. within the Contractor's organisation;
- b. Subcontractors, including original equipment manufacturers; and
- c. Associated Parties, including Defence agencies, regulatory authorities and other Commonwealth Contractors, as applicable.

6.2.2.2 The ISSMP shall identify the technical / design support network of organisations, including:

- a. identifying the Subcontractors and other companies, which provide technical advice for security activities; and
- b. describing the nature and scope of the technical advice to be provided.

6.2.2.3 The ISSMP shall identify the qualifications and training required by persons filling any Key Staff Positions for the system security program for the Contract.

6.2.2.4 The ISSMP shall provide details of the Contractor's security team that is dedicated to the provision of security-related Services for each SSol / ToE, including numbers and skills.

6.2.3 System Security Risk Management

6.2.3.1 The ISSMP shall describe the risk management processes to be applied to the Contractor's system security program for the Contract, cross-referring to the risk management elements of the Approved SSMP¹ and the applicable elements of the Approved ADF regulatory / assurance plans as appropriate, including:

- a. the processes to be used to identify system security risks;

Note to drafters: The following clause refers to the CASG Risk Management Product Matrix included at Annex A to this DID. This enables a 5x5 matrix to be employed for the purposes of project or product risk management using the Predict! tool. The Security Authorisation process, however, requires the use of a 6x6 matrix in accordance with the DSPF. Drafters should amend the following clause and Annex A to suit their contract-management circumstances (ie, to select a risk matrix that will result in the least work for the contract-management team, either translating into the DSPF 6x6 matrix if the CASG matrix is retained, or translating into Predict! if the following clause and Annex A are amended to incorporate the DSPF matrix).

- b. the processes to be used for analysing, assessing and evaluating system security risks, including the specific assessment criteria to be used, cross-referring to the CASG Risk Management Product Risk Matrix at Annex A in relation to assessing risks to security and cyber;
- c. the risk register(s) to be used for recording each system security risk (eg, Security Risk Management Plan (SRMP) and Cyber Supply Chain Risk Plan (CSCR)), including its attributes, evaluation and treatment(s);
- d. the processes to be used to determine the specific risk treatment strategies to be employed, particularly the application of risk controls (eg, as per the ISM); and
- e. the mechanisms to be used to keep the Commonwealth Representative apprised of any changes to system security risks.

6.2.3.2 The ISSMP shall describe how security requirements will be incorporated into the Contractor's supply chains to address cyber security supply chain risks (eg, using the ICT/Cyber Procurement SCRA Tool in accordance with the Defence ICT/Cyber SCRM Framework), cross-referring to any CSCR required under the Contract.

¹ An Approved SSMP is unlikely to exist if the ISSMP is developed under an acquisition contract.

6.2.4 System Security Program Activities – General

Note: *In relation to security monitoring and testing, clause 6.2.7 of this DID provides additional requirements that the ISSMP must address.*

- 6.2.4.1** The ISSMP shall describe the Contractor's processes for undertaking the security-related Services for the SSols, as required by the Contract, including:
- an overview of the methodology to be employed to achieve the objectives, outcomes and requirements set out in clause 3 of this DID;
 - describing how the applicable standards and other documents, referred to under clause 5, will be adapted to the Contractor's system security program; and
 - describing how each of the system security requirements set out in the Contract will be undertaken, including when and by whom, and the processes and tools to be employed.
- 6.2.4.2** The ISSMP shall describe any simulation and other tools, instruments, items of equipment, Software, test facilities and any other major elements that will be required to satisfy the security requirements of the Contract.
- 6.2.4.3** The ISSMP shall contain a high-level schedule indicating key activities, events and milestones for the system security program for the Contract, including in relation to physical security, EMSEC, ICT security and cyber security.

6.2.5 Incident Response Plan

Note: *A security incident is a suspicious approach, event or action (whether deliberate, reckless, negligent or accidental) that:*

- fails to meet the expected outcomes of Defence security as outlined in the DSPF;*
- compromises Defence's protective security arrangements; and*
- results in (or has the potential to result in) loss, damage, harm or disclosure to Defence information, assets and/or personnel.*

- 6.2.5.1** The ISSMP shall document the Contractor's plan for responding to security incidents ('**Incident Response Plan**') pertaining to each SSol, including:
- the roles and responsibilities of all personnel (Commonwealth, Contractor and Subcontractors) during an incident, including:
 - system users, system support staff, system administrators, etc based on the incident type;
 - the identification of the position that will have ultimate responsibility for the operational management of an incident; and
 - the authorised methods of communication between the various parties, particularly between the Commonwealth and the Contractor and between the Contractor and its Subcontractors;
 - the authorities within the Contractor's organisation responsible for initiating:
 - a formal (administrative) investigation; and
 - a police investigation of an incident;
 - the minimum level of Training for investigators, users and system administrators (eg, Cert IV in Forensics and Security Investigations);
 - guidelines on what situations and scenarios constitute an incident;
 - the goals and objectives of the incident response based on incident type;
 - the types of incidents likely to be encountered and the expected response to each type (eg, malware, system intrusion, data compromise, and unauthorised system change), including the processes for threat containment and eradication for each incident type;
 - the steps necessary to ensure the availability of critical systems during an incident;

- h. management of the vulnerability exploited within the compromised system elements;
- i. system contingency measures and/or relationships to other response processes and procedures to ensure the continued safety and operational effectiveness of the SSol;

Note: In accordance with DSPF Principle 77, “Once the risk of immediate harm has been effectively managed, a Security Report must be submitted to SICC [Security Incident Coordination Centre] via the Security Report within 24 hours of the incident occurrence or discovery”. A copy of this report is also to be provided to the Commonwealth Representative at the same time, including any supporting information.

- j. incident reporting mechanisms, including both internally (eg, using a Form XP 188) and externally to relevant operational authorities (eg, the Australian Cyber Security Centre) and including those parties that need to be informed in the event of a security incident;
- k. criteria for investigation into a security incident involving external entities (eg, as could be requested from a law enforcement agency, the Australian Cyber Security Centre or other relevant authority); and
- l. the steps necessary to ensure the integrity of evidence for use in investigation.

6.2.5.2 The Incident Response Plan shall detail the management of, and contents of, the Incident Register to be used to capture the necessary details associated with each security incident, including fields to allow the tracking of the following information:

- a. the date the incident was discovered;
- b. the date the incident occurred;
- c. a description of the incident, including the people and locations involved;
- d. the action taken;
- e. lessons identified;
- f. to whom the incident was reported; and
- g. whether or not any further investigations were undertaken.

6.2.5.3 The Incident Response Plan shall describe the intervals and process for testing incident response and recovery capability, and for confirming that the plan remains fit for purpose.

6.2.6 Business Continuity and Disaster Recovery Plan

6.2.6.1 The ISSMP shall document the Contractor’s plan for ensuring the continued operation of each SSol (or critical elements thereof) in response to either:

- a. a security incident or a series of security incidents that have a high likelihood of compromising Defence operations involving the SSol; or
- b. a disaster that would compromise Defence operations involving the SSol,

(‘Business Continuity and Disaster Recovery Plan’ or ‘BCDRP’)

Note: Different elements of an SSol may involve different considerations in relation to business continuity and/or disaster recovery. Where applicable, the BCDRP should identify these differences so that it is clear exactly what will occur for the different elements in relation to business continuity and disaster recovery.

6.2.6.2 The BCDRP shall:

- a. identify the management structures and the roles and responsibilities of applicable personnel (Commonwealth, Contractor and Subcontractors) associated with business continuity and/or disaster management and recovery, including the relationships with incident response management;
- b. identify the critical services, functions and assets associated with each SSol in the context of Defence operations, cross-referring to the Business Impact Levels (BILs) in the Security Classification and Categorisation Guide (SCCG) at Attachment J to the Contract;

- c. categorise the identified elements according to their priority for maintaining continuity of operations and/or for recovery after a disaster;
- d. define the maximum acceptable outage time for the critical services and functions and the associated recovery time objective in the context of the maximum acceptable outage time;
- e. describe credible scenarios that could cause a system interruption, such as a natural disaster, civil disturbance, major ICT failure or major cyberattack;
- f. describe the strategies for maintaining business continuity in response to the identified scenarios and in the context of the prioritised services, functions and assets;
- g. describe the strategies for disaster management and recovery in the context of the identified scenarios, the prioritised services, functions and assets, and the recovery time objectives;
- h. describe the processes to be implemented to ensure that personnel are prepared for potential system disruptions that could compromise Defence operations using the SSol, including, for example, the conduct of business continuity and disaster recovery exercises and testing;
- i. describe the processes for activating and managing the business continuity and/or disaster management and recovery mechanisms and activities, including:
 - (i) identifying the likely triggers;
 - (ii) describing the potential requirements for relocating systems, equipment, personnel and other items during a disaster, including ensuring the safety of personnel as the highest priority;
 - (iii) describing the associated internal and external communications;
 - (iv) describing the coordination with other interested parties throughout a disruption; and
 - (v) describing the likely temporary arrangements to be implemented during a disruption;
- j. describe the systems, processes and personnel necessary to return business / mission activities from the temporary measures adopted during the disruption to normal operations;
- k. describe the processes for data backup and recovery to ensure that minimal data is lost in the event of an interruption to the SSol and the SSol can be recovered within the required timeframes, including the use of remote locations for data backup, testing backup and restoration processes, and security considerations for the data backups;
- l. describe any other elements of the BCDRP (eg, employee contact lists, vital records, and alternate site operations, resources and transportation); and
- m. describe the implementation and maintenance of communication and warning procedures, including those necessary to manage the incident response and coordination with other interested parties throughout a disruption.

6.2.6.3 The BCDRP shall describe the processes for maintaining capabilities and response readiness, such as table top exercises, and for confirming that the plan remains fit for purpose.

Note to drafters: *The following requirements may not be applicable to any SSol or to the Contractor's responsibilities under a Contract. If not applicable, the following clauses should be deleted and replaced with 'Not Used', and other clauses that reference continuous monitoring should also be amended.*

6.2.7 Continuous Monitoring Plan

Note: *The requirements of this clause are broader than the ISM requirements for a continuous monitoring plan.*

6.2.7.1 The ISSMP shall document the Contractor's plan for undertaking continuous monitoring of each SSol (or applicable element thereof) during the in-service phase, to proactively identify, prioritise and respond to security Issues (eg, vulnerabilities) ('**Continuous Monitoring Plan**'), including:

- a. identifying the management structures and the roles and responsibilities of applicable personnel (Commonwealth, Contractor and Subcontractors) associated with continuous monitoring of each SSol, including the relationships with incident response management and business continuity and disaster recovery management;
- b. describing the use of agencies and websites that provide advice of known vulnerabilities, such as the ACSC Alerts and the Known Exploited Vulnerabilities (KEV) catalogue at www.cisa.gov/known-exploited-vulnerabilities-catalog;
- c. describing the use of automated system event logging tools and processes (if applicable), as described in the ACSC Guidance Document, 'Guidelines for System Monitoring', to assist with the identification of security vulnerabilities and security incidents, including:
 - (i) describing how the system event logging systems and processes have been implemented;
 - (ii) identifying the system events to be logged and the associated event details to be captured;
 - (iii) describing the mechanisms for security vulnerability / incident identification and reporting based on the logged system events (eg, automatically to the system administrator and/or system security manager within particular timeframes); and
 - (iv) management of the event log, including protection, retention, and auditing;
- d. in addition to any automated system event processes, describing the types of intermittent monitoring and testing activities to be employed (eg, vulnerability assessments, vulnerability scans and penetration tests), including the likely nature and scope of these activities and the timeframes for conducting them;
- e. describing the analysis and investigation activities to be undertaken when potential or actual security Issues (eg, vulnerabilities) are identified, including the stakeholders to be consulted and the report(s) to be provided to the Commonwealth;
- f. describing the processes to be employed to prioritise the implementation of mitigations, taking into account the cost of mitigations and the implications for Defence operations, other Contract work, the health and safety of personnel, and the environment; and
- g. describing how the mitigation work will be implemented and managed, particularly when configuration changes are required.

Annex:

A. CASG Risk Management Product Risk Matrix



DID-ENG-MGT-MSS
MP - Annex A Risk M

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-V&V-DEF-PV&VRP-V5.3**
- 2. TITLE: CONTRACTOR'S PREVIOUS V&V RESULTS PACKAGE**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Contractor's Previous Verification and Validation (V&V) Results Package (PV&VRP) describes the previous V&V activities performed by the Contractor which are relevant to the Materiel System.
 - 3.2** The Contractor uses the PV&VRP to provide, for Approval, details of previously conducted V&V activities that it proposes as precluding the requirement to conduct further specific V&V activities under the Contract. The Contractor will reference this intention in the V&V Plan or the SEMP (whichever is the governing plan for V&V under the Contract) and will cross-reference the details of the Approved PV&VRP in the Verification Cross Reference Matrix (VCRM).
 - 3.3** The Commonwealth uses the PV&VRP to assess whether the Contractor's previous V&V activities are adequate to satisfy all or part of the V&V requirements of the Contract, and as a reference in assessing the suitability of the Supplies for Acceptance.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The PV&VRP is subordinate to the following data items, where these data items are required under the Contract:
 - a. Systems Engineering Management Plan (SEMP);
 - b. Integrated Support Plan (ISP); and
 - c. Verification & Validation Plan (V&VP).
 - 4.2** The PV&VRP inter-relates with the following data items, where these data items are required under the Contract:
 - a. Verification Cross Reference Matrix (VCRM).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:

Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** Any covering documentation developed by the Contractor for delivery of this data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.1.2** The V&V documents previously developed by the Contractor and delivered in response to this DID do not have to comply with the format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.2 Specific Content**

 - 6.2.1 General**
 - 6.2.1.1** The Contractor's PV&VRP shall identify the processes employed by the Contractor for planning, managing, implementing and recording any V&V activities conducted prior to the Contract, where the results of these activities are being used to demonstrate that some of the requirements of the Contract have been met.

6.2.2 Detail

6.2.2.1 The Contractor's PV&VRP shall comprise all V&V documents necessary to demonstrate that some of the specified requirements for the Materiel System are satisfied, including:

- a. Verification and Validation Plans;
- b. Verification Cross Reference Matrices;
- c. Test Plans;
- d. Test Procedures; and
- e. Test Results and Reports.

6.2.2.2 The Contractor's PV&VRP shall identify the relationship between the Contractor's previous V&V programs and the V&V requirements of the Contract, and shall describe the rationale for not conducting specific Verification activities.

6.2.2.3 The Contractor's PV&VRP shall identify the relationship between the Test Plans, Procedures, Results and Reports, and the Supplies offered.

6.2.2.4 The Contractor's PV&VRP shall identify and describe deficiencies between the V&V programs previously conducted and the V&V requirements of the Contract.

6.2.2.5 The Contractor's PV&VRP shall be cross-referenced to the V&VP or the SEMP (whichever is the governing plan for V&V under the Contract) and the VCRM for the Contract.

DATA ITEM DESCRIPTION

- 1. DID NUMBER: DID-V&V-DEF-VCRM-V5.3**
- 2. TITLE: VERIFICATION CROSS REFERENCE MATRIX**
- 3. DESCRIPTION AND INTENDED USE**
 - 3.1** The Verification Cross-Reference Matrix (VCRM) is used to plan, and record the results of, the Contractor's Verification activities.
 - 3.2** The Contractor and the Commonwealth use the VCRM as the basis for common understanding and status of the Verification of requirements for each Mission System and the Support System.
- 4. INTER-RELATIONSHIPS**
 - 4.1** The VCRM is subordinate to the following data items, where these data items are required under the Contract:
 - a. Verification & Validation Plan (V&VP); and
 - b. Systems Engineering Management Plan (SEMP).
 - 4.2** The VCRM inter-relates with the following data items, where these data items are required under the Contract:
 - a. System Specification (SS) for each Mission System;
 - b. Support System Specification (SSSPEC); and
 - c. Requirements Traceability Matrix (RTM).
- 5. APPLICABLE DOCUMENTS**
 - 5.1** The following documents form a part of this DID to the extent specified herein:
Nil.
- 6. PREPARATION INSTRUCTIONS**
 - 6.1 Generic Format and Content**

 - 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
 - 6.2 Specific Content**

 - 6.2.1 General**
 - 6.2.1.1** The VCRM is expected to be an evolving document, which is used during the analysis and design phases of the program to capture agreement on the Verification program, and during the Verification phases to capture the ongoing status of the system with respect to Verification and Validation (V&V).
 - 6.2.1.2** The VCRM is likely to be based in electronic form (eg, database or spreadsheet), but when printed, shall consist of a table with an entry for every requirement in the Functional Baseline(s).
 - 6.2.1.3** The Commonwealth only requires the VCRM in order to manage Verification against the Functional Baseline(s); however, the Contractor may choose to include other levels of specification within the same document. In this case, the VCRM shall:
 - a. identify which entries pertain to the Verification of the Functional Baseline(s); and
 - b. where Verification results from lower levels of the system hierarchy are proposed to be used as evidence for Verification against a Functional Baseline, provide

traceability between the applicable lower levels of the system and the Functional Baseline.

6.2.2 Part 1 Requirements

6.2.2.1 For delivery of the Part 1 VCRM requirements, each entry in the VCRM table shall contain at least:

- a. a unique reference to the corresponding requirement in the Functional Baseline(s);
- b. the requirement words or a brief precis of the requirement to provide context;
- c. the proposed Verification method(s) (ie, one or more of inspection, demonstration, analysis, test, simulation, modelling, experiment, trial, walk-through, comparison, System Review, Audit, historical data and certification of conformance);
- d. the phase during which the requirements will be Verified and the associated Verification method to be applied at this phase; noting that, where Verification across multiple phases may be proposed, the scope and aims of the activities at each phase must be clearly described;
- e. a brief description of the proposed Verification method, intended as a vehicle for early agreement by both parties to define the scope of the Verification activities; and
- f. other comments as required.

6.2.3 Part 2 Requirements

6.2.3.1 For delivery of the Part 2 VCRM requirements, each entry in the VCRM table shall contain at least:

- a. the Part 1 requirements specified at clause 6.2.2 of this DID;
- b. a reference to the specific Verification / test procedure(s) and relevant documentation, including unique version identifiers;
- c. a reference to the report which contains the pertinent Verification results and, as required, data analysis (including any red-line mark-ups and signatures of witnesses to those results);
- d. the progressive status of each phase of the Verification program with respect to the requirement;
- e. a result summary (ie, PASS/FAIL or Verification incomplete if all of the Verification activities associated with the requirement have not been completed); and
- f. other comments as required.



Australian Government

Defence

[INSERT NAME OF CAPABILITY/SYSTEM] ACQUISITION CONTRACT

CONTRACT NO: (INSERT NUMBER)

DETAILS SCHEDULE

PARTIES

COMMONWEALTH OF AUSTRALIA represented by the Department of Defence

ABN 68 706 814 312 (Commonwealth)

Commonwealth Representative:	(INSERT DETAILS)	
Notice Details:	Address:	(INSERT ADDRESS)
	Fax:	(INSERT FAX NUMBER)
	Email:	(INSERT EMAIL ADDRESS)

(INSERT FULL NAME OF CONTRACTOR) ABN (INSERT CONTRACTOR'S ABN) (Contractor)

Contractor Representative:	(INSERT DETAILS)	
Notice Details:	Address:	(INSERT ADDRESS)
	Fax:	(INSERT FAX NUMBER)
	Email:	(INSERT EMAIL ADDRESS)

INFORMATION TABLE

Item	Information		
Item 1 (clause 1.4)	Effective Date: (Core)	(INSERT DATE)	
Item 2 (clause 1.8)	Option Date: (Optional)	(INSERT DATE/MILESTONE)	
Item 3 (clause 3.5)	Base Date: (Core)	[INSERT DATE] <i>Note to drafters: The Base Date is ordinarily one month before the Closing Time.</i>	
Item 4 (clause 7.3)	Exchange Rate: (Core)	The spot selling rate of [INSERT THE RELEVANT FOREIGN CURRENCY/CURRENCIES] relative to the dollar used by [INSERT THE RELEVANT FINANCIAL INSTITUTION] .	
Item 5 (clause 7.4)	Bank Guarantee for Mobilisation Payment: (RFT Core)	Mobilisation Security Amount:	(INSERT \$ AMOUNT BEING 50% OF THE MOBILISATION PAYMENT)
		Mobilisation Security Date:	(INSERT DATE)
Item 6		Performance Security Amount:	\$(INSERT AMOUNT)

Item	Information				
(clause 7.5)	Bank Guarantee for Performance: (RFT Core)	Performance Security Date:	[INSERT DATE AFTER THE EFFECTIVE DATE]		
		Release Event:	[INSERT EVENT THAT WILL LEAD TO RELEASE OF PERFORMANCE SECURITY BY THE COMMONWEALTH]		
Item 7 (clause 7.7)	Deed of Guarantee and Indemnity: (RFT Core)	<input type="checkbox"/> Yes / <input type="checkbox"/> No			
		Guarantor: (INSERT NAME)			
Item 8 (clause 7.11)	Incentive Payment: (Optional)	[INSERT MAXIMUM AMOUNT PAYABLE]			
Item 9 (clause 7.13)	GST Agent: (RFT Core)	Name:	(INSERT NAME)	ABN:	(INSERT ABN)
		Address:	(INSERT ADDRESS)		
		Fax:	(INSERT FAX NUMBER)		
		Email:	(INSERT EMAIL ADDRESS)		
Item 10 (clause 8.1.1)	Defect Notification Period: (Core)	From the Effective Date until [INSERT PERIOD] after expiry or earlier termination of the Contract.			
Item 11 (clause 8.2.1)	Defect Rectification Period: (Core)	<p>If the Defect is a Latent Defect, the period of [INSERT PERIOD] after Acceptance of the Supplies (or if the Contract does not provide for Acceptance of the relevant Supplies, Final Acceptance).</p> <p>If the Defect is not a Latent Defect, the period of [INSERT PERIOD] after Acceptance of the Supplies (or if the Contract does not provide for Acceptance of the relevant Supplies, Final Acceptance) or such other period determined in accordance with clause 8.2.6.</p>			
Item 12 (clause 9.1)	Approved Contractor Insurance Program Status: (Core)	<input type="checkbox"/> Yes / <input type="checkbox"/> No			
Note to drafters: Delete insurance policies if they do not apply.	Limits of indemnity for required insurances: (Core)	Public liability: (clause 9.1.4a)	[\$ [INSERT AMOUNT]] million		
		Products liability: (clause 9.1.4b)	[\$ [INSERT AMOUNT]] million		
		Public and products liability tangible property sublimit: (clause 9.1.4c)	[\$ [INSERT AMOUNT]] million		
		Professional indemnity: (clause 9.1.5)	[\$ [INSERT AMOUNT]] million		
		Industrial special risks business interruption period:	[INSERT NUMBER] weeks		

Item	Information		
		(clause 9.1.6b)	
		Motor vehicle insurance: (clause 9.1.8b)	\$[INSERT AMOUNT] million
		Aviation liability: (clause 9.1.10a)	\$[INSERT AMOUNT] million
		Aviation products liability: (clause 9.1.10b)	\$[INSERT AMOUNT] million
		Aviation liability tangible property sublimit: (clause 9.1.10e)	\$[INSERT AMOUNT] million
		Hangarkeepers: (clause 9.1.11)	\$[INSERT AMOUNT] million
		Marine liability: (clause 9.1.13)	\$[INSERT AMOUNT] million
		Marine liability tangible property sublimit: (clause 9.1.13c)	\$[INSERT AMOUNT] million
		Ship builders: (clause 9.1.14)	\$[INSERT AMOUNT] million
		Cyber (clause 9.1.15)	\$[INSERT AMOUNT] million
		Contract works advanced consequential loss period: (clause 9.1.16b)	[INSERT NUMBER] weeks
Item 13 (clause 10.10.1)	Limitation Amount: (Core)	Loss of or damage to Defence property (other than Supplies): (clause 10.10.1a)	\$[INSERT AMOUNT] million
		Liquidated Damages: (clause 10.10.1b)	\$[INSERT AMOUNT] million
		Loss of or damage to Supplies (including loss of use of Supplies), and Losses other than those referred to in	\$[INSERT AMOUNT] million

Item	Information		
		clauses 10.10.1a and 10.10.1b: (clause 10.10.1c)	
Item 14 (clause 10.10.3)	Overall Limitation Amount: (Optional)	Loss of any kind:	[\$[INSERT AMOUNT]] million
Item 15 (clause 10.11)	Renegotiation Threshold: (Core)	[INSERT \$ AMOUNT OR % OF THE CONTRACT PRICE]	
Item 16 (clause 11.9.3a)	Approved Subcontractor Threshold: (Core)	[INSERT \$ AMOUNT OR % OF THE CONTRACT PRICE]	
Item 17 (clause 11.10)	Defence Security: (Core)	Security classification of information, assets and work to be performed under the Contract: (clause 11.10.3)	[INSERT CLASSIFICATION]
		Personnel security clearance: (clause 11.10.3b)	[INSERT CLASSIFICATION]
		DISP membership required: (clause 11.10.4 or 11.10.5) Note to Drafters: Delete DISP Governance Level, DISP Personnel Security Level, DISP Physical Security Level and DISP Information / Cyber Security Level if DISP membership is not required.	<input type="checkbox"/> Yes / <input type="checkbox"/> No
		DISP Governance Level:	[INSERT LEVEL]
		Note to Drafters: In accordance with Control 16.1 of the DSPF, the DISP membership level required for the Governance element must equal the highest DISP membership level	[INSERT SPECIFIC DETAILS IF REQUIRED]

Item	Information
	<div> <div>required for the other elements.</div> <div> <div>DISP Personnel Security Level:</div> <div>[INSERT LEVEL]</div> <div>[INSERT SPECIFIC DETAILS IF REQUIRED]</div> </div> <div> <div>DISP Physical Security Level:</div> <div>[INSERT LEVEL]</div> <div>[INSERT SPECIFIC DETAILS IF REQUIRED]</div> </div> <div> <div>DISP Information / Cyber Security Level:</div> <div>[INSERT LEVEL]</div> <div>[INSERT SPECIFIC DETAILS IF REQUIRED]</div> </div> <div> <div>Security Classification and Categorisation Guide included: (clause 11.10.7)</div> <div><input type="checkbox"/> Yes / <input type="checkbox"/> No</div> </div> <div> <div>COMSEC material: (clause 11.10.9 and 11.10.10)</div> <div><input type="checkbox"/> Yes / <input type="checkbox"/> No</div> </div> <div> <div><input type="checkbox"/> transmitted in Australia</div> <div><input type="checkbox"/> transmitted overseas</div> </div> </div>
Item 18 (clause 12.1)	Governing Law: (Core) [INSERT RELEVANT STATE OR TERRITORY]
Item 19 (clause 13.1.4)	Management Representatives (position): (Core) Commonwealth: (INSERT DETAILS) Contractor: (INSERT DETAILS)
Item 20 (clause 13.1.5)	Senior Representatives (position): (Core) Commonwealth: (INSERT DETAILS) Contractor: (INSERT DETAILS)

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1 CONTRACT FRAMEWORK

1.1 Definitions (Core)

- 1.1.1 In the Contract, unless the contrary intention appears, words, abbreviations and acronyms have the meanings given to them in the Details Schedule, or by the Glossary at Attachment M. The Glossary also contains definitions of WBS elements, a list of documents referred to in the Contract and details of the version that is applicable to the Contract.

1.2 Interpretation (Core)

- 1.2.1 In the Contract, unless the contrary intention appears:
- a. headings are for the purpose of convenient reference only and do not form part of the Contract;
 - b. the singular includes the plural and vice-versa;
 - c. a reference to one gender includes any other;
 - d. a reference to a person includes a body politic, body corporate or a partnership;
 - e. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the end of the next Working Day;
 - f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
 - g. a reference to a clause includes a reference to a subclause of that clause;
 - h. a reference to a "dollar", "\$", "\$A" or "AUD" means the Australian dollar;
 - i. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the Effective Date specified in the Details Schedule, or alternatively, a reference to another version of the document if agreed in writing between the parties;
 - j. the word "includes" in any form is not a word of limitation;
 - k. a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of the Contract; and
 - l. a provision stating that a party "may" agree or consent to something, approve or reject something, or take or decline to take an action, means that the party may exercise its discretion in deciding whether or not to do so, and may impose conditions on any such agreement, consent or approval.

1.3 Objectives (Core)

- 1.3.1 The objectives of the parties in entering into the Contract are:
- a. to ensure that, for the payments provided for under the Contract, the Contractor delivers the Supplies on time, on budget and to the required safety, quality and capability, in accordance with the Contract;
 - b. to provide materiel elements and associated services, Intellectual Property (IP) rights, Technical Data (TD), know-how and know-why, which enable an effective Capability that:
 - (i) achieves the ADF's mission(s) for the Capability, as set out in the Contract;
 - (ii) achieves Defence's Sovereignty needs, including providing the Commonwealth with the capability to have enduring sovereign control over the operation and sustainment of the Mission System; and
 - (iii) ensures Materiel Safety, achieves Environmental Outcomes, and complies with, and enables the Commonwealth to comply with, all applicable environmental and safety laws and related regulatory requirements,

(collectively, the '**ADF Capability Objectives**');)

c. to:

- (i) within the context of clause 1.3.1d, identify and pursue opportunities to maximise the participation of Australian Entities in the performance of the Contract;
- (ii) facilitate the creation, enhancement and/or maintenance of Industry Capabilities within Australia and New Zealand to satisfy the Contract requirements, achieve the ADF Capability Objectives, and support government's and Defence's goals for Australian Industry, as set out in Defence industry policy; and
- (iii) ensure that Australian Industry has the necessary technology, IP rights, TD, know-how and know-why to participate in future development and sustainment work in relation to the Materiel System,

(collectively, the '**Australian Industry Capability (AIC) Objectives**');)

- d. to obtain value for money for the Commonwealth on a whole-of-life basis in relation to the Supplies in accordance with the Commonwealth Procurement Rules (CPRs), including through minimising Life Cycle Cost for the Materiel System as required by the Contract;
- e. to obtain for the Contractor as a commercial entity a reasonable return on its investment when it performs the Contract efficiently and successfully, being a return that appropriately reflects properly managed risks involved in the performance of the Contract;
- f. for each party to perform their respective obligations under the Contract with full commitment to fostering trust, cooperation and collaboration, including by:
 - (i) communicating openly and honestly and in a timely manner;
 - (ii) sharing information to support effective decision making and using information shared for positive outcomes;
 - (iii) working together respectfully, productively and in a timely manner to achieve best for Capability outcomes;
 - (iv) taking accountability and delivering on commitments;
 - (v) assigning personnel with the requisite capability and capacity for collaborative working;
 - (vi) providing proactive, cooperative and flexible support when challenges arise; and
 - (vii) accepting and respecting decisions once made; and
- g. **[INSERT PROJECT SPECIFIC OBJECTIVES IF ANY].**

1.3.2 Without in any way affecting or overriding the other terms of the Contract, each party agrees to perform its obligations and enforce its rights under the Contract having regard to, and with the aim of, achieving the objectives described in clause 1.3.1.

1.4 Effective Date (Core)

1.4.1 The Contract commences on the Effective Date specified in the Details Schedule.

1.5 Entire Agreement (Core)

1.5.1 To the extent permitted by law, the Contract represents the parties' entire agreement in relation to the subject matter of the Contract and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

1.6 Precedence of Documents (Core)

1.6.1 If there is any inconsistency between parts of the Contract, a descending order of precedence shall be accorded to:

- a. the COC (including the Details Schedule) and the Glossary (other than the referenced documents in the Glossary);
- b. the SOW and its annexes;
- c. the attachments other than the SOW and the Glossary; and
- d. any document incorporated by express reference or otherwise referenced as part of the Contract,

so that the provision in the higher ranked document, to the extent of the inconsistency, shall prevail.

1.7 Contracted Requirement (Core)

- 1.7.1 The Contractor shall, for the Contract Price and any other payment required under the Contract, provide the Supplies and comply with all of its other obligations under the Contract.

1.8 Option for Further Quantities and Optional Extras (Optional)

- 1.8.1 The Contractor grants the Commonwealth the option to purchase additional quantities of Supplies and optional extras as set out in Annex D to Attachment B, at any time prior to the Option Date specified in the Details Schedule. The option shall be subject to the terms of the Contract, including those detailed in Annex D to Attachment B.
- 1.8.2 The Commonwealth may exercise the option by giving a notice to the Contractor identifying the optional extras or quantity and type of additional quantities of Supplies (as appropriate) to be purchased. The Contractor shall, within 30 days after receipt of the notice, submit a CCP in accordance with clause 11.1 to give effect to the exercise of the option.

2 CONTRACT GOVERNANCE

2.1 Representatives (Core)

- 2.1.1 The Commonwealth Representative is responsible for managing the Contract on behalf of the Commonwealth.
- 2.1.2 The Contractor shall comply with the reasonable directions of the Commonwealth Representative made within the scope of the Contract.
- 2.1.3 The parties may discuss the effect of a direction on the Contractor, including through the Contract Governance Framework set out in Attachment P. If the parties agree that the direction is not consistent with clause 2.1.2, the Contractor may submit a CCP to give effect to the direction.
- 2.1.4 If given orally, a direction shall be confirmed in writing by the Commonwealth Representative within 10 Working Days. Unless otherwise specified in the Contract, the Commonwealth Representative has no authority to waive any provision of, or release the Contractor from, its obligations under the Contract except in accordance with clause 11.1 or clause 8.4 of the SOW.
- 2.1.5 The Contractor Representative has the authority to represent the Contractor for the purposes of the Contract.
- 2.1.6 The Commonwealth Representative or the Contractor Representative:
- a. shall advise of a change in representative; and
 - b. may delegate their functions under the Contract, or authorise another person on their behalf to carry out their functions under the Contract,
- by giving a notice to the other party (including updated Notice Details specified in the Details Schedule, and the scope of the delegation or authorisation, as applicable).
- 2.1.7 Unless authorised by the Contract, any work performed or cost incurred by the Contractor in response to a communication from the Commonwealth Representative is at the Contractor's sole risk.

2.2 Notices (Core)

- 2.2.1 Unless the contrary intention appears, any notice under the Contract shall be effective if it is in writing and sent from and delivered to the Commonwealth Representative or Contractor Representative, as the case may be, in accordance with the Notice Details specified in the Details Schedule.
- 2.2.2 A notice given in accordance with this clause 2.2 is deemed to be delivered:
- a. if hand delivered, when received at the address;
 - b. if sent by pre-paid post, in three Working Days when sent within Australia and in eight Working Days when sent by air mail from one country to another; or
 - c. if sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the recipient,
- but if the receipt, transmission or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is taken to be received at 9.00am (recipient's local time) on the next Working Day.

2.3 Governance Framework (Core)

- 2.3.1 The Commonwealth and the Contractor shall manage their Contract relationship, and oversee and manage their respective performance of the Contract, in accordance with the Contract Governance Framework set out in Attachment P.

3 PRODUCTION OF THE SUPPLIES**3.1 Language and Measurement (Core)**

- 3.1.1 All information delivered as part of the Supplies under the Contract shall be written in English. If such documentation is a translation into the English language, the translation shall be accurate and free from ambiguity.
- 3.1.2 Measurements of physical quantity shall be in Australian legal units as prescribed under the *National Measurement Act 1960* (Cth), or, if Supplies are imported, units of measurement as agreed in writing by the Commonwealth Representative.

3.2 Standards of Work and Conformity (Core)

- 3.2.1 The Contractor shall:
- a. carry out its work under the Contract (including designing, developing, manufacturing, constructing, installing, integrating and testing the Supplies, and providing services):
 - (i) in accordance with the standards specified in the Contract and all applicable laws; and
 - (ii) otherwise in accordance with good industry practice;
 - b. ensure that the Supplies conform to the requirements of the Contract; and
 - c. ensure that the Supplies are compatible with and do not restrict the performance of, or adversely affect, other equipment specified or referred to in the Contract that will, or may, be used with the Supplies.
- 3.2.2 For the purpose of this clause, "good industry practice" means practices, methods and standards that would reasonably be expected from professional and experienced contractors in the relevant industry undertaking the same type of work as the Contractor in the same or similar circumstances.

3.3 Fitness for Purpose (Core)

- 3.3.1 The Contractor shall ensure that the Supplies are fit for the purposes provided for in the Contract, except to the extent that the failure of the Supplies to be fit for purpose results from a Commonwealth Default.

3.4 Authorisations (Core)

- 3.4.1 The Contractor shall, and shall ensure that its Subcontractors:
- obtain and maintain in full force all Authorisations (other than Export Approvals);
 - take all reasonable steps to obtain and maintain in full force all Export Approvals;
 - provide a copy of any Authorisations to the Commonwealth within five Working Days after request by the Commonwealth; and
 - ensure that all work under the Contract is performed and the Supplies are provided in accordance with all Authorisations.
- 3.4.2 The Contractor shall notify the Commonwealth Representative within five Working Days after receiving notification that an Authorisation is refused, revoked or qualified.
- 3.4.3 The Contractor shall notify the Commonwealth Representative within five Working Days after:
- the application for an Export Approval; or
 - the grant of, or a new requirement for, an Export Approval.
- 3.4.4 The Commonwealth shall, on request by the Contractor, give the Contractor all assistance reasonably required to facilitate the provision of an Export Approval, including the provision of a certificate by the Commonwealth as to the end use of the Supplies.
- 3.4.5 The Commonwealth shall take all reasonable steps to ensure that the provision and use of GFM under the Contract is permitted under all applicable Export Approvals.
- 3.4.6 The Contractor shall, on request by the Commonwealth, give the Commonwealth all assistance reasonably required to ensure that the provision and use of GFM under the Contract is permitted under all applicable Export Approvals.
- 3.4.7 If a party becomes aware of a breach of an Export Approval, it shall promptly notify the other party and co-operate with any investigation or disclosure to the relevant government authorities in relation to the breach.

3.5 Imported Supplies and Customs Entry (Core)

- 3.5.1 The Contractor shall arrange customs entry and the payment of any customs duty applicable to the Supplies at no additional cost to the Commonwealth, except as provided in this clause 3.5.
- 3.5.2 The Contractor shall give the Commonwealth Representative a notice, including supporting evidence, of any variation to the rate of customs duty applicable to the Supplies between the Base Date specified in the Details Schedule and the relevant date of entry and:
- in the case of an increase, the Contractor may claim reimbursement of an amount equivalent to the extra customs duty payable as a consequence of the increase; or
 - in the case of a decrease, the Commonwealth may elect to recover under clause 13.6 an amount equivalent to the reduction in the customs duty payable as a consequence of the decrease. No amount shall be owing to the Commonwealth under this clause 3.5.2 until the Commonwealth elects to recover the amount.
- 3.5.3 The Commonwealth shall not be liable to reimburse the Contractor for any fine or penalty incurred by the Contractor under any Australian customs, excise or duty legislation applicable to the importation of the Supplies.

3.6 Personnel (Core)

- 3.6.1 The Commonwealth may give a notice, including reasons, directing the Contractor to remove specified Contractor Personnel from work in respect of the Contract if, in the Commonwealth Representative's reasonable opinion, for reasons relating to WHS, security, equity and diversity, workplace gender equality, probity or the relationship between the Commonwealth and the Contractor.
- 3.6.2 If the Commonwealth gives the Contractor a notice under clause 3.6.1, the Contractor shall (or shall ensure that the relevant Subcontractor shall) remove the Contractor Personnel from work in respect of the Contract.

3.7 Key Persons (Optional)

Note to drafters: Key Persons are those individuals named in the Approved PMP for the corresponding Key Staff Position in accordance with clause 3.4 of the SOW.

- 3.7.1 The Contractor shall ensure that each person named in the Approved Project Management Plan is appointed to the Key Staff Position nominated for the person by the date specified in the Approved Project Management Plan, and that each vacancy is filled as soon as practicable by a person accepted under this clause 3.7.
- 3.7.2 If the Contractor becomes aware that a Key Person will or may become unavailable to fill the relevant Key Staff Position for a period of four consecutive weeks or more, the Contractor shall:
 - a. promptly notify the Commonwealth of the impending unavailability; and
 - b. as soon as practicable, nominate a replacement with comparable experience, skills and expertise.
- 3.7.3 Without limiting clause 3.6.1, the Commonwealth may give a notice, including reasons, directing the Contractor to remove a Key Person from the relevant Key Staff Position occupied by the person, if in the Commonwealth Representative's reasonable opinion the Key Person is unable to perform the work required of them under the Contract for reasons of incapacity or incompetence.
- 3.7.4 If the Commonwealth gives the Contractor a notice under clause 3.6.1 or 3.7.3 in respect of a Key Person, the Contractor shall (or shall ensure that the relevant Subcontractor shall):
 - a. within the period specified in the notice, remove the Key Person from the relevant Key Staff Position; and
 - b. as soon as practicable, nominate a replacement with comparable experience, skills and expertise.
- 3.7.5 For any person nominated as a Key Person or to replace a Key Person, the Contractor shall give the Commonwealth the documentation required by clause 3.4 of the SOW.
- 3.7.6 The Commonwealth shall notify the Contractor within 10 Working Days after receiving the documentation referred to in clause 3.6.5 whether or not a nomination has been accepted (including reasons if the nomination is rejected). The Commonwealth shall act reasonably in determining whether to accept or reject the nomination. If the Commonwealth notifies the Contractor that a nomination is rejected, the Contractor shall promptly nominate another person to replace the person.
- 3.7.7 The Contractor shall not be entitled to postponement of a date for delivery of Supplies or a Milestone Date under clause 6.3 as a result of:
 - a. any obligation of the Contractor to remove or replace a person under clause 3.6 or this clause 3.7 or any failure by the Contractor to provide a replacement person; or
 - b. the exercise by the Commonwealth of any right under the clause 3.6 or this clause 3.7.
- 3.7.8 If the Contractor is required to replace any Key Person under this clause and a replacement person satisfactory to the Commonwealth is not accepted within three months after the Commonwealth first receives or provides notice under clause 3.7.2 or clause 3.7.3, the Commonwealth may give the Contractor a Default Notice in accordance with clause 13.3.

3.8 GFM – Provision and Management (RFT Core)

Note to drafters: Clause 3.8 of the conditions of contract and clause 3.12 of the SOW are optional but interdependent and must be inserted, amended or omitted as a package.

- 3.8.1 The Commonwealth shall deliver or provide access to, and the Contractor shall manage, GFM in accordance with the Contract.
- 3.8.2 The Commonwealth shall notify the Contractor of any known damage, defect or deficiency in the GFM.
- 3.8.3 The Contractor acknowledges and agrees that:

- a. the Commonwealth's obligations to provide GFM on the dates or at the times described in Attachment E is subject to the Contractor delivering the Supplies in accordance with clause 6.1.1; and
 - b. any delay of the Contractor in meeting its obligations under the Contract may result in the Commonwealth not being able to provide GFM at the time the Contractor requires delivery of or access to that GFM.
- 3.8.4 Subject to the Commonwealth's rights under the Contract, if at any time the Contractor requires a change to the timing of delivery or access to GFM, the Commonwealth shall use reasonable endeavours to accommodate such change.
- 3.8.5 To avoid doubt, clause 3.8.4 does not require the Commonwealth to remove GFM from operational requirements, amend any other contracts, incur any additional costs or provide the Contractor with GFM allocated to or available for other contracts.
- 3.8.6 The Contractor shall not be entitled to postponement of a date for delivery of Supplies or a Milestone Date, or to postponement costs, on the basis of any failure by the Commonwealth to deliver or provide access to GFM in accordance with any changed requirement under clause 3.7.4, except to the extent that the requirement for the change resulted from an event or circumstance in respect of which the Contractor was entitled to postponement in accordance with clause 6.3.
- 3.8.7 The Contractor shall ensure that the GFM does not adversely impact on the production, delivery or functionality of Supplies.

Option: For when GFI is to be provided.

- 3.8.8 The parties acknowledge that the GFI is not furnished to the Contractor for the purpose of either directing or guiding the Contractor's task under the Contract. The Commonwealth does not warrant the suitability of such GFI for any particular use or application, nor does the Commonwealth warrant the accuracy or precision of the GFI.
- 3.8.9 Except as otherwise provided in this clause 3.8, the Contractor shall be responsible for the application or use of the GFI and any conclusions, assumptions or interpretations made by the Contractor on the basis of the GFI, or its application or use of them.

Option: For use if the Contract includes GFD or Commonwealth Mandated GFM.

Note to Drafters: Data should only be furnished to the Contractor as GFD where it is required for the performance of the Contract, and can only be provided to the Contractor by the Commonwealth and cannot be independently verified by the Contractor.

- 3.8.10 The Commonwealth shall ensure that each item of GFD and Commonwealth Mandated GFM is fit for the purpose provided for in Attachment E in respect of that item, except to the extent that the failure of the item to be fit for the relevant purpose results from:
 - a. a Defect that was present in the item when it was provided to the Commonwealth by or through the Contractor or a Related Body Corporate of the Contractor, whether under the Contract or another contract; or
 - b. a Contractor Default.

3.9 Government Furnished Facilities (Optional)

Note to drafters: Use clause 3.8 if there is to be a licence of GFF to the Contractor. If there is not to be a licence of GFF, mark clause 3.8 "Not Used".

All necessary approvals under the Lands Acquisition Act 1989 (Cth) (LAA) to grant a licence of GFF must be obtained before the Contract is signed. Failure to obtain the necessary LAA approvals before then will breach the LAA.

Drafters must engage with Directorate of Licensing and Leasing (DELL), Infrastructure Division, Security and Estate Group (SEG) when entering into a Contract that will licence GFF to the Contractor.

3.9.1 The Commonwealth grants to the Contractor a non-exclusive licence to occupy and use the GFF on the terms set out in Attachment O.

3.9.2 Each party shall comply with its obligations under Attachment O and the SOW.

3.10 Commonwealth Property (Core)

3.10.1 The Contractor acknowledges that GFM and any other Commonwealth Property provided to or used by the Contractor or a Subcontractor for the purposes of the Contract, remains the property of the Commonwealth.

3.10.2 The Commonwealth retains the right to identify Commonwealth Property as its property and the Contractor shall preserve any means of identification.

3.10.3 The Contractor shall only use Commonwealth Property:

- a. for the purposes of the Contract;
- b. in a manner consistent with any applicable requirements for the Commonwealth Property, including as set out in the SOW; and
- c. for the purposes for which the Commonwealth Property was designed, manufactured or constructed or otherwise as expressly permitted or required by any prior written Approval of the Commonwealth Representative.

3.10.4 The Contractor shall not, without the prior written approval of the Commonwealth Representative, do any of the following:

- a. modify Commonwealth Property;
 - b. move Commonwealth Property from the location to which it was delivered (except to return the property to the Commonwealth); and
 - c. transfer possession or control of Commonwealth Property to any other person,
- except to the extent reasonably necessary to enable the Contractor to satisfy an express requirement of the Contract.

3.10.5 The Contractor shall not, without the prior written approval of the Commonwealth Representative, create or allow to be created any Security Interest over any Commonwealth Property.

3.10.6 The Contractor shall return all items of Commonwealth Property (including GFM) that are required to be returned to the Commonwealth in accordance with the SOW, Attachment O or as otherwise directed by the Commonwealth Representative.

3.10.7 The Contractor acknowledges that it may be provided with the ability to access Commonwealth-held information in connection with its performance of the Contract, including through access to Commonwealth information technology systems. The Contractor shall not access or use Commonwealth-held information except to the extent strictly required for the performance of the Contractor's obligations under the Contract.

3.10.8 Without limiting the Contractor's obligations with respect to Commonwealth Property as set out in the SOW and Attachment O, the Contractor shall notify the Commonwealth Representative within five Working Days after becoming aware of any material loss or damage to, or any material defect in, any Commonwealth Property provided to, or used by, the Contractor or a Subcontractor for the purposes of the Contract.

3.11 Government Furnished Services (Optional)

Note to drafters: GFS may apply for Defence information system use. Refer to Attachment E.

- 3.11.1 The Commonwealth shall provide the GFS, and the Contractor shall coordinate the provision of GFS, in accordance with the Contract.
- 3.11.2 If the Commonwealth fails to provide the GFS on the dates set out in Attachment E, the Contractor may make a claim for postponement, except to the extent that the failure to provide the GFS was caused by a Contractor Default. The process for submission and consideration of the claim shall be undertaken, and any rights of the Contractor determined, in accordance with clauses 6.2 and 6.3.

Option: For when the Commonwealth mandates GFS.

- 3.11.3 The Commonwealth shall ensure that the Commonwealth Mandated GFS is fit for its intended purpose (being the purpose specified in respect of the GFS in Attachment E) except to the extent that the failure of the GFS to be fit for the relevant purpose results from:
- a. any deficiency or other non-compliance in the GFS when it was provided to the Commonwealth, by the Contractor or a Related Body Corporate of the Contractor (whether under the Contract or another contract); or
 - b. a Contractor Default.
- 3.11.4 If the Contractor becomes aware of a deficiency or other issue that may result in the GFS not being fit for its intended purpose, the Contractor shall, as soon as reasonably practicable, notify the Commonwealth of the deficiency or issue.

4 AUSTRALIAN INDUSTRY CAPABILITY

4.1 General AIC Requirements (Core)

- 4.1.1 The Contractor shall:
- a. comply with the AIC Obligations;
 - b. comply with the Approved AIC Plan; and
 - c. ensure that the AIC Subcontractors comply with their respective AIC Subcontractor Obligations.
- 4.1.2 The Contractor acknowledges and agrees that it is of critical importance to the Commonwealth that the Contractor complies with its AIC Obligations and that the Contractor ensures the involvement of Australian Industry in the provision of the Supplies as required by the Contract.
- 4.1.3 The Contractor shall undertake the required activities to comply with the AIC Obligations. Without limiting the AIC Obligations, and with the aim of achieving the AIC Objectives, the Contractor shall continually:
- a. identify and promote opportunities for enhancing the quality of Australian Industry participation in the performance of the Contract, particularly in relation to developing, enhancing and maintaining Industrial Capabilities;
 - b. monitor and explore opportunities for the increased involvement of Australian Industry in the performance of the Contract; and
 - c. liaise with the Commonwealth in relation to AIC in the performance of the Contract and reporting on its performance of the AIC Obligations in accordance with the SOW.
- 4.1.4 Where the Contractor fails to comply with any AIC Obligation, or anticipates that it is likely to fail to comply with any AIC Obligation, it shall notify the Commonwealth Representative in writing as soon as reasonably practicable.
- 4.1.5 The Contractor acknowledges and agrees that:
- a. compliance with the AIC Obligations shall not relieve the Contractor from its liabilities or other obligations under the Contract;

- b. Acceptance of the Supplies shall not relieve the Contractor from complying with its AIC Obligations; and
- c. the public AIC Plan section of the Approved AIC Plan will be made publicly available on a Commonwealth internet website.

4.2 Essential AIC Obligations (Core)

- 4.2.1 The Contractor shall:
- a. comply with the obligations under the Contract (including in Attachment F and clause 10 of the SOW) in relation to the Australian Industry Activities; and
 - b. in respect of each ACE Measurement Point, ensure that the Achieved ACE Percentage is equal to or greater than the Prescribed ACE Percentage for that ACE Measurement Point.

4.3 Independent AIC Audit Program (Core)

- 4.3.1 Without limiting the Commonwealth's rights under clause 11.7, the Contractor acknowledges and agrees that the Contractor's compliance with its AIC Obligations and an AIC Subcontractor's compliance with its AIC Subcontractor Obligations may be audited as part of the Independent AIC Audit Program.
- 4.3.2 Each person conducting an audit under the Independent AIC Audit Program is a person authorised by the Commonwealth Representative for the purposes of clause 11.7 of the Contract.

4.4 AIC Remediation (Core)

- 4.4.1 Without limiting the Commonwealth's other rights and remedies under the Contract or at law, if, at any time, the Commonwealth Representative considers on reasonable grounds (including having regard to the outcomes of any audit including an audit under the Independent AIC Audit Program) that:
- a. the Contractor has failed to comply with, or is likely to fail to comply with, an AIC Obligation; or
 - b. an AIC Subcontractor has failed to comply with, or is likely to fail to comply with, an AIC Subcontractor Obligation,
- the Commonwealth Representative may, by notice to the Contractor, require the Contractor to develop and deliver an AIC Remediation Plan in accordance with CDRL Line Number AIC-160 ('**AIC Remediation Plan**').
- 4.4.2 The Contractor shall ensure that the Approved AIC Remediation Plan and the steps taken to implement an Approved AIC Remediation Plan:
- a. do not limit or affect the Contractor's ability to perform its obligations under the Contract; and
 - b. are not otherwise inconsistent with the Contract.
- 4.4.3 The date for submission of an AIC Remediation Plan for Approval by the Commonwealth Representative shall be agreed between the parties, or, if the parties cannot agree within 15 Working Days of the Commonwealth Representative's notice under clause 4.4.1, a reasonable period determined by the Commonwealth Representative.
- 4.4.4 Following the Commonwealth's Approval of the AIC Remediation Plan, the Contractor shall comply with the Approved AIC Remediation Plan.
- 4.4.5 The Approved AIC Remediation Plan does not limit or affect the Contractor's obligations under the Contract including the AIC Obligations.

4.5 AIC Remedies (Core)

- 4.5.1 The Contractor acknowledges and agrees that:

- a. the Commonwealth may suffer loss or damage if the Contractor fails to comply with any AIC Obligation, an AIC Subcontractor fails to comply with any AIC Subcontractor Obligation or the Contractor fails to comply with an Approved AIC Remediation Plan;
 - b. damages may not be an adequate remedy for a failure of:
 - (i) the Contractor to comply with any AIC Obligation;
 - (ii) an AIC Subcontractor to comply with any AIC Subcontractor Obligation; or
 - (iii) the Contractor to comply with an Approved AIC Remediation Plan,
 and that remedies such as specific performance or injunctive relief may be sought by the Commonwealth;
 - c. the Essential AIC Obligations are each essential and fundamental terms of the Contract; and
 - d. the rights of the Commonwealth under this clause 4.5 are in addition to, and do not limit or affect, any other rights or remedies under the Contract or at law.
- 4.5.2 Without limiting clause 7.9.1a, the Commonwealth may suspend payment under clause 7.9.1b if:
- a. the Contractor does not develop and deliver an AIC Remediation Plan in accordance with clause 4.4.1 by the date being 15 Working Days after the date for submission determined in accordance with clause 4.4.3, for the period from that date until the AIC Remediation Plan is Approved;
 - b. the Commonwealth Representative does not Approve the AIC Remediation Plan developed and delivered by the Contractor under clause 4.4.1, for the period from the date being 15 Working Days after the date the Commonwealth Representative notifies the Contractor that the AIC Remediation Plan is not Approved until the AIC Remediation Plan is Approved; or
 - c. the Commonwealth Representative considers that the Contractor has not complied with the requirements of an Approved AIC Remediation Plan, for the period from the date being 15 Working Days after the date the Commonwealth Representative notifies the Contractor of the non-compliance until the Commonwealth is satisfied that the Contractor is complying with the requirements of the Approved AIC Remediation Plan.
- 4.5.3 The Commonwealth may give the Contractor a notice of termination for default under clause 13.2.1e if:
- a. an AIC Remediation Plan has not been Approved by the Commonwealth Representative within four months of the date for submission determined in accordance with clause 4.4.3;
 - b. the Contractor has not complied with the requirements of an Approved AIC Remediation Plan within three months of the Contractor being notified by the Commonwealth that the Contractor is not complying with the Approved AIC Remediation Plan; or
 - c. the Contractor commits a breach of an Essential AIC Obligation that, in the Commonwealth's opinion, is not capable of being remedied.

5 TECHNICAL DATA, SOFTWARE AND CONTRACT MATERIAL

Note to drafters: Ensure that the outcomes of the Commonwealth's TD Requirements Analysis (TDRA) align to the PES, OCD / Support Concept and FPS, and are accurately reflected in this clause 5 and the TDSR Schedule. Information for conducting a TDRA can be found in CASG Handbook (E&T) 12-2-003 Technical Data Management Handbook, which can be accessed at: • <http://modelpedia.dpe.protected.mil.au/PublishedWebsite/LatestFinal/5E812EBC-90FE-4E4C-9064-3810D9E9C084/Item/AC2783A0-E8CA-4479-BCE7-A1B7A6CF1D9A> Drafters should also refer to the ASDEFCON TD / IP Handbook to assist with understanding and tailoring this clause and the TDSR Schedule. These clauses have been drafted following Defence industry consultation and reflect an endorsed Defence corporate position. Changes to the clauses may

result in additional risk to the Commonwealth or a reduction in the Commonwealth's capacity to utilise TD, Software and Contract Material required to operate and support the Capability.

5.1 Ownership of Intellectual Property (IP) (Core)

Note to tenderers: *The Commonwealth's default position reflected in clause 5.1 is that the Contractor (or its nominee) will own all IP created under the Contract. However, under clause 5.1.3 an exception exists to enable the Commonwealth to own newly created IP in specific items of TD and Software that are identified in Annex C to the TDSR Schedule (i.e. Commonwealth TD and Commonwealth Software). The Commonwealth may require ownership of this TD and Software for reasons relating to national security and/or strategic interests associated with the program or a Capability's Life-of-Type requirements.*

Clause 5.1.3 states that the Commonwealth will own any new IP created under the Contract in relation to GFM (including new IP in updates or amendments to GFM), unless otherwise specified in Attachment E (e.g. where the Contractor owns the IP in GFM delivered to Defence under a separate contract). The Commonwealth's default position is that ownership of newly created IP created under a subcontract will be determined by the terms of the relevant Subcontract between the Contractor and Subcontractor. However, clause 5.1.3 states that the Contractor is obliged to ensure that the Commonwealth is assigned any IP created under a Subcontract in Commonwealth TD, Commonwealth Software and GFM, whether the IP is owned by the Subcontractor or the Contractor.

- 5.1.1 Nothing in the Contract affects the ownership of IP, except as expressly provided for in this clause 5.
- 5.1.2 Subject to the other provisions of this clause 5.1, the parties agree that all IP created under the Contract in respect of TD, Software or Contract Material, is assigned to the Contractor (or its nominee) immediately upon its creation.
- 5.1.3 The Contractor shall ensure that all IP created under the Contract or a Subcontract in respect of:
 - a. Commonwealth TD or Commonwealth Software; and
 - b. GFM (except as provided for in clause 5.1.4),
 is assigned to the Commonwealth (or its nominee) immediately upon its creation.
- 5.1.4 The parties agree that IP created under the Contract or a Subcontract in respect of GFM is not required to be assigned to the Commonwealth under clause 5.1.3 if:
 - a. the Contractor or a Subcontractor owns all of the IP in the GFM to be provided to it under the Contract; or
 - b. Attachment E specifies that the Contractor (or its nominee) is to own any IP created under the Contract or a Subcontract in respect of the GFM.

5.2 TD and Software (Core)

- 5.2.1 This clause 5.2 applies to all TD and Software delivered or required to be delivered to the Commonwealth or any other person under the Contract, other than:
 - a. Commercial TD or Commercial Software to which clause 5.3 applies;
 - b. Commonwealth TD or Commonwealth Software to the extent that clause 5.4 applies to that TD or Software; and
 - c. TD or Software in GFM where clause 5.5 applies to that GFM.
- 5.2.2 The Contractor grants to the Commonwealth (or shall ensure the Commonwealth is granted) a Licence in respect of all TD and all Software to which this clause 5.2 applies, to:
 - a. Use the TD or Software for any Defence Purpose; and
 - b. grant a Sublicence in accordance with clause 5.2.3 and clause 5.8 to Use the TD or Software.
- 5.2.3 The Commonwealth may grant a Sublicence in respect of all TD and all Software to which this clause 5.2 applies, to:

- a. a Commonwealth Service Provider to Use the TD or Software to enable the Commonwealth Service Provider to perform its obligations, functions or duties to the Commonwealth;
- b. any person to Use the TD or Software, or to grant a further sublicense to Use the TD or Software, to do any of the following:
 - (i) installing or configuring the Supplies;
 - (ii) physically integrating the Supplies with other systems;
 - (iii) operating or maintaining the Supplies;
 - (iv) rectifying any Defect in the Supplies where the Contractor has failed to comply with its obligations under clause 8.2 in relation to the Defect;
 - (v) undertaking training in relation to the Supplies;
 - (vi) removing or uninstalling the Supplies;
 - (vii) decommissioning or destroying the Supplies;
 - (viii) for the person to respond to a Request to be engaged for any of the above purposes; and
 - (ix) for any other purpose (including to modify and upgrade the Supplies) but subject to any restrictions specified in Annex A to the TDSR Schedule; and
- c. any person for a purpose referred to in clause 11.4.3.

5.3 Commercial TD and Commercial Software (Core)

- 5.3.1 This clause 5.3 applies to all Commercial TD and Commercial Software delivered or required to be delivered to the Commonwealth or any other person under the Contract.
- 5.3.2 The Contractor shall ensure that each Commercial Item (and related Commercial TD or Commercial Software) delivered or required to be delivered under the Contract is specified as a Key Commercial Item in Annex B to the TDSR Schedule, if the IP in the related Commercial TD or Commercial Software is owned by:
 - a. the Contractor;
 - b. an Approved Subcontractor; or
 - c. a Related Body Corporate of the Contractor,
 unless otherwise agreed by the Commonwealth in writing.
- 5.3.3 The Contractor shall ensure that the Commonwealth is granted a licence in respect of all Commercial TD and all Commercial Software to which this clause 5.3 applies, on the following terms:
 - a. for TD and Software relating to a Key Commercial Item, a licence to Use the TD or Software, or to grant a sublicense to any person to Use the TD or Software, to do any of the following
 - (i) installing or configuring the Supplies;
 - (ii) physically integrating the Supplies with other systems;
 - (iii) operating or maintaining the Supplies;
 - (iv) rectifying any Defect in the Supplies where the Contractor has failed to comply with its obligations under clause 8.2 in relation to the Defect;
 - (v) undertaking training in relation to the Supplies;
 - (vi) removing or uninstalling the Supplies;
 - (vii) decommissioning or destroying the Supplies; and
 - (viii) for the person to respond to a Request to be engaged for any of the above purposes,

- subject to any restrictions specified in Annex B to the TDSR Schedule for that item; and
- b. for all other TD and Software, on the best commercial terms available to the Contractor.
- 5.3.4 The Contractor shall ensure that any licence granted to the Commonwealth in respect of Commercial TD and Commercial Software under this clause 5.3 does not require the Commonwealth to pay a Royalty or other fee (not otherwise included in the Contract Price) unless the Commonwealth has agreed in writing to the payment.

5.4 Commonwealth TD and Commonwealth Software (Core)

Note to tenderers: This clause covers IP relating to Commonwealth TD and Commonwealth Software that is assigned to the Commonwealth under clause 5.1.3. If, in respect of any Commonwealth TD or Commonwealth Software, there also exists IP owned by the Contractor (or a Subcontractor), the Commonwealth's rights with respect to the Use and Sublicensing of that IP are covered under clause 5.2.

- 5.4.1 This clause 5.4 applies to all Commonwealth TD and Commonwealth Software delivered or required to be delivered to the Commonwealth or any other person under the Contract, to the extent that the IP in that TD or Software is assigned to the Commonwealth under clause 5.1.3.
- 5.4.2 The Commonwealth grants to the Contractor a non-exclusive, Royalty-free licence in respect of the Commonwealth TD and Commonwealth Software to the extent that this clause 5.4 applies to:
- Use the TD and Software for the purpose of enabling the Contractor to perform its obligations under the Contract;
 - grant a sublicense to a Subcontractor to Use the TD and Software for the purpose of enabling the Subcontractor to perform its obligations under the Subcontract; and
 - grant a sublicense to a person for a purpose referred to in clause 11.4.3,
- subject to any restrictions specified in Annex C to the TDSR Schedule or as otherwise notified by the Commonwealth.
- 5.4.3 The Contractor shall ensure that any IP in Commonwealth TD or Commonwealth Software not assigned to the Commonwealth under clause 5.1.3 is specified in Annex C to the TDSR Schedule and capable of being clearly distinguished from the IP assigned to the Commonwealth.

5.5 GFM Licence (Core)

- 5.5.1 This clause 5.5 applies to all TD or Software:
- in GFM; or
 - created under the Contract or a Subcontract in respect of GFM,
- except to the extent that IP in the TD or Software is owned by the Contractor or a Subcontractor.
- 5.5.2 The Commonwealth grants to the Contractor (or shall ensure the Contractor is granted), a non-exclusive, Royalty-free licence in respect of the TD or Software to the extent that this clause 5.5 applies to:
- Use the TD or Software for the purpose of enabling the Contractor to perform its obligations under the Contract;
 - grant a sublicense to a Subcontractor to Use the TD or Software for the purpose of enabling the Subcontractor to perform its obligations under the Subcontract; and
 - grant a sublicense to a person for a purpose referred to in clause 11.4.3,
- subject to any restrictions specified in Attachment E or as otherwise notified by the Commonwealth.
- 5.5.3 The licence under clause 5.5.2a (and any sublicense granted under clause 5.5.2b) expires upon the expiry or termination (whichever is the earlier) of the Contract or the relevant Subcontract (if any).

- 5.5.4 The Commonwealth shall ensure that any Export Approvals that apply to an item of GFM are specified in Attachment E.

5.6 Contract Material (Core)

- 5.6.1 The Contractor grants to the Commonwealth (or shall ensure the Commonwealth is granted) a Licence in respect of all Contract Material to:
- a. Use the Contract Material for any Defence Purpose; and
 - b. grant a Sublicence in accordance with clause 5.8 to:
 - (i) a Commonwealth Service Provider to Use the Contract Material to perform its obligations, functions or duties to the Commonwealth;
 - (ii) any person to Use the Contract Material, or to grant a further sublicence to Contract Material, provided that any related disclosure of Confidential Information in the Contract Material complies with clause 11.4.1d; and
 - (iii) any person for a purpose referred to in clause 11.4.3.

5.7 Contractor Sublicences (Core)

- 5.7.1 Without limiting any restrictions specified in Annex C to the TDSR Schedule, Attachment E or notified by the Commonwealth under clause 5.4.2 or 5.5.2, the Contractor's right to grant a sublicence under clauses 5.4.2b and 5.5.2b is subject to the following conditions:
- a. the sublicence shall include (as a minimum) the same restrictions on Use and sublicensing as are applicable to the Contractor;
 - b. the rights granted under the sublicence shall be limited to the rights that are reasonably necessary to enable the sublicensee to Use the TD or Software to efficiently perform its obligations, functions or duties to the Contractor;
 - c. the rights granted under the sublicence shall expire when no longer required for the purposes referred to in clauses 5.4.2b and 5.5.2b; and
 - d. any right of the sublicensee to grant a further sublicence shall be subject to the same conditions as set out in this clause 5.7.

5.8 Commonwealth Sublicences (Core)

- 5.8.1 The Commonwealth's right to grant a Sublicence to a person (in this clause 5.8, a "Sublicensee") in accordance with clause 5.2 or 5.6 is subject to the following conditions:
- a. the Sublicence shall include (as a minimum) the same restrictions on Use and sublicensing as are applicable to the Commonwealth;
 - b. the rights granted under the Sublicence shall be limited to the rights that are reasonably necessary to enable the Sublicensee to Use the TD, Software and Contract Material (as applicable) to efficiently perform its obligations, functions or duties to the Commonwealth or a Commonwealth Contractor;
 - c. the rights granted under the Sublicence shall expire when no longer required for the purposes referred to in clause 5.8.1b; and
 - d. any right of the Sublicensee to grant a further sublicence shall be subject to the same conditions as set out in this clause 5.8.

5.9 No Commercialisation (Core)

- 5.9.1 A Licence or Sublicence granted in accordance with this clause 5 does not permit the Commonwealth or its Sublicensee to Commercialise any IP in the TD, Software or Contract Material.
- 5.9.2 For the avoidance of doubt, clause 5.9.1 does not prevent the Commonwealth from granting a Sublicence in accordance with the rights granted in this clause 5 to a person for the purpose of the person providing goods or services to the Commonwealth for a Defence Purpose.

5.10 Failure to obtain IP rights (Core)

- 5.10.1 The Contractor shall promptly notify the Commonwealth if the Contractor considers it will be unable to comply with any of its obligations under this clause 5 in respect of IP (in this clause 5.10, an "IP Issue"), including if the Contractor is not able to ensure that the Commonwealth is:
- assigned any IP as required under clause 5.1.3;
 - granted rights to TD, Software or Contract Material as required by this clause 5; or
 - provided with an Approved Subcontractor Deed as required under clause 11.9.13.
- 5.10.2 The Contractor shall ensure that a notice under clause 5.10.1 includes details of:
- the relevant IP Issue, including the steps taken by the Contractor to ensure compliance with this clause 5 or to mitigate the effects of the IP Issue;
 - the Supplies (and related TD, Software or Contract Material) to which the IP Issue relates;
 - the rights that the Contractor is able to ensure are granted to the Commonwealth in respect of the relevant TD, Software or Contract Material; and
 - options available to remedy, or mitigate the effects of, the IP Issue.
- 5.10.3 If the Contractor gives a notice of an IP Issue, or the Commonwealth considers that an IP Issue has occurred, the Commonwealth may by notice to the Contractor, without limiting any of its other rights under the Contract do any one or more of the following:
- require that the Contractor:
 - use alternative goods or services, or obtain the goods or services from another supplier, to ensure that the Contractor complies with the requirements of this clause 5; or
 - modify the Supplies to the extent necessary to ensure that the Contractor complies with the requirements of this clause 5;
 - agree to waive a requirement of this clause 5 on such conditions as the Commonwealth may determine;
 - reduce the scope of the Contract to exclude the Supplies to which the IP Issue relates; or
 - require the Contractor to submit a CCP to amend the Contract to implement any of the actions required under this clause 5.10.3 or any other option to remedy the IP Issue, or mitigate the effects of the IP Issue.
- 5.10.4 The Contractor shall comply with a notice issued by the Commonwealth under clause 5.10.3.
- 5.10.5 Any notice issued by the Commonwealth under clause 5.10.3 is not an event or circumstance beyond the reasonable control of the Contractor for the purposes of clause 6.3.

5.11 TDSR Schedule (Core)

- 5.11.1 The Contractor shall take all reasonable steps (including by submitting a CCP in accordance with clause 11.1) to ensure the TDSR Schedule is up to date and contains an accurate description of all restrictions applicable to the Commonwealth's rights in respect of TD, Software and Contract Material, delivered or required to be delivered under the Contract.
- 5.11.2 The Commonwealth's rights in respect of TD, Software and Contract Material under this clause 5 are not subject to any restrictions, unless such restrictions are permitted under these Conditions of Contract and expressly set out in the TDSR Schedule.
- 5.11.3 Despite clause 11.4.1, the Commonwealth may disclose a restriction included in the TDSR Schedule to a person for the purposes of the Commonwealth exercising a right or complying with a restriction under this clause 5 or the TDSR Schedule.

5.12 TD and Software required to be delivered (Core)

- 5.12.1 The Contractor shall deliver all TD and Software required to be delivered under the Contract to the recipients at the times and locations, and in the manner, specified in the Contract.
- 5.12.2 Without limiting the Contractor's obligation under clause 5.12.1 (and subject to clause 5.12.3), if the Commonwealth is not specified as a recipient of any item of TD listed in the Approved Support System Technical Data List (SSTDL) or CDRL, or any item of Software listed in the Approved Software List, the Commonwealth may by notice to the Contractor require the delivery of the item to the Commonwealth.
- 5.12.3 The Contractor shall comply with a notice given under clause 5.12.2 unless compliance with the notice would be inconsistent with any restricted delivery requirements specified in Annex A to the TDSR Schedule.
- 5.12.4 If the time, location or manner of delivery of any item of TD or Software required to be delivered under the Contract is not specified in the Contract, the Contractor shall deliver the relevant item in accordance with a notice given by the Commonwealth.
- 5.12.5 The Commonwealth shall act reasonably when giving a notice under clause 5.12.2 or clause 5.12.4, including in relation to specifying a time for delivery of the item of TD or Software.
- 5.12.6 If the Contract is terminated (except under clause 13.4), the Contractor shall, within the period set out in the notice of termination (which shall be a reasonable period), deliver to the Commonwealth all TD and Software required to be delivered under the Contract, each in its then current state of development.
- 5.12.7 An obligation under this clause 5.12, or any other provision of the Contract that requires the Contractor to deliver TD or Software (other than under clause 5.12.6), includes an obligation to create, develop or acquire the TD or Software to enable the TD or Software to be delivered to the Commonwealth at the times and in the manner required under the Contract.
- 5.12.8 Any Approved data item derived from the MTDI and the Approved Software List do not operate to restrict the rights of the Commonwealth in respect of IP in any TD or Software under this clause 5 or otherwise under the Contract.
- 5.12.9 For the purposes of this clause 5, an item of TD, Software or Contract Material is not taken to have been delivered under the Contract if, at the time it is provided:
 - a. the Contractor identifies that the item is provided for the information of the Commonwealth only; and
 - b. the item is not otherwise required to be delivered under the Contract.

5.13 Electronic Delivery of TD, Software and Contract Material (Core)

- 5.13.1 If an item of TD, Software or Contract Material is permitted by the Contract to be delivered in electronic form to the Commonwealth, the item is deemed to have been delivered:
 - a. if the item is to be delivered by access to an information system of the Contractor – when all of the following requirements are met:
 - (i) the item is present in the information system;
 - (ii) the Commonwealth has been notified that the item is present in the information system; and
 - (iii) the item is accessible for use by the Commonwealth in accordance with the SOW; or
 - b. if the item is to be delivered by an electronic communication or by transfer into an information system nominated by the Commonwealth – when all of the following requirements are met:
 - (i) the electronic communication or transferred item enters the information system, unless the Contractor receives notification within one Working Day that the electronic communication or transfer has not been successful; and
 - (ii) the Commonwealth has been notified that the item has been successfully sent or transferred to the information system.

5.14 Markings (Core)

- 5.14.1 Where markings are used by the Contractor or a Subcontractor in relation to TD, Software or Contract Material, the Contractor:
- shall ensure that those markings accurately reflect the rights and obligations of the Commonwealth, the Contractor or any other person; and
 - acknowledges that the markings are not determinative as to the rights and obligations of the parties.

5.15 TD and Software Warranties (Core)

- 5.15.1 The Contractor warrants that:
- the TD listed in the Approved SSTDL and the Software listed in the Approved Software List shall include all TD and Software necessary to operate and support the Mission System and Support System Components and Training effectively and economically, in accordance with the operational and support concepts defined in the DOR;
 - the rights granted to the Commonwealth in accordance with clause 5 (including in relation to Commercial TD and Commercial Software), will not prevent the Materiel System from being used and supported as provided for in the Contract;
 - the rights granted to the Commonwealth in accordance with clause 5.3.3a in relation to a Key Commercial Item shall be on terms that are no less favourable than the best commercial terms available to the Contractor; and
 - the TD listed in the MTDI will enable the AIC Obligations to be met.
- 5.15.2 The Contractor warrants and shall ensure that:
- all Software delivered or required to be delivered to the Commonwealth under the Contract or a Subcontract is free from Malware, at the time of delivery to the Commonwealth; and
 - no Malware will be installed on the Supplies or any other Commonwealth system as a result of an act or omission of any of the Contractor Personnel.

5.16 Intellectual Property Warranties (Core)

- 5.16.1 The Contractor warrants and shall ensure that, in respect of any IP assigned or licensed to the Commonwealth under or in connection with this Contract, at all times:
- the relevant assignor or licensor (as applicable) has the right, title or authority to assign or license, and has been made aware of, the rights granted in respect of IP under this clause 5 or under an Approved Subcontractor Deed; and
 - the Contractor shall notify the Commonwealth if the Contractor becomes aware of any challenge, claim or proceeding referred to in clause 5.16.3 arising in respect of any IP after the relevant TD, Software or Contract Material is delivered to the Commonwealth.
- 5.16.2 If the Commonwealth, Commonwealth Personnel or a Sublicensee infringes the IP or any Moral Rights of any third party as a consequence of:
- an activity permitted or purportedly permitted by or under a licence or assignment of IP rights under or referred to in the Contract (including in clause 5); or
 - a failure by the Contractor to grant (or ensure the grant) of a licence or assign (or ensure the assignment) of IP rights under or referred to in the Contract (including in clause 5),
- the Contractor shall, without limiting the Contractor's obligations under clause 5, use its best endeavours to:
- modify the item in order to avoid continuing infringement and so that the Supplies meet the requirements of the Contract with the modified item;
 - procure at its own cost the rights or additional rights necessary to ensure that the Commonwealth, Commonwealth Personnel and Sublicensees are entitled to exercise the rights under clause 5 or an Approved Subcontractor Deed in respect of the item; or

- e. remove the item from the Supplies and modify the Supplies to the extent necessary to ensure that the Supplies meet the requirements of the Contract without the item.
- 5.16.3 The Contractor warrants and shall ensure that, in respect of any IP in any TD, Software or Contract Material delivered or required to be delivered under the Contract, and as at the time of delivery to the Commonwealth of the relevant TD, Software or Contract Material and after making diligent inquiries:
- a. the IP is licenced to, or owned by, the Commonwealth as required by this clause 5;
 - b. the Contractor has no notice of any challenge to the validity or enforceability of any of the IP and has no knowledge of any actual or threatened claim or proceeding in relation to any of the IP;
 - c. neither the Contractor, nor any Approved Subcontractor is engaged in litigation, arbitration or other proceedings in relation to any of the IP; and
 - d. there are no proceedings threatened by or against the Contractor or any Approved Subcontractor in relation to any of the IP and there is nothing that is likely to give rise to any such proceedings.
- 5.16.4 The warranty under clause 5.16.1 and the obligations under clause 5.16.2 do not apply to the extent that the infringement arises from a failure by the Commonwealth, Commonwealth Personnel or a Sublicensee to comply with a relevant restriction specified in the TDSR Schedule.

5.17 Patents, Registrable Designs and Circuit Layouts (Core)

- 5.17.1 The Contractor warrants and shall ensure that a licence is granted or obtained under the Contract for the Commonwealth to exercise any Patent, Registrable Design or Circuit Layout that is necessary to use or support the Supplies for the purposes provided for under the Contract.
- 5.17.2 The Contractor warrants and shall ensure that any restriction on a right referred to in clause 5.17.1 is specified in Annex E to the TDSR Schedule.

5.18 Export Approvals (Core)

- 5.18.1 Nothing in this clause 5 affects the obligations of either party to comply with the terms of any Export Approval that is binding on it.

5.19 Existing IP Licences (Core)

- 5.19.1 The licences, rights and obligations under this clause 5 are in addition to, and do not affect, any other licences, rights or obligations relating to IP under any other contracts between the parties, unless expressly stated otherwise for the purposes of this clause 5.

6 DELIVERY, ACCEPTANCE AND OWNERSHIP

6.1 Delivery (Core)

- 6.1.1 The Contractor shall deliver Supplies in accordance with the Contract, including the Delivery Schedule at Attachment C and clause 2.2 of the SOW. The Contractor shall achieve the Milestones by the relevant Milestone Dates.
- 6.1.2 Without limiting the Commonwealth's other rights and remedies under the Contract or at law, if the Contractor does not comply with its obligations under clause 6.1.1, the Commonwealth may be entitled to:
- a. suspend a payment under clause 7.8;
 - b. recover liquidated damages or accept compensation under clause 10.6; or
 - c. terminate the Contract under clause 13.2.1.
- 6.1.3 Without limiting the Contractor's obligations in clause 6.1.1, the Contractor shall, for each Milestone, ensure that the Commonwealth is placed in a position where it can perform the Commonwealth's tasks required for achievement of that Milestone in sufficient time before the Milestone Date.

6.2 Delay (Core)

- 6.2.1 Without affecting the Contractor's obligations under clause 6.1.1, the Contractor shall take all reasonable steps to prevent and minimise delay and to mitigate both parties' Losses due to delay.
- 6.2.2 If the Contractor becomes aware that delivery of Supplies or the achievement of a Milestone will or may be delayed for any reason, the Contractor shall notify the Commonwealth Representative of the following matters, to the extent that the Contractor is aware of them:
- a. the cause and nature of the delay;
 - b. the steps that the Contractor and its Subcontractors are taking and will take to minimise the delay;
 - c. the anticipated duration of the delay; and
 - d. whether the Contractor proposes to claim postponement of a date for delivery of Supplies or the Milestone Date, or seeks any other change to the Contract, on the basis of the delay.
- 6.2.3 A notice under clause 6.2.2 shall be given as soon as practicable after the Contractor becomes aware of the delay or potential delay, but no later than 30 days after the Contractor becomes so aware.
- 6.2.4 The Contractor shall notify the Commonwealth as soon as practicable after the Contractor becomes aware of a material change to information notified under clause 6.2.2.
- 6.2.5 The Contractor shall comply with any request by the Commonwealth Representative for information concerning a delay or potential delay in the delivery of Supplies or the achievement of a Milestone.

6.3 Postponement (Core)

- 6.3.1 Subject to clauses 6.3.2 and 6.3.3, the Contractor shall be entitled to postponement of a date for delivery of Supplies or a Milestone Date to the extent that:
- a. an event or circumstance:
 - (i) delays the Contractor in the performance of its obligations under the Contract;
 - (ii) is beyond the reasonable control of the Contractor and its Subcontractors; and
 - (iii) could not have been reasonably contemplated and allowed for by the Contractor or its Subcontractors before entering the Contract; or
 - b. the Contractor is delayed in the performance of its obligations under the Contract by:
 - (i) a Commonwealth Default;
 - (ii) an Excepted Risk; or

Option: Insert if GFF is included in the draft Contract.

- (iii) a GFF Delay Event,

but only if:

- c. the Contractor notified the Commonwealth as required by clauses 6.2.2 to 6.2.5 in relation to the relevant event or circumstance;
- d. the work under the Contract cannot be performed in such a way as to meet the date for delivery of Supplies or the Milestone Date as is reasonable having regard to the Contract Price and any other relevant circumstances;
- e. the Contractor has made and will make all reasonable endeavours to minimise delay and mitigate both parties' Losses;
- f. in the case of a delay resulting from an Excepted Risk, the Contractor has taken reasonable steps to prevent the delay occurring; and

- g. the Contractor submits a claim for postponement in accordance with clauses 6.3.4 and 6.3.6.
- 6.3.2 The Contractor shall not be entitled to postponement of a date for delivery of Supplies or a Milestone Date to the extent that the relevant delay resulted from:
 - a. a Contractor Default;
 - b. compliance with a direction under clause 12.4.10; or
 - c. the Commonwealth's inability to action a data item within the timeframes described in the CDRL in circumstances described in clause 2.4.8.2 of the SOW.
- 6.3.3 The Contractor shall not be entitled to postponement of a date for delivery of Supplies or a Milestone Date for a period longer than the duration of the relevant delay.
- 6.3.4 The Contractor claims postponement of a date for delivery of Supplies or a Milestone Date by submitting to the Commonwealth:
 - a. a notice setting out the details of its claim and the relevant event or circumstance;
 - b. a CCP for the postponement; and
 - c. documentation demonstrating the Contractor's entitlement to postponement.
- 6.3.5 If the delay affects more than one delivery date or Milestone Date, the CCP shall include a revised Attachment B and Attachment C, as appropriate.
- 6.3.6 If the Contractor has notified the Commonwealth that it proposes to claim postponement of a date for delivery of Supplies or a Milestone Date, or to seek some other change to the Contract, on the basis of a delay, the Contractor shall make the claim, or seek the change:
 - a. as soon as it is practicable to do so after that notification; or
 - b. if the Commonwealth directs the Contractor to do so, in accordance with the direction.
- 6.3.7 Whether or not the Contractor has sought, or is entitled to, postponement under this clause 6.3, the Commonwealth Representative may, at any time, by notice to the Contractor, postpone the date for delivery of Supplies or a Milestone Date to a date specified in the notice.
- 6.3.8 The parties acknowledge that:
 - a. a notice under clause 6.3.7 does not affect any rights the Contractor may have to claim under this clause 6.3 for postponement of the date for delivery of Supplies or a Milestone Date to a date that is later than the date specified in the notice;
 - b. the Commonwealth Representative is not required to give a notice under clause 6.3.7 merely because it would benefit the Contractor; and
 - c. giving, or failing to give, a notice under clause 6.3.7 is not capable of being the subject of a dispute for the purposes of clause 13.1 or otherwise subject to review.
- 6.3.9 If the Commonwealth Representative issues a notice under clause 6.3.7 and unless the Contractor proposes to claim for postponement under this clause 6.3, the Contractor shall submit a CCP to give effect to the notice.

6.4 Postponement Costs (Core)

- 6.4.1 Subject to clause 6.4.4 and except to the extent that another provision of the Contract provides to the contrary, the Contractor shall only be entitled to postponement costs in respect of a delay when all of the following are satisfied:

Note to drafters: If GFF is included in the draft Contract include the text in square brackets below, otherwise delete.

- a. the delay resulted from a Commonwealth Default [or GFF Delay Event];
- b. a CCP postponing a date for delivery of Supplies or postponing a Milestone Date in accordance with clause 6.3 in respect of the delay has come into effect;
- c. the Contractor claims the postponement costs by notifying the Commonwealth Representative of the amount of the postponement costs as soon as practicable after

the determination of the amount by the Contractor but no later than six months after the CCP came into effect; and

- d. the Contractor provides substantiating evidence to the satisfaction of the Commonwealth Representative of the costs and steps taken to mitigate the Contractor's Loss.

6.4.2 The Commonwealth Representative shall within 30 days after receiving a claim under clause 6.4.1:

- a. Approve the claim, if it satisfies the requirements of clause 6.4.1 and notify the Contractor of the amount of the postponement costs to be paid; or
- b. reject the claim, if it does not satisfy the requirements of clause 6.4.1, and notify the Contractor of the reason for rejection.

Note to drafters: The option of 5 days should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth does not intend to use the PEPPOL framework, the 5 day option and note to tenderers should be removed prior to RFT release.

Note to tenderers: The selection of 5 or 20 days below will depend on whether the PEPPOL framework has been agreed by the Commonwealth and the Contractor. This will be determined based on the tenderer's response to clause 2.17 of Annex A to Attachment A to the Conditions of Tender.

6.4.3 On notification that the Commonwealth Representative Approves the claim under clause 6.4.2a, the Contractor shall submit to the Commonwealth Representative a claim for payment for the amount of postponement costs that has been Approved by the Commonwealth. The Commonwealth shall pay the claim for postponement costs within **[INSERT 5 or 20]** days after receipt of the claim for payment.

Note to drafters: If GFF is included in the draft Contract include the text in square brackets below, otherwise delete.

6.4.4 The Contractor shall only be entitled to postponement costs equal to the unavoidable additional costs incurred by the Contractor as a direct consequence of the Commonwealth Default **[or GFF Delay Event]** referred to in clause 6.4.1a.

6.4.5 The Contractor shall maintain books, records, documents and other evidence and accounting procedures and practices, sufficient to justify all postponement costs claimed to have been incurred by the Contractor.

6.5 Acceptance (Core)

6.5.1 The Contractor shall, in accordance with Attachment B (including the delivery points and dates specified in that attachment), offer to the Commonwealth Representative, Supplies for Acceptance that conform with the requirements of the Contract except for minor Defects (if any).

6.5.2 The Contractor shall, when offering Supplies for Acceptance:

- a. develop and deliver a signed Supplies Acceptance Certificate in accordance with CDRL Line Number MGT-1300, certifying that the Supplies listed on the Supplies Acceptance Certificate conform with the requirements of the Contract, except for the minor Defects (if any) detailed on the Supplies Acceptance Certificate or on an attachment to the Supplies Acceptance Certificate; and
- b. provide any other supporting evidence reasonably required by the Commonwealth Representative, including confirmation of successful completion of any V&V activities or Acceptance testing required by the Contract.

6.5.3 The Commonwealth Representative shall, within 15 Working Days (or such other period as is specified in the Contract) after an offer of Supplies for Acceptance:

- a. Accept the Supplies by signing the Supplies Acceptance Certificate;
- b. if there are minor Defects in the Supplies:

- (i) Accept the Supplies by signing the Supplies Acceptance Certificate on the basis that the Contractor shall, within 10 Working Days after signature of the Supplies Acceptance Certificate by the Commonwealth Representative, or within such further period as the Commonwealth Representative may allow, rectify the Defects; or
 - (ii) notify the Contractor that the Commonwealth Representative proposes to Accept the Supplies on the basis that:
 - 1) an Application for a Deviation in accordance with clause 8.4 of the SOW to reflect the Defects is Approved; and
 - 2) if required by the Commonwealth, a CCP to amend the Contract to either (or both) reduce the Contract Price to reflect the Defects or to provide for additional Supplies or services relating to the Supplies; or
 - c. reject the Supplies, in which case the Commonwealth Representative shall notify the Contractor of the reasons for the rejection.
- 6.5.4 If clause 6.5.3b(i) applies but the Contractor fails to rectify a Defect in accordance with that clause, the Commonwealth may:
 - a. without limiting the Contractor's warranties and other obligations, rectify the Defect itself or by a third party; and
 - b. elect to recover from the Contractor under clause 13.6 the costs incurred by the Commonwealth in rectifying the Defect. No amount shall be owing to the Commonwealth under this clause 6.5.4 until the Commonwealth elects to recover the amount.
- 6.5.5 If clause 6.5.3b(ii) or 6.5.3c applies, but the parties have not agreed the amendments to the Contract (or the Deviation is not Approved) within 10 Working Days after the Commonwealth's notification (or another period agreed in writing by the Commonwealth), the Commonwealth Representative shall reject the offer of the Supplies for Acceptance.
- 6.5.6 If the Commonwealth Representative rejects an offer of Supplies as not conforming to the requirements of the Contract, the Contractor shall, within 10 Working Days after receipt of the notification of rejection, provide full written details of its proposed remedy to the Commonwealth Representative.
- 6.5.7 The Commonwealth Representative shall, within 10 Working Days after receipt of the Contractor's proposed remedy as referred to in clause 6.5.6:
 - a. direct the Contractor to complete, within a specified period, any course of action proposed by the Contractor; or
 - b. reject the Contractor's proposal and direct the Contractor to submit an alternative proposal within 10 Working Days.
- 6.5.8 A further offer of Supplies for Acceptance shall be subject to the same process as the original.
- 6.5.9 If an alternative proposal is rejected under clause 6.5.7b, clause 6.5.12 shall apply.
- 6.5.10 The Contractor acknowledges and agrees that:
 - a. the specification of the requirements for the Supplies in the Contract is the result of resource-intensive Commonwealth definition, approval and procurement processes;
 - b. the Commonwealth has relied on the Contractor's representations about time (including as reflected in the Milestone Dates in the Contract);
 - c. the Commonwealth has determined that the Contract is value for money on the basis that full Acceptance of all Supplies is achieved by the applicable Milestone Dates; and
 - d. it is reasonable that the Commonwealth at all times during the period of the Contract has current knowledge of:
 - (i) progress under the Contract;

- (ii) risks to achievement of Acceptance or other Milestones including potential minor Defects;
- (iii) any other potential or actual non-compliance with the Contract;
- (iv) risk management by the Contractor including of emerging risks; and
- (v) any potential delay in meeting any timing obligation in the Contract, for any reason, and whether or not the delay risk was foreseeable or has been previously identified.

6.5.11 The Contractor shall:

- a. proactively ensure that the Commonwealth is kept informed of matters relevant to the issues set out in clause 6.5.10, using the communication channels and reporting processes in the Contract; and
- b. comply with any directions by the Commonwealth or the exercise of any other Commonwealth powers under or in relation to the Contract in dealing with such matters.

6.5.12 If an offer of Supplies for Acceptance is rejected, the Commonwealth Representative may by notice require the Contractor to retake possession of the Supplies within five Working Days after the date of the notice.

6.5.13 The Contractor shall bear the costs of replacing or rectifying rejected Supplies and of complying with the directions of the Commonwealth Representative.

6.5.14 Any action of the Contractor in correcting or replacing the Supplies and in complying with the directions of the Commonwealth Representative under this clause 6.5 shall not entitle the Contractor to postponement of the date for delivery of the Supplies or the Milestone Date, or relieve the Contractor from performing its obligations under the Contract.

6.6 Final Acceptance (Optional)

Note to drafters: This clause should only be used if Final Acceptance is required.

6.6.1 The Contractor shall, when seeking Final Acceptance:

- a. complete and provide a signed Final Acceptance Certificate certifying that the Contractor has fulfilled its obligations under the Contract, except to the extent that the Contractor's obligations expressly, or by implication, survive the Final Acceptance Milestone, including the obligations in clause 13.7; and
- b. provide any other supporting evidence reasonably required by the Commonwealth Representative, including confirmation of successful completion of any Final Acceptance testing required by the Contract.

6.6.2 The Commonwealth Representative shall, within **[INSERT PERIOD]** after the Contractor provides the Final Acceptance Certificate and other evidence referred to in clause 6.6.1:

- a. endorse the Final Acceptance Certificate if:
 - (i) the Contractor has achieved all previous Milestones and Acceptance of all Supplies in accordance with clause 6.5; and
 - (ii) the Commonwealth Representative is satisfied that the Contractor has fulfilled all of its obligations under the Contract, except to the extent that the Contractor's obligations (including the obligations in clause 13.7) expressly, or by implication, survive the Final Acceptance Milestone; or
- b. notify the Contractor that it has failed to achieve the requirements of Final Acceptance detailed in clause 6.6.2a, in which case the Commonwealth Representative shall notify the Contractor of the reasons for the failure.

6.6.3 If the Commonwealth Representative notifies the Contractor under clause 6.6.2b that it has failed to achieve Final Acceptance, the Contractor shall, within 10 Working Days after receipt of that notice, provide full written details to the Commonwealth Representative of its proposed remedy.

- 6.6.4 The Commonwealth Representative shall within 10 Working Days after the Commonwealth receives the details of the proposed remedy as referred to in clause 6.6.3 either:
- direct the Contractor to complete, within a specified period, any course of action proposed by the Contractor; or
 - reject the Contractor's proposal and direct the Contractor to submit an alternative proposal within 10 Working Days.
- 6.6.5 A resubmitted application for Final Acceptance shall be subject to the same process as the original.
- 6.6.6 The Commonwealth Representative may require the Contractor to retake possession of Supplies within five Working Days when a notice of failure to achieve Final Acceptance is issued under clause 6.6.2b. Repossession of Supplies does not affect the obligation of the Contractor to provide conforming Supplies.
- 6.6.7 The Contractor shall bear the costs associated with achieving Final Acceptance and of complying with the directions of the Commonwealth Representative.
- 6.6.8 Any action of the Contractor in achieving Final Acceptance and in complying with the directions of the Commonwealth Representative under clause 6.6 does not relieve the Contractor from performing its obligations under the Contract.

6.7 Approval, Acceptance and Final Acceptance Not to Affect Commonwealth's Other Rights (Core)

- 6.7.1 Approval, Acceptance or Final Acceptance of Supplies does not affect the Commonwealth's continuing rights, or the Contractor's continuing obligations, in relation to Supplies, including under clauses 8 and 10.

6.8 Ownership (Core)

- 6.8.1 Subject to clauses 5 and 13.5.5, ownership of Supplies shall pass to the Commonwealth at the following times:
- for Supplies that are identified in Attachment C as being included in a Milestone, upon payment of a claim for that Milestone in accordance with clause 7.1.1; or
 - for all other Supplies:
 - if the Supplies are to be Accepted upon payment of a claim for the Milestone relating to the Acceptance of the Supplies or, if no Milestone applies, upon Acceptance of the Supplies, unless Attachment C states that the Commonwealth shall not obtain ownership of the Supplies; or
 - if the Supplies are not subject to Acceptance, upon delivery to the Commonwealth (or its nominee as directed by the Commonwealth) under or in accordance with the Contract.
- 6.8.2 The Contractor warrants and shall ensure that, at the time ownership of any item of Supplies passes to the Commonwealth under clause 6.8.1:
- the Contractor has full power and authority to transfer full legal and beneficial ownership in those Supplies to the Commonwealth; and
 - the Commonwealth will obtain good title to those Supplies, free from any Security Interest.
- 6.8.3 When ownership of Supplies passes to the Commonwealth in accordance with clause 6.8.1 and those Supplies are subsequently rejected by the Commonwealth Representative in accordance with clause 6.4 or 6.5, the Commonwealth Representative may elect to re-pass ownership of those Supplies to the Contractor by giving the Contractor notice within 10 Working Days after issuing a notice of rejection under clause 6.5.3 or 6.6.4.

7 PRICE AND PAYMENT

7.1 Price (Core)

- 7.1.1 The Contract Price is set out in Attachment B and shall be payable in accordance with the Contract.

7.2 Payment (Core)

Note to tenderers: It is Commonwealth policy to pay its suppliers by direct credit. If it has not done so in the past, the successful tenderer should prior to Contract signature provide the Commonwealth Representative with details of the bank account into which payments should be directed.

- 7.2.1 If the Contractor submits a claim for payment it shall:

- a. if for a Milestone and the Milestone relates to Acceptance of the Supplies, be accompanied by the SAC signed by both parties for the Supplies listed in Attachment B in relation to that Milestone and other Supplies Accepted since the previous Milestone;

Option: For use if clause 6.6 Final Acceptance is used.

- b. if the Milestone relates to Final Acceptance of the Supplies, be accompanied by the FAC signed by both parties;
- c. contain sufficient information to enable the Commonwealth Representative to verify the claim;
- d. be accompanied by any substantiating documentation requested by the Commonwealth Representative; and
- e. contain a statement by the Contractor that the claim is complete, accurate and in accordance with the Contract.

- 7.2.2 On receipt of a claim for payment the Commonwealth Representative shall either:

- a. Approve the claim if it is submitted in accordance with clause 7.2.1; or
- b. reject the claim if it is not submitted in accordance with clause 7.2.1.

Note to drafters: Option A below should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth and Contractor agree to use the PEPPOL framework, the maximum payment term will be 5 days. However, the Commonwealth Pay On-Time Policy does not apply if the nature of the goods or services being procured, or the structure of the procurement, would make it impractical for the policy to be applied. If this is the case, and the

Commonwealth does not intend to use the PEPPOL framework, Option A and the Note to Tenderers should be removed prior to RFT release.

Note to tenderers: Per the Commonwealth Pay On-Time Policy, maximum payment terms will depend on the applicability of the Pan-European Public Procurement On-Line (PEPPOL) framework. The maximum payment term will be either:

- a. 5 days, where the Commonwealth and the Contractor both have the capability to deliver and receive electronic invoices (e-invoices) through the PEPPOL framework and have agreed to use e-invoicing; or
- b. 20 days where the PEPPOL framework does not apply.

Further information on the Pay On-Time Policy is available at:

<https://www.finance.gov.au/publications/resource-management-guides/supplier-pay-time-or-pay-interest-policy-rmq-417/part-1-policy-and-practice>.

The option selected below will depend on the tenderer's response to clause 2.17 of Annex A to Attachment A to the Conditions of Tender.

Option A: For when the PEPPOL framework has been agreed by the Commonwealth and the Contractor.

- 7.2.3 The Commonwealth and the Contractor shall use electronic invoices through the Pan-European Public Procurement On-Line (PEPPOL) framework for the purposes of the delivery and receipt of payment claims under the Contract.
- 7.2.4 When a claim is Approved under clause 7.2.2a, the Commonwealth shall make payment within 5 days of Approval of the claim.

Option B: For when the use of the PEPPOL framework has not been agreed by the Commonwealth and the Contractor.

- 7.2.5 When a claim is Approved under clause 7.2.2a, the Commonwealth shall make payment within 20 days of Approval of the claim.

- 7.2.6 If the Commonwealth Representative rejects the claim under clause 7.2.2, the Commonwealth Representative shall, within 10 Working Days after receipt of the claim, notify the Contractor of the need to resubmit the claim and the reasons for rejection and any action to be taken by the Contractor for the claim to be rendered correct for payment.
- 7.2.7 Upon receipt of a notice issued pursuant to clause 7.2.6 the Contractor shall promptly take all necessary steps to make the claim for payment conform to the requirements of the Contract and shall submit a revised claim to the Commonwealth Representative. The resubmitted claim shall be subject to the same conditions as if it were the original claim.

7.3 Adjustments (Core)

Note to tenderers: These clauses may be included in any resultant Contract following receipt of the Tenderer's response and a determination by the Commonwealth as to whether adjustments relating to the cost of labour and materials will be allowed. When the Contract Price will be payable in Australian dollars only, a clause that enables claims to be made for adjustments caused by exchange rate fluctuation shall be included following negotiation with the successful tenderer.

- 7.3.1 Subject to clause 7.3.2, price adjustments shall be applied to:
 - a. Milestone Payments, for fluctuations in the cost of labour and materials occurring between the Base Date and the Milestone Date or achievement by the Contractor of that Milestone, whichever occurs first; and

Option: For when the optional Mobilisation Payment and Security clause is included at clause 7.4.

- b. the Mobilisation Payment, for fluctuations in the cost of labour and materials occurring between the Base Date and the date the Mobilisation Payment is made by the Commonwealth.

7.3.2 Within three months of the Milestone Payment [... or date of Mobilisation Payment ...] referred to in clause 7.3.1, the Contractor shall calculate a price adjustment for fluctuations in the cost of labour and materials:

- a. for the period referred to in clause 7.3.1 ('the relevant period');
- b. using the price adjustment formula in clause 4.2 of Attachment B; and
- c. using the index values, published in the quarter before the end of the relevant period, for the indices identified in Annex C to Attachment B,

if the amount calculated is:

- d. to the credit of the Contractor, submit a separate claim for payment for any amount calculated in accordance with clause 7.3.2; or
- e. to the credit of the Commonwealth, notify the Commonwealth of the amount of the credit.

7.3.3 The Commonwealth shall not be liable for any claims for payment under clause 7.3 submitted after the end of the three month period referred to in clause 7.3.2.

7.3.4 Within 10 Working Days after receipt of a claim for payment under clause 7.3.2d, the Commonwealth Representative shall either:

- a. Approve the claim if it is submitted in accordance with clause 7.3; or
- b. reject the claim, and notify the Contractor of the reasons for the rejection.

Note to drafters: Option A below should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth does not intend to use the PEPPOL framework, Option A and the Note to Tenderers should be removed prior to RFT release.

Note to tenderers: The option selected below will depend on the tenderer's response to clause 2.17 of Annex A to Attachment A to the Conditions of Tender.

Option A: For when the PEPPOL framework has been agreed by the Commonwealth and the Contractor.

7.3.5 When a claim is Approved under clause 7.3.4a, the Commonwealth shall make payment within 5 days of Approval of the claim.

Option B: For when the use of the PEPPOL framework has not been agreed by the Commonwealth and the Contractor.

7.3.6 When a claim is Approved under clause 7.3.4a, the Commonwealth shall make payment within 20 days of Approval of the claim.

7.3.7 If a claim is rejected under clause 7.3.4b, the Contractor may resubmit the claim no later than 30 days after notice of the rejection. The Commonwealth shall deal with the resubmitted claim as if it were the original claim for the purposes of clause 7.3.4. If the Contractor fails to resubmit the claim within 30 days, or the Commonwealth rejects the resubmitted claim, the Commonwealth will not be liable for any adjustment claims in relation to the relevant period.

7.3.8 If an amount calculated in accordance with clause 7.3 is to the credit of the Commonwealth, the Commonwealth may elect to recover the amount from the Contractor under clause 13.6. No amount shall be owing to the Commonwealth under this clause 7.3.8 until the Commonwealth elects to recover the amount.

7.4 Bank Guarantee for Mobilisation Payment (RFT Core)

Note to tenderers: If the tenderer proposes a Mobilisation Payment for any resultant Contract (refer to TDR D-2), the Commonwealth will (generally) require a non-reducing Bank Guarantee for 50% of the amount of the Mobilisation Payment, in accordance with this clause 7.4.

- 7.4.1 The Contractor shall provide a bank guarantee equal to the Mobilisation Security Amount specified in the Details Schedule to the Commonwealth no later than the Mobilisation Security Date specified in the Details Schedule. The bank guarantee shall be unconditional and shall be from a bank or financial institution acceptable to the Commonwealth Representative and in the form of the Bank Guarantee Deed set out at Annex D to Attachment I.
- 7.4.2 The Commonwealth shall not be obligated to pay the Mobilisation Payment identified in the Details Schedule until it has received the bank guarantee in accordance with clause 7.4.1.
- 7.4.3 The Mobilisation Payment shall be offset against amounts payable by the Commonwealth to the Contractor under the Contract. The Commonwealth shall be deemed to have paid those claims for payment Approved in accordance with clauses 7.2 and 7.3, until the sum of the Approved claims for payment equals the amount of the Mobilisation Payment.
- 7.4.4 The Commonwealth shall release the bank guarantee provided under clause 7.4.1 within 10 Working Days after the date on which the sum of the amounts deemed to have been paid under clause 7.4.3 equals or is greater than the amount of the Mobilisation Payment.
- 7.4.5 The Commonwealth's rights under the bank guarantee provided under clause 7.4.1 shall be exercisable by the Commonwealth for either or both of the following:
- to obtain repayment of an amount equal to the value of any part of the Mobilisation Payment that has not been offset against amounts payable by the Commonwealth to the Contractor under the Contract in the event of termination of the Contract in accordance with clause 13.2; and
 - to recover any debts owing by the Contractor to the Commonwealth in relation to the Contract.

7.5 Bank Guarantee for Performance (RFT Core)

Note to drafters: Drafters must include both clause 7.5 Bank Guarantee for Performance and clause 7.7 Deed of Guarantee and Indemnity in the RFT. Although it is unlikely that both forms of security will be required, it may not be possible to determine the form of any required security until the preferred tenderer has been identified and the risk associated with the preferred tenderer has been fully assessed.

Note to tenderers: Whether the Commonwealth requires both a bank guarantee in respect of the Contractor's performance and a Deed of Guarantee and Indemnity (clause 7.7) will be determined during negotiations with the preferred tenderer considering risks associated with the provision of the Supplies.

If the Commonwealth determines that it does not require a security, the amount nominated for a security within the tender response will not be included in any resultant contract.

If, under the [Master Guarantee Program](#), Defence and the tenderer have pre-agreed amendments to the template Bank Guarantee Deed, the tenderer should identify this within the 'Statement of Non-Compliance' tendered in accordance with TDR A-4 and indicate which alterations it is seeking to apply, and if any further amendments are proposed.

- 7.5.1 The Contractor shall provide a bank guarantee equal to the Performance Security Amount specified in the Details Schedule to the Commonwealth no later than the Performance Security Date. The bank guarantee shall be unconditional and shall be from a bank or financial institution acceptable to the Commonwealth Representative, and in the form of the Bank Guarantee Deed set out at Annex D to Attachment I.
- 7.5.2 The Commonwealth shall release the bank guarantee provided under clause 7.5.1 within 10 Working Days after the Release Event specified in the Details Schedule occurs.
- 7.5.3 The Commonwealth's rights under the bank guarantee provided under clause 7.5.1 shall be exercisable by the Commonwealth for either or both of the following:

- a. to obtain compensation for Loss suffered in the event that the Contractor fails to perform the Contract, including upon termination of the Contract in accordance with clause 13.2; and
- b. to recover any debts owing by the Contractor to the Commonwealth in relation to the Contract.

7.6 Exercise of Securities (RFT Core)

- 7.6.1 If the Commonwealth exercises any or all of its rights under the securities provided under clause 7.4 or 7.5, the Commonwealth shall not be liable for, and the Contractor shall release the Commonwealth from liability for, any resultant Loss suffered by the Contractor.
- 7.6.2 The rights of the Commonwealth to recover from the Contractor the balance, after exercise of any securities provided under clause 7.4 or 7.5, of Loss suffered by the Commonwealth shall not be limited by the Commonwealth's exercise of those securities.

7.7 Deed of Guarantee and Indemnity (RFT Core)

Note to tenderers: If the tenderer has a Master Guarantee and Indemnity Deed with Defence that it wishes to apply to any resultant contract and this includes pre-agreed amendments to the template Bank Guarantee, the tenderer is to indicate which alterations it is seeking to apply within the 'Statement of Non-Compliance' tendered in accordance with TDR A-3. Information on the Master Guarantee Program is available at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/master-guarantee-program>.

Option: For use when the Contractor does not have a Master Guarantee and Indemnity Deed with Defence, or elects not to add the Contract to its Master Guarantee and Indemnity Deed.

- 7.7.1 The Contractor shall, on the Effective Date specified in the Details Schedule, provide the Commonwealth Representative with a Deed of Guarantee and Indemnity in the form of Annex E to Attachment I executed by the Guarantor specified in the Details Schedule.

Option: For use when the Contractor has a Master Guarantee and Indemnity Deed with Defence and elects to apply the Master Guarantee and Indemnity to the Contract.

- 7.7.2 The Contractor shall, by the Effective Date specified in the Details Schedule, ensure that the Contract is included as a Guaranteed Agreement at Attachment 1 to the Master Deed of Guarantee and Indemnity.

7.8 Cost Reimbursement (Optional)

- 7.8.1 Cost Reimbursement Payments shall be payable to the Contractor for Supplies specified in [INSERT ANNEX or ANNEXES] to the SOW ('Cost Reimbursement Supplies') in accordance with this clause 7.8.
- 7.8.2 Subject to this clause 7.8, the Cost Reimbursement Payments shall comprise costs that are:
 - a. determined in accordance with Attachment B; and
 - b. actually and properly incurred by the Contractor in providing the Cost Reimbursement Supplies.
- 7.8.3 The maximum amounts payable to the Contractor as Cost Reimbursement Payments are detailed in Attachment B.
- 7.8.4 Cost Reimbursement Payments shall be payable by the Commonwealth to the Contractor for Cost Reimbursement Supplies on the last day of each month for work completed in that month in accordance with the Contract.
- 7.8.5 The Commonwealth shall only pay Cost Reimbursement Payments when the Contractor has provided evidence of the actual costs incurred to the satisfaction of the Commonwealth Representative.
- 7.8.6 The Contractor is not entitled to claim costs relating to taxes and duties already provided for under the Contract, including GST.

- 7.8.7 The Commonwealth shall not be liable to pay the Contractor the maximum amount of Cost Reimbursement Payments detailed in Attachment B unless that amount has been incurred in accordance with this clause 7.8.
- 7.8.8 The Contractor shall maintain books, records, documents and other evidence and accounting procedures and practices, sufficient to justify all costs claimed to have been incurred in respect of the Cost Reimbursement Supplies.
- 7.8.9 If a Cost Reimbursement Payment claim is received by the Commonwealth Representative, the Commonwealth Representative shall:
- Approve the claim;
 - reject the claim; or
 - conduct a further cost investigation of the claim.

Note to drafters: Option A below should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth does not intend to use the PEPPOL framework, Option A and the Note to Tenderers should be removed prior to RFT release.

Note to tenderers: The option selected below will depend on the tenderer's response to clause 2.17 of Annex A to Attachment A in to the Conditions of Tender.

Option A: For when the PEPPOL framework has been agreed by the Commonwealth and the Contractor.

- 7.8.10 When a claim is Approved under clause 7.8.9a, the Commonwealth shall make payment within 5 days of Approval of the claim.

Option B: For when the use of the PEPPOL framework has not been agreed by the Commonwealth and the Contractor.

- 7.8.11 When a claim is Approved under clause 7.8.9a, the Commonwealth shall make payment within 20 days of Approval of the claim.

- 7.8.12 If the Commonwealth Representative rejects a claim, the Commonwealth Representative shall, within 10 Working Days after receipt, notify the Contractor of the need to resubmit the claim and the reasons for the rejection.
- 7.8.13 If the Commonwealth Representative requires further cost investigation of a claim, the Commonwealth Representative shall notify the Contractor within 10 Working Days after receipt of the claim. The Commonwealth Representative shall conduct the cost investigation process and Approve or reject the claim within [INSERT PERIOD].

Note to drafters: The option of 5 days should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth does not intend to use the PEPPOL framework, the 5 day option and note to tenderers should be removed prior to RFT release.

Note to tenderers: The selection of 5 or 20 days below will depend on whether the PEPPOL framework has been agreed by the Commonwealth and the Contractor. This will be determined based on the tenderer's response to clause 2.17 of Annex A to Attachment A in to the Conditions of Tender.

- 7.8.14 If a claim is Approved under clause 7.8.13, payment shall be made within [INSERT 5 or 20] days after the Approval. If a claim is rejected and resubmitted, processing of the resubmitted claim shall be subject to the same conditions as if it were the original claim.
- 7.8.15 The Commonwealth shall review progress made in the delivery of Cost Reimbursement Supplies when the cumulative amount of claims submitted by the Contractor against a relevant annex to the SOW totals 25%, 50% and 75% of the amount allocated in Attachment B for those Cost Reimbursement Supplies.
- 7.8.16 At each review point the Commonwealth may:

- a. authorise the Contractor to proceed in accordance with the relevant annex to the SOW; or
- b. require the Contractor to submit a CCP to change the relevant annex to the SOW and any other affected part of the Contract.

7.9 Suspending Payment (Core)

- 7.9.1 The Commonwealth may suspend some or all payments under the Contract if one or more of the following events occurs:
- a. a Stop Payment Milestone is not achieved by the relevant Milestone Date (and the Commonwealth may continue to suspend payments until the relevant Stop Payment Milestone has been achieved); or
 - b. an event referred to in clause 4.5.2 occurs (and the Commonwealth may continue to suspend payments for the periods set out in clause 4.5.2).
- 7.9.2 The exercise by the Commonwealth of its rights under this clause 7.9 shall not:
- a. entitle the Contractor to claim postponement under clause 6.3;
 - b. relieve the Contractor from performing any of its obligations under the Contract; or
 - c. in the case of a suspended payment which is subsequently made, entitle the Contractor to claim interest in accordance with clause 7.10.
- 7.9.3 The Commonwealth's rights under this clause 7.9 do not affect the Commonwealth's rights in respect of any Default of the Contractor, including:
- a. to give the Contractor a Default Notice under clause 13.3;
 - b. to recover compensation or damages; or
 - c. to terminate the Contract for Contractor Default.

7.10 Early and Late Payment (Core)

Note to drafters: In accordance with the Supplier Pay On-Time or Pay Interest Policy, the Commonwealth is obliged to pay interest when it does not make payment in full within the maximum payment terms. Refer to Resource Management Guide 417 for further information, including exceptions to the application of the policy:

- <https://www.finance.gov.au/publications/resource-management-guides/supplier-pay-time-or-pay-interest-policy-rmg-417>

- 7.10.1 If payment of an amount due to the Contractor under the Contract is made early, interest shall be payable by the Contractor to the Commonwealth in accordance with the formula at clause 7.10.3.
- 7.10.2 If payment of an amount due to the Contractor under the Contract is made late, interest shall be payable by the Commonwealth to the Contractor in accordance with the formula at clause 7.10.3. Any payment not made within 60 days after the date it is to be made under the Contract shall be in breach of the Contract.
- 7.10.3 Interest payments shall be calculated in accordance with the following formula:

$$\text{Interest payment} = \frac{I\% \times P \times n}{365}$$

where:

- | | |
|-------------------------|--|
| 'I%' for early payments | means the Reserve Bank of Australia cash rate target current at the date of payment expressed as a percentage; |
| 'I%' for late payments | means the ATO sourced General Interest Charge rate current at the due date of payment expressed as a percentage; |
| 'P' | means the amount of the early or late payment; and |

‘n’ means the number of days before or after the due date for payment that the payment is made.

Note to drafters: The option of 5 days should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth does not intend to use the PEPPOL framework, the 5 day option and note to tenderers should be removed prior to RFT release.

Note to tenderers: The selection of 5 or 20 days below will depend on whether the PEPPOL framework has been agreed by the Commonwealth and the Contractor. This will be determined based on the tenderer's response to clause 2.17 of Annex A to Attachment A to the Conditions of Tender.

7.10.4 If the interest payment is not offset or paid as part of the subject claim, the Commonwealth Representative shall adjust the next Approved payment under the Contract. If there are no further payments, the relevant party shall pay the interest payment within **[INSERT 5 or 20]** days after being provided with notice.

7.11 Incentive Payments (Optional)

7.11.1 In addition to the Contract Price, the Commonwealth shall pay the Contractor incentive payments (**‘Incentive Payments’**) for superior performance as evidenced by the Contractor achieving the key performance indicators set out in Annex F to Attachment B, to the Commonwealth Representative's satisfaction but subject to clause 7.11.2.

7.11.2 The Commonwealth shall not pay the Contractor Incentive Payments for any assessment period if during the assessment period:

- a. the Contractor did not achieve a Milestone due to be achieved during the assessment period;

Option: For when Liquidated Damages will be required.

- b. the Commonwealth was entitled to claim liquidated damages in accordance with clause 10.6; or

- c. the Commonwealth was entitled to terminate the Contract for default under clause 13.2.

7.11.3 The maximum amount payable as Incentive Payments under the Contract, to be apportioned over the assessment periods set out in Annex F to Attachment B, shall be the Incentive Payment amount specified in the Details Schedule.

7.11.4 The weightings for the key performance indicators for each assessment period are set out in Annex F to Attachment B.

7.11.5 At the end of each assessment period the Contractor shall provide the Commonwealth Representative with a written statement of the Contractor's achievement of the key performance indicators and reasonable information as requested by the Commonwealth Representative to evaluate the Contractor's performance. No Incentive Payments shall be awarded until the Contractor has given the Commonwealth Representative the written statement and reasonable information as requested.

7.11.6 Within 30 days after the completion of the assessment period, the Commonwealth Representative shall assess the information provided under clause 7.11.5 and notify the Contractor of the amount of Incentive Payments awarded, if any.

Note to drafters: The option of 5 days should only be included where the Commonwealth intends to use the Pan-European Public Procurement On-Line (PEPPOL) framework under any resultant Contract. If the Commonwealth does not intend to use the PEPPOL framework, the 5 day option and note to tenderers should be removed prior to RFT release.

Note to tenderers: The selection of 5 or 20 days below will depend on whether the PEPPOL framework has been agreed by the Commonwealth and the Contractor. This will be determined

based on the tenderer's response to clause 2.17 of Annex A to Attachment A to the Conditions of Tender.

7.11.7 On receipt of notice as to the amount of the Incentive Payments, the Contractor shall submit to the Commonwealth Representative a claim for the amount detailed in the notice. The Commonwealth shall pay the claim for Incentive Payments within **[INSERT 5 or 20]** days after the Commonwealth's notification under clause 7.11.6.

7.11.8 Incentive Payments not awarded for the assessment period to which they apply shall not be payable by the Commonwealth in any subsequent assessment period.

7.12 Taxes and Duties (Core)

7.12.1 All Taxes imposed or levied in Australia or overseas in connection with the Contract shall be met by the Contractor and the Contractor agrees that, with the exception of GST, they are included within the Contract Price.

7.12.2 Subject to clause 7.12.4, the Commonwealth shall, in addition to the Contract Price, pay the amount of GST imposed on any taxable supply made by the Contractor to the Commonwealth under the Contract.

7.12.3 For the purposes of clause 7.12.2, the additional amount is the amount of GST payable on that part of the Contract Price to which the taxable supply relates as if that part of the Contract Price is the value of the taxable supply for the purpose of the GST Act.

7.12.4 The Contractor shall submit each claim for payment under clause 7 in the form of a valid tax invoice. The tax invoice shall include the amount and method of calculation of any GST payable by the Contractor in relation to that claim for payment as a separate item.

7.12.5 If the Contractor incorrectly states the amount of GST payable, or paid, by the Commonwealth on an otherwise valid tax invoice, the Contractor shall issue to the Commonwealth a valid adjustment note in accordance with the GST Act.

7.12.6 If the Commonwealth makes, or is assessed by the ATO as having made, a taxable supply to the Contractor under or in connection with the Contract, the Commonwealth shall be entitled to recover from the Contractor upon presentation of a valid tax invoice, the amount of GST paid or payable by the Commonwealth to the ATO.

7.12.7 The Commonwealth may elect to recover from the Contractor under clause 13.6 any amount of GST to be paid by the Contractor under clause 7.12.6. No amount shall be owing to the Commonwealth under this clause 7.12.7 until the Commonwealth elects to recover the amount.

7.13 GST Agent (RFT Core)

Note to tenderers: This clause will only be included if the Contractor appoints a resident agent. Tenderers should make their own inquiries regarding the suitability of proposing an agent to act for them for the purposes of Division 57 of the GST Act. Tenderers should indicate, within the 'Statement of Non-Compliance' tendered in accordance with TDR A-4, the requirement for this clause in any resultant Contract and, if so, their ability to comply with it.

7.13.1 The Contractor has appointed the GST Agent specified in the Details Schedule as its resident agent for the purposes of Division 57 of the GST Act.

7.13.2 The Contractor, by appointing a resident agent, shall not be relieved of its liabilities or obligations under the Contract and shall at all times be responsible for ensuring that the resident agent complies with the requirements of this clause 7.13.

7.13.3 Without limiting clause 7.13.2, the Contractor shall ensure that its resident agent:

- a. provides all necessary documentation required by the Commonwealth for a claim for payment to be considered under clause 7.12; and
- b. complies with Division 57 of the GST Act.

7.13.4 The Commonwealth shall make all payments otherwise due to the Contractor under clause 7 to the resident agent. The Contractor agrees that such payments to the resident agent shall discharge, to the extent of the payment, the Commonwealth's liability to the Contractor for those Supplies.

- 7.13.5 If the Contractor appoints an alternative resident agent, the Contractor shall notify the Commonwealth Representative within 10 Working Days after the change, and provide the information required in the Details Schedule.
- 7.13.6 The Contractor, if requested by the Commonwealth Representative, shall provide the Commonwealth Representative a copy of the resident agency agreement, which copy need not contain prices.

7.14 Cost Principles (Core)

- 7.14.1 Without in any way affecting or overriding the other provisions of the Contract, the Contractor shall apply the Defence Cost Principles when preparing any:
- a. claim for postponement costs under clause 6.4;

Option: For use when Defence Cost Principles are applied

Note to drafters: Use unless not required as per cl 2.31. of the Defence Cost Principles

- b. price for any CCP under clause 11.1; or
- c. claim for costs if the Contract is terminated.

7.15 ACE Measurement Rules (Core)

- 7.15.1 Where the Contractor is required to calculate ACE and ICE under the Contract, ACE and ICE shall be calculated in accordance with the ACE Measurement Rules, and any alternate and/or additional deeming rates that are detailed in Attachment B.
- 7.15.2 The Contractor shall, and shall ensure that AIC Subcontractors maintain books, records, documents and other evidence and accounting procedures and practices, sufficient to justify the calculation of ACE and ICE in accordance with the ACE Measurement Rules.

8 DEFECT NOTIFICATION AND RECTIFICATION

8.1 Notification of Defects (Core)

- 8.1.1 If during the Defect Notification Period specified in the Details Schedule the Contractor becomes aware of any Defect in the Supplies which adversely affects, or is likely to adversely affect:
- a. the safety of Supplies or the safety of persons, the Contractor shall notify the Commonwealth Representative of the Defect within one Working Day; or
 - b. the operation or capability of the Supplies, the Contractor shall notify the Commonwealth Representative of the Defect within five Working Days.
- 8.1.2 The Contractor shall, within 30 days after a notification under clause 8.1.1, provide the Commonwealth with a report on the nature of the Defect, its cause and effects, and proposed rectification action.

8.2 Defect Rectification Obligations (Core)

- 8.2.1 If the Commonwealth Representative notifies the Contractor of a Defect in Supplies during the Defect Rectification Period (specified in the Details Schedule) applicable to the Supplies, the Contractor shall, within **[INSERT PERIOD]** after the notification, or a longer period agreed in writing by the Commonwealth, by repair, replacement or modification:
- a. rectify the Defect; and
 - b. rectify any damage or other adverse effect to the extent caused by the Defect or the rectification of the Defect,
- whether or not the Defect arises out of or as a consequence of a Contractor Default.
- 8.2.2 The Contractor shall be entitled to claim for an additional amount (calculated in accordance with Attachment B and on the same basis as the Contract Price) for any rectification work performed under clause 8.2.1, but only to the extent that the Contractor demonstrates that:

- a. the Defect arose out of, or as a consequence of:
 - (i) a Commonwealth Default; or
 - (ii) the Commonwealth wilfully damaging the Supplies; or
 - b. if the Defect comprises damage to the Supplies, the damage arose while the risk of loss of or damage to the Supplies resided with the Commonwealth under clause 10.7.1 and the Contractor is not otherwise liable for the damage under clause 10.8.2 and:
 - (i) the damage arose out of or as a consequence of:
 - 1) the Supplies not being stored, installed, configured, used, maintained or modified by the Commonwealth or a Commonwealth Contractor in accordance with any specifications, instructions or manuals delivered to the Commonwealth in respect of the relevant Supplies (provided that compliance with the specifications, instructions or manuals would not prevent the relevant Supplies from being fit for purpose in accordance with clause 3.3);
 - 2) an Excepted Risk occurring after the Supplies were delivered to the Commonwealth; or
 - 3) a breach of a general law duty or an applicable law by an Unrelated Party; or
 - (ii) the damage has not arisen out of or as a consequence of a Contractor Default and the damage could not reasonably have been prevented or mitigated by reasonable care on the part of the Contractor or Contractor Personnel.
- 8.2.3 The Contractor's obligations under clause 8.2.1a do not require the Contractor to rectify a Defect in GFM incorporated into Supplies, except to the extent that the Defect:
- a. arose out of or as a consequence of a Contractor Default; or
 - b. was present in the item when it was provided to the Commonwealth by or through the Contractor or a Related Body Corporate of the Contractor (whether under the Contract or another contract).
- 8.2.4 Subject to clauses 8.2.2 and 8.2.8, the Contractor shall, except to the extent that the Commonwealth Representative otherwise agrees, bear all costs of, and incidental to, any rectification work performed under clause 8.2.1, including the costs of any removal, disassembly, packing, freight (not exceeding the freight cost between the Contract delivery point and the Contractor's nominated repair facility and return), relevant testing, re-assembly and reinstallation.
- 8.2.5 If the Contractor fails to rectify a Defect within the period specified in clause 8.2.1, the Commonwealth may itself or by a third party ensure that the rectification is performed. If the Commonwealth engages a third party to perform the rectification work, the Contractor's warranties and obligations in relation to the Supplies will be reduced to the extent of the warranty given by the third party in relation to the rectification work. The Commonwealth may elect to recover from the Contractor under clause 13.6 the amount of the Commonwealth's costs of the rectification work. No amount shall be owing to the Commonwealth under this clause 8.2.5 until the Commonwealth elects to recover the amount.
- 8.2.6 If a Defect (other than a Latent Defect) in any Supplies is rectified in accordance with clause 8.2.1, the Defect Rectification Period for the affected Supplies shall expire on the later of:
- a. the end of the original Defect Rectification Period; or
 - b. the date that is half the original Defect Rectification Period after the rectified Supplies are returned to the Commonwealth.
- 8.2.7 If the Contractor has performed rectification work as required by this clause 8.2 and the Commonwealth is not satisfied that the Defect has been rectified, the Contractor shall perform any additional tests that are required by the Commonwealth to determine whether the Defect has been rectified.

8.2.8 If tests conducted under clause 8.2.7 show that the Defect has been rectified, the cost of the tests shall be borne by the Commonwealth. If the tests show that the Defect has not been rectified:

- a. the Contractor shall rectify the Defect as soon as practicable; and
- b. the costs of the rectification work and the tests shall be borne by the Contractor.

8.2.9 Nothing under this clause 8.2 limits or affects:

- a. the obligations of the Contractor under clause 3.2, 3.3, 10.7 or 10.8; or
- b. any other right of the Commonwealth under the Contract or otherwise arising out of or as a consequence of a Defect.

8.3 Manufacturer and Other Warranties (Optional)

Note to tenderers: This clause may be included if there are warranties that are available from the relevant manufacturer or supplier that will extend beyond the end of the relevant Defect Rectification Period and these warranties represent value for money for the Commonwealth. Tenderers should identify any warranties of this nature in their tenders, including the additional cost (if any) associated with such warranties.

8.3.1 The Contractor shall ensure that the Commonwealth obtains the benefit of any manufacturer, supplier or other third party warranty applicable to the Supplies (including after the expiry of the Defect Rectification Period for the relevant Supplies), including by taking all reasonable action to enforce such a warranty, until the expiry of the warranty or clause 8.3.2 applies.

Note to drafters: If Final Acceptance is included in the draft Contract include the text in square brackets below, otherwise delete.

8.3.2 Following [achievement of Final Acceptance or] the termination or expiry of the Contract, the Contractor shall:

- a. assign the benefit of any remaining third party warranties for those Supplies to the Commonwealth; or
- b. if the Contractor is not permitted to assign those third party warranties, otherwise ensure that the Commonwealth obtains the benefit of any remaining third party warranties for those Supplies, including by taking all reasonable action to enforce such a third party warranty until the expiry of the warranty.

8.4 Spare Parts and Support Equipment (Optional)

8.4.1 The Contractor shall, for the period of [INSERT PERIOD IN YEARS] commencing immediately after delivery of the Supplies, maintain facilities or other arrangements for the supply to the Commonwealth or Commonwealth Contractors of sufficient quantities of spare parts and support equipment to enable the Supplies to be maintained.

8.4.2 If during the period set out in clause 8.4.1, the Contractor becomes aware that its ability to supply spare parts or support equipment may be adversely affected, it shall give the Commonwealth at least three months prior notice of that event. If there will be a final production run of spare parts or support equipment, the Contractor shall nominate in the notice the date by which the Commonwealth may place final orders.

8.4.3 The Contractor shall ensure that provisions corresponding to clauses 8.4.1 and 8.4.2 are included in all Approved Subcontracts under which spare parts or support equipment may be provided.

8.4.4 The Commonwealth is not bound to order any, or any particular quantity of, spare parts or support equipment from the Contractor.

9 INSURANCE

9.1 Insurance (Core)

Note to drafters: Drafters are to tailor this clause by selecting only those insurance policies actually required for the draft Contract and by inserting the required limit of indemnity for the relevant insurances in the Details Schedule. (Note: the LRA provides the basis for determining

the insurance requirements). As a guide, insurance policy indemnity limits should be based on the Maximum Probable Loss (MPL) determined by the LRA. The MPL represents the financial consequence of a risk event occurring after taking into account any risk treatments that mitigate consequence – it is NOT to be discounted by multiplying consequence x likelihood.

The ACIP Initiative applies to CASG procurements in accordance with Functional Policy (Procurement) - Mandatory Procurement Policy Requirements for the Approved Contractor Insurance Program Initiative. Drafters should refer to the ASDEFCON Insurance Handbook for guidance to assist with understanding and tailoring this clause. In accordance with paragraphs 28 to 31 of Functional Policy (Procurement) – Mandatory Procurement Policy Requirements for the Approved Contractor Insurance Program Initiative, material changes to this clause must be approved by the ACIP Management Team at ACIP.ManagementTeam@defence.gov.au. Information on the ACIP Initiative is available at

- <http://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/331E4CAE-EEBE-45A0-9DA6-9B2C24E1DE33>.

For non-CASG procurements, drafters may seek approval to apply the ACIP Initiative by emailing the ACIP Management Team at:

ACIP.ManagementTeam@defence.gov.au.

Drafters using this clause for non-CASG procurements (unless otherwise approved by the ACIP Management Team) or for CASG procurements in which no tenderer with ACIP status will participate, must delete the Note to tenderers below and also delete clause 9.1.28 and its associated Note to tenderers.

Note to tenderers: The operation of clause 9 will vary depending on whether the Contractor has Approved Contractor Insurance Program (ACIP) status and, where a Contractor has ACIP status, to the extent any of the policies required by clause 9 are within the Contractor's ACIP.

As per clause 9.1.28, for Contractors with ACIP status, the Contractor will be deemed compliant with relevant requirements of this clause where the policy is within the scope of the Contractor's ACIP. Information on the ACIP Initiative and the list of companies with current ACIP status is at

<https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/acip-initiative>.

9.1.1 The Contractor shall effect and maintain the insurances (which, for the purposes of this clause 9.1 will be satisfied where the Contractor causes such insurances to be effected and maintained or where the Contractor is insured under such insurances) for the times and in the manner specified in this clause 9.1, without requiring insurance to be effected to the extent that a particular risk:

- a. is insured against under other insurance effected in compliance with this clause 9; or
- b. has been expressly retained by the Commonwealth, except to the extent that such retention by the Commonwealth is dependent on the Contractor being liable only to the extent that it is insured for the liability.

For the avoidance of doubt, the terms of this clause 9.1 do not alter the allocation of risk or liability between the parties as provided for under any other clause of the Contract.

9.1.2 The Contractor shall use its reasonable endeavours to ensure that Subcontractors and their employees, officers and agents are insured as required by this clause 9.1, as is appropriate (including with respect to the amount of insurance, types of insurance and period of insurance) given the nature of services or work to be performed by them, as if they were the Contractor.

Option: For use if workers compensation insurance is required.

9.1.3 **(workers compensation)** The Contractor shall effect and maintain workers compensation insurance or registrations as required by law, in respect of the Contractor's liability to its employees engaged in the performance of any obligation or the exercise of any right under the Contract. Where permitted under the relevant statutory workers compensation or accident compensation scheme, the insurance or registrations shall extend to cover the vicarious liability of the Commonwealth for the acts or omissions of the Contractor. However, the requirements of this clause 9.1.3 (workers compensation) do not apply to the extent and for such time as the Contractor is a licensed self-insurer or exempt employer in the relevant jurisdiction.

Note to tenderers: Alternative clause 9.1.3 to be used where workers engaged by the Contractor will be performing work outside of Australia. If this alternative clause is used, prior to Contract signature the clause number and cross-references in this clause 9.1.3 will need to be automated and automatic cross-references elsewhere in clause 9.1 to this clause will need to be reinserted.

9.1.3 **(workers compensation)** The Contractor shall effect and maintain:

- a. workers compensation insurance or registrations as required by law, in respect of the Contractor's liability to its employees engaged in the performance of any obligation or the exercise of any right under the Contract. Where permitted under the relevant statutory workers compensation or accident compensation scheme, the insurance or registrations shall extend to cover the vicarious liability of the Commonwealth for the acts or omissions of the Contractor. However, the requirements of this clause 9.1.3 do not apply to the extent and for such time as the Contractor is a licensed self-insurer or exempt employer in the relevant jurisdiction; and
- b. in each jurisdiction where common law claims can be brought outside of the statutory workers compensation or accident compensation scheme referred to in clause 9.1.3, employer's liability insurance with a limit of indemnity of not less than the amount customarily effected by prudent insureds for this risk in each relevant jurisdiction, covering any work-related injury, damage, expense, loss or liability suffered or incurred by any person engaged by the Contractor in the work under the Contract (or their dependants). Such insurance shall extend to cover the vicarious liability of the Commonwealth for the acts or omissions of the Contractor.

Option: For use if public and products liability insurance is required.

- 9.1.4 **(public and products liability)** The Contractor shall effect and maintain public and products liability insurance written on an occurrence basis with a limit of indemnity of not less than:
- a. the amount specified in the Details Schedule each and every occurrence for public liability claims; and
 - b. the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period for products liability claims,
- which covers:
- c. the Contractor, its employees, officers and agents (including for liability to each other); and
 - d. the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor, its employees, officers and agents,
- for their respective liabilities for any:
- e. loss of, damage to, or loss of use of, any tangible property (including GFF, GFE and any other Commonwealth Property in the care, custody or control of the Contractor or its Subcontractors) for a sublimit of not less than the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period, unless that property is insured against the risks of loss and damage under the insurance referred to in clause 9.1.6 (property [or Industrial Special Risks]); and
 - f. the bodily injury, disease, illness or death of any person,

Note to drafters: At the end of clause 9.1.4 (or alternative clause 9.1.4) below, select the appropriate territorial limit:

- a. ***If works under the Contract will occur only in Australia and the acquired items will not be used outside of Australia, then include the second last sentence 'This insurance shall have a territorial limit which includes Australia'; and***
- a. ***If works under the Contract will occur in whole or in part outside of Australian or the acquired items may be used outside of Australia, then include the last sentence "This insurance shall have a worldwide territorial limit".***

caused by, arising out of, or in connection with the negligent performance of any obligation or the exercise of any right under the Contract or under any GFF Licence entered into for the purposes of this Contract by the Contractor or Contractor Personnel, including in respect of the manufacture, processing, alteration, repair, installation, supply, distribution or sale of any product. **[INSERT EITHER 'This insurance shall have a territorial limit which includes Australia.' OR 'This insurance shall have a worldwide territorial limit']**.

Note to drafters: Alternative clause 9.1.4 (products liability) to be used where only products liability insurance is required. If this alternative clause is used, the clause number in this clause 9.1.4 (products liability) will need to be automated and automatic cross-references elsewhere in clause 9 to this clause will need to be reinserted.

- 9.1.4 **(products liability)** The Contractor shall effect and maintain products liability insurance written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period, which covers:
- a. the Contractor, its employees, officers and agents; and
 - b. the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor, its employees, officers and agents.
- for their respective liabilities for any:
- c. loss of, damage to, or loss of use of, any tangible property (including GFF, GFE and any other Commonwealth Property in the care, custody or control of the Contractor or its Subcontractors) for a sub-limit of not less than the amount specified in the

Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period, unless that property is insured against the risks of loss and damage under the insurance referred to in clause 9.1.6 (property **[or Industrial Special Risks]**); and

- d. the bodily injury, disease, illness or death of any person, caused by, arising out of, or in connection with the negligent manufacture, processing, alteration, repair, installation, supply, distribution or sale of any product by the Contractor or Contractor Personnel. **[INSERT EITHER 'This insurance shall have a territorial limit which includes Australia.' OR 'This insurance shall have a worldwide territorial limit']**

Option: For use if professional indemnity insurance is required.

9.1.5 **(professional indemnity)** The Contractor shall effect and maintain professional indemnity insurance with a limit of indemnity of not less than the amount specified in the Details Schedule for any one claim and in the aggregate for all claims in any 12 month policy period, and including a right of reinstatement, which covers the liability of the Contractor at general law arising from a negligent breach of duty owed in a professional capacity, by reason of any act or omission of the Contractor or Contractor Personnel. Such insurance shall:

- a. have a definition of professional services broad enough to include all professional services, activities and duties to be provided or performed by the Contractor and Contractor Personnel under the Contract;

Note to drafters: Paragraphs b, c, d and f are optional depending on the services and risks. Where b or c is selected, f should also be included.

- b. extend to cover claims related to Software and IT risks;
- c. extend to cover claims for unintentional breaches of intellectual property rights;
- d. extend to cover claims for unintentional breaches of trade practices laws;
- e. have a retroactive date of no later than the earlier of the commencement of the work under the Contract or any preparatory work by the Contractor and Contractor Personnel; and
- f. have worldwide territorial and jurisdictional limits.

Option: For use if property or Industrial Special Risks insurance is required.

- 9.1.6 **(property)** The Contractor shall effect and maintain all risks property insurance covering:
- a. the tangible Supplies, unless and to the extent that the liability of the Contractor for the loss or damage of that property is insured under the insurance referred to in clause 9.1.4 (public and products liability [or products liability]);
 - b. GFE, GFF and any other property of the Commonwealth in the care, custody or control of the Contractor or its Subcontractors unless and to the extent that the liability of the Contractor for the loss or damage of that property is insured under the insurance referred to in clause 9.1.4 (public and products liability [or products liability]); and
 - c. all other property, plant and equipment in the care, custody or control of the Contractor or its agents, material to the Contractor's ability to perform its obligations under the Contract,

Note to drafters: The last sentence of clause 9.1.6 below highlighted in grey is optional and should only be used where GFF constitutes a part of a building or facility.

against the risks of loss, damage or destruction by all commercially insurable risks (including earthquake, fire, flood, lightning, storm and tempest, theft, malicious damage and resulting loss or damage arising from faulty material, workmanship or design), for the full replacement or reinstatement value of such insured property and including cover for professional fees, extra costs of reinstatement, and removal of debris. The insurance shall insure the respective interests of the Contractor and the Commonwealth in the property insured. Where the GFF constitutes only a part of a building or facility, the requirement for insurance for GFF under this clause 9.1.6 only applies in respect of the Licensed Fittings (as defined in the GFF Licence).

Note to drafters: Alternative clause 9.1.6 (Industrial Special Risks) is to be used where business interruption insurance is required. If this alternative clause is used, the clause number and cross-references in this clause 9.1.6 will need to be automated and automatic cross-references elsewhere in clause 9 to this clause will need to be reinserted.

- 9.1.6 **(Industrial Special Risks)** The Contractor shall effect and maintain:
- a. all risks property insurance covering:
 - (i) the tangible Supplies, unless and to the extent that the liability of the Contractor for the loss or damage of that property is insured under the insurance referred to in clause 9.1.4 (public and products liability **[or products liability]**);
 - (ii) GFE, GFF and any other property of the Commonwealth in the care, custody or control of the Contractor or its Subcontractors unless and to the extent that the liability of the Contractor for the loss or damage of that property is insured under the insurance referred to in clause 9.1.4 (public and products liability **[or products liability]**); and
 - (iii) all other property, plant and equipment in the care, custody or control of the Contractor or its agents, material to the Contractor's ability to perform its obligations under the Contract,

Note to drafters: The last sentence of clause 9.1.6 below highlighted in grey is optional and should only be used where GFF constitutes a part of a building or facility.

against the risks of loss, damage or destruction by all commercially insurable risks (including earthquake, fire, flood, lightning, storm and tempest, theft, malicious damage and resulting loss or damage arising from faulty material, workmanship or design), for the full replacement or reinstatement value of such insured property and including cover for professional fees, extra costs of reinstatement, and removal of debris. The insurance shall insure the respective interests of the Contractor and the Commonwealth in the property insured. Where the GFF constitutes only a part of a building or facility, the requirement for insurance for GFF under this clause 9.1.6 only applies in respect of the Licensed Fittings (as defined in the GFF Licence); and

- b. business interruption insurance for a period of not less than the period specified in the Details Schedule with a limit sufficient to cover the loss of profit and increased costs of working due to the interruption of the Contractor's operations or activities caused by damage to insured property by a peril required to be insured against under clause 9.1.6a.

Option: For use if transit insurance is required.

- 9.1.7 **(transit)** The Contractor shall effect and maintain insurance covering any tangible property referred to in clause 9.1.6, against the risks of loss, damage or destruction caused by all commercially insurable risks for an amount not less than their full replacement value plus freight and insurance on an indemnity basis during transits of such property by land, sea or air and during loading or unloading and storage during transit, where such transits are at the risk of the Contractor. The insurance shall insure the respective interests of the Contractor and the Commonwealth in the property insured.

Option: For use if motor vehicle insurance is required.

- 9.1.8 **(motor vehicle)** The Contractor shall effect and maintain:
- a. compulsory third party insurance as required by law in respect of all registered plant and motor vehicles used by the Contractor, its employees, officers and agents in connection with the work under the Contract; and
 - b. motor vehicle liability insurance written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule each and every occurrence covering:
 - (i) third party property loss or damage arising out of the use by the Contractor and Contractor Personnel of any registered or unregistered plant or vehicles; and
 - (ii) third party bodily injury, disease, illness or death arising out of the use by the Contractor, its employees, officers and agents of any unregistered plant or vehicles and, any registered vehicles not required to be insured under compulsory third party insurance in a foreign jurisdiction,
- in connection with the work under the Contract or on or around any GFF by the Contractor or Contractor Personnel.

Option: For use if aircraft hull insurance is required.

- 9.1.9 **(aircraft hull)** The Contractor shall effect and maintain aircraft hull insurance for the full replacement value (or, where it is the practice for such property to be insured for its market or agreed value by prudent insureds in accordance with insurance market practice for this type of risk, then for such market or agreed value) of each aircraft to be used in the performance of the work under the Contract against the risks of loss, damage or destruction by all commercially insurable risks (including hull war cover as provided by LSW555D and spares all risks cover) whilst each aircraft is at the risk of the Contractor and which insures the respective interests of the Contractor and the Commonwealth in the property insured.

Option: For use if aviation liability insurance is required.

- 9.1.10 **(aviation liability)** The Contractor shall effect and maintain aviation and aviation products liability insurance written on an occurrence basis with a limit of indemnity of not less than:
- a. the amount specified in the Details Schedule each and every occurrence for aviation liability claims; and
 - b. the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period for aviation products liability claims, which covers:
 - c. the Contractor, its employees, officers and agents (including for liability to each other); and
 - d. the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor and Contractor Personnel, for their respective liabilities for any:
 - e. loss of, damage to, or loss of use of, any tangible property (including GFE, GFF and any other property of the Commonwealth in the care, custody or control of the Contractor or its Subcontractors) for a sublimit of not less than the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period, unless that property is insured against the risks of loss and damage under the insurance referred to in clause 9.1.6 **[INSERT EITHER 'property' OR 'Industrial Special Risks' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.6]** or 9.1.9 (aircraft hull); and
 - f. bodily injury, disease, illness or death of any person, caused by, arising out of, or in connection with, the manufacture, processing, alteration, supply, distribution, sale, use, operation, repair, maintenance or ownership of any aircraft or aviation products in the performance of the Contract by the Contractor or Contractor Personnel. Such insurance shall:
 - g. cover all aviation activities and services to be provided by the Contractor, its employees, officers and agents under the Contract;
 - h. not exclude claims related to the effects of noise or wind produced as a result of the use, operation or ownership of any aircraft;
 - i. not exclude claims arising from an alleged breach of duty owed in a professional capacity;
 - j. cover war risks as provided by AVN52E;
 - k. cover third party passenger liability;
 - l. cover claims by pilots and operational crew as provided by AVN73; and
 - m. include confirmation that the insurance is compliant with requirements of the *Civil Aviation (Carriers Liability) Act 1959* (Cth) as provided by AVN57A.

Option: For use if hangarkeepers insurance is required.

- 9.1.11 **(hangarkeepers)** The Contractor shall effect and maintain hangarkeepers liability insurance written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule each and every occurrence which covers the liability (including premises liability and airside liability) of:
- a. the Contractor, its employees, officers and agents (including for liability to each other); and
 - b. the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor, its employees, officers and agents,
- caused by, arising out of, or in connection with, the occupation, use or ownership of any hangar, runways or related infrastructure and facilities used in the performance of the work under the Contract by the Contractor or Contractor Personnel.

Option: For use if marine hull insurance is required.

- 9.1.12 **(marine hull)** The Contractor shall effect and maintain marine hull insurance for the full replacement value (or, where it is the practice for such property to be insured for its market or agreed value by prudent insureds in accordance with insurance market practice for this type of risk, then for such market or agreed value) of each vessel to be used in the performance of the work under the Contract against the risks of loss, damage or destruction by all commercially insurable risks (including war risks) whilst each vessel is at the risk of the Contractor and which insures the respective interests of the Contractor and the Commonwealth in the property insured.

Option: For use if marine liability insurance is required.

- 9.1.13 **(marine liability)** The Contractor shall effect and maintain marine liability (or protection and indemnity) insurance written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule each and every occurrence which covers:
- a. the Contractor, its employees, officers and agents (including for liability to each other); and
 - b. the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor, its employees, officers and agents,
- for their respective liabilities for any:
- c. loss of, damage to, or loss of use of, any tangible property (including GFE, GFF and any other property of the Commonwealth in the care, custody or control of the Contractor or its Subcontractors for a sublimit of not less than the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period, unless that property is insured against the risks of loss and damage under the insurance referred to in clause 9.1.6 **[INSERT EITHER 'property' OR 'Industrial Special Risks' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.6]** or 9.1.12 (marine hull)); and
 - d. bodily injury, disease, illness or death of any person,
- caused by, arising out of, or in connection with, the use, operation or ownership of any vessel by the Contractor or Contractor Personnel in the performance of the Contract, including cover for war risks.

Option: For use if ship builders insurance is required.

9.1.14 **(ship builders)** The Contractor shall effect and maintain ship builders insurance written on an occurrence basis:

- a. which covers the hull under construction and any plant and equipment used in the construction of the hull (including GFF, GFE and any other property of the Commonwealth in the care, custody or control of the Contractor or its Subcontractors) against the risks of loss, damage or destruction by all commercially insurable risks for their full replacement or reinstatement value (or, where it is the practice for such property to be insured for its market or agreed value by prudent insureds in accordance with insurance market practice for this type of risk, then for such market or agreed value), which insures the respective interests of the Contractor and the Commonwealth in the property insured; and
- b. which covers:
 - (i) the Contractor, its employees, officers and agents (including for liability to each other); and
 - (ii) the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor, its employees, officers and agents,

for their respective liabilities for any:

- (iii) loss of, damage to, or loss of use of, any tangible property; and
- (iv) the bodily injury, disease, illness or death of any person,

caused by, arising out of, or in connection with the negligent performance of ship building work under the Contract by the Contractor or Contractor Personnel, with a limit of indemnity of not less than the amount specified in the Details Schedule each and every occurrence. The insurance referred to in clause 9.1.14b shall include war risks cover. The insurance referred to in clause 9.1.14a and 9.1.14b shall include:

- c. Institute Clauses for Builders Risks (1/6/88) subject to the following amendments:
 - (i) clause 5.1 (perils) amended to include cover for the cost of renewing faulty welds;
 - (ii) clause 6 (earthquake and volcanic eruption exclusion) deleted;
 - (iii) clause 10 (deductible) amended in respect of claims for total loss or constructive total loss, the deductible should not apply to clause 17, 18, 19 or 20 if claim arising from same incident;
 - (iv) clauses 17.4.5 and 19.3.10 (pollution exclusion) deleted;
 - (v) clause 19.3.4 (cargo exclusion) deleted;
 - (vi) clauses 22 (strikes exclusion) and 23 (malicious acts exclusion) deleted;
- d. seepage and pollution buy back clause;
- e. leased equipment clause; and
- f. consequential loss following insured loss (but excluding delay due to lack of performance).

Option: For use if Cyber insurance is required.

9.1.15 **(cyber)** The Contractor shall effect and maintain cyber insurance which covers the Contractor for:

- a. liability arising from the alleged or actual theft or unauthorised dissemination, or unauthorised use of, or unauthorised access to personal, confidential, security classified or proprietary information;
- b. "network security liability" being a liability arising from unauthorised access to, unauthorised use of, or unauthorised modification of computer systems or

applications (other than the Defence Protected Network), including hacker attacks, the inability of an authorised party to access, use or modify the systems or applications including because of "denial of service" attacks, except to the extent caused by a mechanical or electrical failure not in the direct operational control of the insured;

- c. liability arising from Malware included in the Supplies, or introduced into equipment, networks or existing applications or systems (other than the Defence Protected Network), or data relating thereto, belonging to or used by the Commonwealth, the Contractor, a Subcontractor, a Commonwealth Contractor or a third party;
- d. costs and expenses of government investigations into events of the kind described in clauses 9.1.15a to 9.1.15c;
- e. fines and penalties imposed in relation to events of the kind described in clauses 9.1.15a to 9.1.15c;
- f. mitigation (including web clean-up) costs, crisis management costs and investigation (including forensic) costs in relation to events of the kind described in clauses 9.1.15a to 9.1.15c;
- g. cyber ransom and extortion; and
- h. data recovery costs incurred in relation to events of the kind described in clauses 9.1.15a to 9.1.15c;

Option: For use where business interruption insurance is required.

Note to drafters: Alternative clause 9.1.6 (Industrial Special Risks) is to be used where business interruption insurance is required. If this alternative clause is used, the clause number and cross-references in that clause 9.1.6 will need to be automated and automatic cross-references elsewhere in clause 9 to this clause will need to be reinserted.

- i. non-physical business interruption;

written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule any one occurrence and in the aggregate for all occurrences in any 12 month policy period. The insurance shall:

- j. cover the liability of the Contractor by reason of any act or omission of the Contractor, its employees, officers, Subcontractors and agents;
- k. cover the Commonwealth and the Commonwealth Representative for their vicarious liability for the acts or omissions of the Contractor;
- l. have a retroactive date of no later than 36 months before the commencement of the work under the Contract; and
- m. have worldwide territorial and jurisdictional limits.

Option: For use if contract works insurance is required.

Note to drafters: 'Construction works', 'site' and 'defects correction period' are in square brackets in case there is a more appropriate defined or undefined term.

9.1.16 **(contract works)** The Contractor shall effect and maintain all risks insurance covering the whole of the [construction works] (including any temporary works), plant and equipment and any other property on [site] (including while in storage off [site] and while in transit to or from the [site]) for use in performing or incorporation into the [construction works] against the risks of loss, damage or destruction by all commercially insurable risks (including earthquake, fire, flood, lightning, storm and tempest, theft, malicious damage and resulting loss or damage arising from faulty material, workmanship or design), for the full replacement or reinstatement value of such insured property and including cover for professional fees, extra costs of reinstatement, and removal of debris and insuring the respective interests of the Contractor, its employees, officers and agents and the Commonwealth in the property insured.

Note to drafters: Alternative clause 9.1.16 to be used where advanced consequential loss insurance is required. If this alternative clause is used, the clause number and cross-references in this clause 9.1.16 will need to be automated and automatic cross-references elsewhere in clause 9 to this clause will need to be reinserted.

9.1.16 **(contract works)** The Contractor shall effect and maintain:

- a. all risks insurance covering the whole of the [construction works] (including any temporary works), plant and equipment and any other property on [site] (including while in storage off [site] and while in transit to or from the [site]) for use in performing or incorporation into the [construction works] against the risks of loss, damage or destruction by all commercially insurable risks (including earthquake, fire, flood, lightning, storm and tempest, theft, malicious damage and resulting loss or damage arising from faulty material, workmanship or design), for the full replacement or reinstatement value of such insured property and including cover for professional fees, extra costs of reinstatement, and removal of debris and insuring the respective interests of the Contractor, its employees and agents and the Commonwealth in the property insured; and
- b. advanced consequential loss insurance for a period of not less than the period specified in the Details Schedule with a limit sufficient to cover the increased costs of working and other costs and expenses incurred by the Contractor due to a delay in the progression of the [construction works] due to the occurrence of a peril required to be insured against under clause 9.1.16a.

9.1.17 The insurances and registrations referred to in:

Note to drafters: 'Defects correction period' is in square brackets in case there is a more appropriate defined or undefined term.

In clause 9.1.17a below, include the words highlighted in grey only if contract works insurance has been selected.

- a. the following clauses shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until all work under the Contract is completed (and all applicable [defects corrections periods] in respect of any works have expired):
 - (i) clause 9.1.3 (workers compensation);
 - (ii) clause 9.1.6 ([INSERT EITHER 'property' OR 'Industrial Special Risks' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.6]);
 - (iii) clause 9.1.9 (aircraft hull);
 - (iv) clause 9.1.11 (hangarkeepers liability);
 - (v) clause 9.1.12 (marine hull);
 - (vi) clause 9.1.13 (marine liability);
 - (vii) clause 9.1.14 (ship builders); and

(viii) clause 9.1.15 (cyber);

Note to drafters: If the products supplied have a life which exceeds the Contract Term, then:

- include the whole sentence at clause 9.1.17b below, and
- insert a period sufficient to cover the life of the product. If that period is commercially too long, insert a reasonable period, eg. 7 or 10 years.

If the products supplied have a life which does not exceed the Contract Term, then at clause 9.1.17b below, delete the words at the end of the clause highlighted in grey.

- b. clause 9.1.4 ([INSERT EITHER 'public and products liability' OR 'products liability' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.4]) shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until all work under the Contract is completed and, in respect of products liability for [INSERT PERIOD] years following completion of the work under the Contract;

Note to drafters: If the aviation products supplied have a life which exceeds the Contract Term, then:

- include the whole sentence at clause 9.1.17c below, and
- insert a period sufficient to cover the life of the product. If that period is commercially too long, insert a reasonable period, eg. 7 or 10 years.

If the aviation products supplied have a life which does not exceed the Contract Term, then at clause 9.1.17c below, delete the words at the end of the clause highlighted in grey.

- c. clause 9.1.10 (aviation liability) shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until all work under the Contract is completed and, in respect of products liability for [INSERT PERIOD] years following completion of the work under the Contract;
- d. clause 9.1.5 (professional indemnity) shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until the earlier of:
- (i) [7/10] years following completion of the work under the Contract; or
 - (ii) [7/10] years following an earlier termination of the Contract;
- e. clause 9.1.7 (transit) shall be effected on or before the start of each conveyance and maintained until the end of each conveyance by delivery at the [site];
- f. clause 9.1.8 (motor vehicle) shall be effected on or before the date the plant or vehicle is used in connection with the work under the Contract or on or around the GFF (whichever is the earlier) and maintained until such plant or vehicle ceases to be so used; and
- g. clause 9.1.16 (contract works) shall be effected on or before the [construction works] commence and maintained until the expiry of any [defects correction period] in relation to the [construction works] to which the insurance relates.
- 9.1.18 To the extent that the Contractor's insurances and registrations required by clause 9.1 of this Contract are in fact written on a claims made basis (notwithstanding any requirements of this Contract for such insurances to be written on an occurrence basis) then the Contractor shall maintain those insurances and registrations until the earlier of:
- a. [7/10] years following completion of the work under the Contract; or
 - b. [7/10] years following an earlier termination of the Contract.
- 9.1.19 With the exception of statutory insurances, the insurances referred to in this clause 9.1 shall:
- a. be effected with an insurer with a financial security rating of "A-" or better by Standard & Poors (or the equivalent rating with another recognised rating agency), or an insurer approved by the Commonwealth, acting reasonably; and
 - b. provide that the insurer agrees:

- (i) to provide at least 30 days written notice of cancellation to the policyholder;
- (ii) that the policy operates (with the exception of limits of indemnity) as if there was a separate policy of insurance covering each party comprising the insured;
- (iii) that a failure by any insured to observe and fulfil the terms of the policy or to comply with the pre-contractual duty of disclosure does not prejudice the insurance of any other insured;
- (iv) that the state of mind and knowledge of one insured will not be imputed to any other insured for the purposes of determining the availability of cover under the policy;
- (v) to waive all rights of salvage in respect of property of the Commonwealth which the Commonwealth notifies to the Contractor at or before the time of loss is of a sensitive nature from a national security perspective. Where the Commonwealth obtains proceeds from the salvage sale from any such property of the Commonwealth insured under the Contractor's insurance, the insurer may deduct the actual payment of such salvage sale proceeds obtained by the Commonwealth from the amount of claim payment. Where the Commonwealth does not sell but instead reuses such property, the insurer may deduct a reasonable amount from the amount of the claim payment to reflect the value the Commonwealth has obtained from the reuse of the property. However, this clause 9.1.19b(v) only applies to the insurances referred to in the following clauses:
 - 1) clause 9.1.4 (**[INSERT EITHER 'public and products liability' OR 'products liability' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.4]**);
 - 2) clause 9.1.6 (**[INSERT EITHER 'property' OR 'Industrial Special Risks' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.6]**);
 - 3) clause 9.1.7 (transit);
 - 4) clause 9.1.9 (aircraft hull);
 - 5) clause 9.1.11 (hangarkeepers liability);
 - 6) clause 9.1.12 (marine hull); and
 - 7) clause 9.1.14 (ship builders);
- (vi) that a notice of a claim by any insured will be accepted as notice by all insureds; and
- (vii) that in respect of the liability insurances required by this clause 9.1 (except statutory insurances), the policies will cover the Contractor for liabilities assumed by it under the provisions of clause 10.12.

9.1.20 The Contractor shall, on request, produce evidence satisfactory to the Commonwealth Representative of the currency and terms of the insurances referred to in this clause 9.1, including:

- a. certificates of currency issued by the insurer or by the Contractor's insurance broker which contains sufficient detail to enable the Commonwealth to ascertain whether the insurances are in compliance with this clause 9.1;
- b. copies of all policies (except for statutory insurances and provided that, in relation to commercially sensitive policies only, for the purpose of complying with this clause 9.1.20b, such policies may be made available for inspection by the Commonwealth or the Commonwealth's advisers, at a place and time reasonably convenient to the Commonwealth or the Commonwealth's advisers); and
- c. other evidence of the insurances which the Commonwealth reasonably requires.

9.1.21 If the Contractor fails to comply with clause 9.1.20, the Commonwealth may, but is not obliged to, effect and maintain the relevant insurances and may:

- a. elect to recover from the Contractor under clause 13.6 the cost of effecting and maintaining the insurance; or
- b. deduct the premiums payable for the relevant insurances from amounts payable to the Contractor under the Contract.

No amount shall be owing to the Commonwealth under this clause 9.1.21 until the Commonwealth elects to recover the amount.

9.1.22 In the event the Commonwealth elects to exercise its rights under clause 9.1.21, the Contractor shall provide the Commonwealth with all reasonable assistance to allow the Commonwealth to exercise those rights, including by executing documents and providing insurance proposal information to the Commonwealth's insurance broker and proposed insurers.

9.1.23 In respect of each insurance referred to in this clause 9.1, the Contractor shall:

- a. pay (or cause to be paid) all premiums and deductibles as and when they are due;
- b. not do anything or fail to do anything or (insofar as it is reasonably within its power) permit anything to occur which prejudices any insurance;
- c. if necessary, rectify anything which might prejudice any insurance;
- d. reinstate an insurance policy if it lapses;
- e. not cancel, materially adversely vary or allow an insurance policy to lapse without the prior written consent of the Commonwealth;
- f. promptly notify the Commonwealth of any event (including the issue of a notice of intention to cancel by the insurer to the policyholder) which may result in an insurance policy lapsing or being cancelled;
- g. promptly inform the Commonwealth if it becomes aware of any actual, threatened or likely claims (with the exception of claims or potential claims by the Commonwealth against the Contractor) which could materially reduce the available limits of indemnity or which may involve the Commonwealth, and shall reinstate or replace any depleted aggregate limit of indemnity resulting from claims that are unrelated to the work under the Contract, if requested to do so in writing by the Commonwealth;
- h. give full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any policy or the payment of any claims under the insurance; and
- i. do everything reasonably required by the Commonwealth in order to allow the Commonwealth or any other person for whose benefit the policy is effected to claim and to collect or recover monies due under any insurance policy.

9.1.24 The Contractor shall not do anything which has been notified to the Contractor by the Commonwealth that may invalidate or prejudice any insurance policy held by the Commonwealth or any indemnity to which the Commonwealth may be entitled.

Note to drafters: The following clauses 9.1.25, 9.1.26 and 9.1.27 are only appropriate to include where the term of the Contract exceeds 3 years.

9.1.25 The Commonwealth may increase or decrease the limits of indemnity required for the insurances referred to in, or change the types of insurances required by, this clause 9.1 at each renewal date of the relevant insurance by providing three months prior notice to the Contractor. The Commonwealth shall only increase the limits of indemnity required for the insurances referred to in, or require additional insurances under, this clause 9.1 where it has obtained an opinion from a reputable insurance broker or otherwise appropriately qualified consultant that an increase is required in order to conform with current prudent insurance practice for a company with a risk profile comparable to the Contractor. The Contractor shall, within 30 days after receipt of a notice from the Commonwealth to increase or decrease the limits of indemnity required for the insurances referred to in, or change the types of insurances required by, this clause 9.1, submit a CCP to effect a change to the Contract.

9.1.26 If the Contractor becomes aware that a risk to be covered by an insurance policy referred to in this clause 9.1 has or is to become Uninsurable then:

- a. the Contractor shall promptly notify the Commonwealth together with all details available to the Contractor as to the reason why the risk is Uninsurable, steps taken by the Contractor to obtain insurance for the risk, the date on which the risk became or will become Uninsurable, and details as to what the Contractor suggests is appropriate to mitigate, manage or control the risk while it remains Uninsurable;
- b. the parties shall meet as soon as reasonably practicable, but (unless otherwise agreed in writing between the parties) no later than five Working Days after the notification in clause 9.1.26a to discuss all practical means by which the risk shall be managed (including, if the risk is material, the option of the Commonwealth providing an indemnity to the Contractor covering substantially the risks which have become Uninsurable or varying the Contract);
- c. if the parties cannot agree as to how an Uninsurable risk is to be managed then, if the Uninsurable risk is material, either party (provided that the party is adversely affected by the Uninsurable risk), acting reasonably and in good faith, may terminate the Contract by notice with the exception that the Contractor shall not terminate the Contract if the Commonwealth offers an indemnity in substitution for insurance for the Uninsurable risk and that indemnity is no less broad than the insurance held by the Contractor for that risk immediately before the risk became Uninsurable. For the avoidance of doubt, termination pursuant to this clause is not to be treated under any circumstances as the exercise of a termination right under any other provision of this Contract, even if such a right may otherwise exist;
- d. the Contractor shall, in respect of any risk that has become Uninsurable:
 - (i) monitor the insurance industry on a regular basis (and not less than twice a year) and attempt to obtain insurance for the risk which is Uninsurable;
 - (ii) provide the Commonwealth with details of attempts made by the Contractor to obtain insurance for the Uninsurable risk; and
 - (iii) as soon as it is able to do so, obtain insurance for the Uninsurable risk;
- e. the Contractor acknowledges that the Commonwealth may undertake its own enquiries as to the availability of insurance for Uninsurable risks and as to the terms and conditions, including price, on which it is available. If the Commonwealth's own enquiries show that the insurance for Uninsurable risks is available on terms and conditions that are commercially reasonable in all of the circumstances, the Contractor shall obtain that insurance without unreasonable delay; and
- f. the Contractor is relieved of its obligations under clause 9.1 to effect insurance for any risk that is Uninsurable for the period that the risk remains Uninsurable.

9.1.27 For the purposes of clause 9.1.26, 'Uninsurable' means, in relation to a risk, either that:

- a. insurance required pursuant to this clause 9.1 is not available in the international insurance markets with insurers with a financial security rating of "A-" or better by Standard & Poors (or the equivalent rating with another reputable rating agency); or
- b. the insurance premium for insuring that risk is at such a level or the terms and conditions are such that the risk is not generally being insured against in the international insurance market with reputable insurers by prudent corporates with a risk profile comparable to the Contractor.

Note to drafters: When using this clause for non-CASG procurements (unless otherwise approved by the ACIP Management Team) or for CASG procurements in which no tenderer with ACIP status will participate, delete clause 9.1.28 and its associated Note to tenderers.

Note to tenderers: Clause 9.1.28 will only be included if the Contractor has an ACIP and may require amendment to only apply to those insurances to be covered by the ACIP.

9.1.28 The Contractor shall be:

- a. deemed compliant with the requirements of the following clauses:
 - (i) clause 9.1.1;
 - (ii) clause 9.1.3 (workers compensation);

- (iii) clause 9.1.4 (**[INSERT EITHER 'public and products liability' OR 'products liability' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.4]**);
 - (iv) clause 9.1.5 (professional indemnity);
 - (v) clause 9.1.6 (**[INSERT EITHER 'property' OR 'Industrial Special Risks' IN ACCORDANCE WITH THE SELECTION MADE AT CLAUSE 9.1.6]**);
 - (vi) clause 9.1.7 (transit);
 - (vii) clause 9.1.8 (motor vehicle);
 - (viii) clause 9.1.9 (aircraft hull);
 - (ix) clause 9.1.10 (aviation liability);
 - (x) clause 9.1.11 (hangarkeepers liability);
 - (xi) clause 9.1.12 (marine hull);
 - (xii) clause 9.1.13 (marine liability);
 - (xiii) clause 9.1.14 (ship builders);
 - (xiv) clause 9.1.15 (cyber);
 - (xv) clause 9.1.16 (contract works); and
 - (xvi) clauses 9.1.17, 9.1.18 and 9.1.19; and
- b. relieved of its obligations under clauses 9.1.20 and 9.1.23,

in respect of a particular insurance listed in clause 9.1.28a for any period during which the Contractor's insurance program holds Approved Contractor Insurance Program (ACIP) status under CASG's centralised process for monitoring the compliance of contractors with contractual insurance requirements, subject to any limitations on or conditions of that approval (including whether the Contractor's ACIP status extends to that type of insurance). The Contractor shall advise the Commonwealth Representative within five Working Days if its ACIP status is withdrawn or suspended by the Commonwealth.

10 INDEMNITIES, DAMAGES, RISK AND LIABILITY

10.1 Contractor's Employees and Officers (Core)

- 10.1.1 The Contractor shall indemnify the Commonwealth and Commonwealth Officers in respect of any Loss in connection with the death, personal injury, disease or illness of any employee or officer of the Contractor in relation to the Contract.
- 10.1.2 The liability of the Contractor under clause 10.1.1 shall be reduced to the extent that the Contractor demonstrates that the Loss arose out of or as a consequence of a Commonwealth Default.
- 10.1.3 The Contractor shall release the Commonwealth and Commonwealth Officers in respect of any liability for Loss referred to in clause 10.1.1, except to the extent that the Contractor demonstrates that the Loss arose out of or as a consequence of a Commonwealth Default.

10.2 Intellectual Property and Confidentiality (Core)

- 10.2.1 The Contractor shall indemnify the Commonwealth and Commonwealth Officers in respect of any Loss in connection with a Claim by a third party in respect of the following:
 - a. an infringement or alleged infringement of the third party's IP rights (including Moral Rights) arising out of or as a consequence of:
 - (i) an activity permitted or purportedly permitted by or under a licence or assignment of IP rights under or referred to in the Contract (including in clause 5); and
 - (ii) a failure by the Contractor to grant (or ensure the grant of) a licence or assign (or ensure the assignment) of IP rights under or referred to in the Contract (including in clause 5); and

- b. breach or alleged breach of any obligation of confidentiality owed to that third party arising out of or as a consequence of any act or omission of the Contractor or Contractor Personnel.
- 10.2.2 The liability of the Contractor under clause 10.2.1 shall be reduced to the extent that the Contractor demonstrates that the Loss arose out of or as a consequence of a Commonwealth Default.
- 10.2.3 In this clause 10.2:
 “infringement” of a right includes an act or omission that would, but for the operation of section 163 of the *Patents Act 1990* (Cth), sections 96 and 96A of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth), or section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement of the right.

10.3 Other Third Party Claims (Core)

- 10.3.1 The Contractor shall indemnify the Commonwealth and Commonwealth Officers in respect of any Loss in connection with a Claim by a third party arising out of or as a consequence of a Contractor Default, including a Claim in respect of:
 - a. the death, personal injury, disease or illness of any person; or
 - b. loss of or damage to any third party property.
- 10.3.2 The liability of the Contractor under clause 10.3.1 shall be reduced to the extent that the Contractor demonstrates that the Loss arose out of or as a consequence of:
 - a. a Commonwealth Default;
 - b. an Excepted Risk; or
 - c. a breach of a general law duty or an applicable law by an Unrelated Party.

10.4 Proceedings Relating to Indemnities (Core)

- 10.4.1 If:
 - a. a Claim is brought or threatened against the Commonwealth; and
 - b. the Claim is one that is or may be the subject of an indemnity given by the Contractor under the Contract,
 the Commonwealth shall give the Contractor notice of the Claim, which shall include particulars of the Claim so far as known to the Commonwealth Representative.
- 10.4.2 The Commonwealth shall, for any proceedings relating to a Claim of the type referred to in clause 10.4.1:
 - a. keep the Contractor informed of all developments in relation to the proceedings;
 - b. conduct the proceedings in accordance with any reasonable directions of the Contractor, subject to the *Legal Services Directions 2017* and other relevant Commonwealth policies; and
 - c. not agree to a settlement in relation to the Claim without the prior consent of the Contractor, unless a failure to agree the settlement would be contrary to the *Legal Services Directions 2017* and other relevant Commonwealth policies.
- 10.4.3 The Commonwealth may, following a request from the Contractor, agree to apply for leave to withdraw from proceedings relating to a Claim. If the Commonwealth is granted leave to withdraw from the proceedings:
 - a. the Commonwealth shall withdraw from the proceedings;
 - b. the Contractor shall comply with any conditions imposed by the court in relation to the grant of such leave; and
 - c. the Contractor shall, in its own name and at its own expense, conduct the proceedings.

10.5 Other Provisions Relating to Indemnities (Core)

- 10.5.1 The Commonwealth holds the benefit of each indemnity given in favour of a Commonwealth Officer (each a 'protected person') under clauses 10.1, 10.2 or 10.3 on trust for the protected person.
- 10.5.2 The Commonwealth may recover from the Contractor an amount under an indemnity given by the Contractor under the Contract before the Commonwealth makes a payment in respect of such amount.

10.6 Liquidated Damages and Other Compensation (Optional)

- 10.6.1 The parties acknowledge that, if the Contractor fails to achieve a Milestone listed in Attachment D by the applicable Milestone Date:
- a. the Commonwealth will suffer loss and damage; and
 - b. such loss and damage will, having regard to the governmental and non-commercial nature of the Supplies and their significance to the defence of Australia, be impossible, complex or expensive to quantify accurately in financial terms,
- and therefore, the parties agree that the applicable LD Amount is:
- c. a genuine pre-estimate of the Loss that would be suffered by the Commonwealth resulting from a Contractor delay in achievement of the Milestone; and
 - d. an appropriate protection of the Commonwealth's legitimate interests in relation to the performance of the Contract.
- 10.6.2 If a Milestone listed in Attachment D is not achieved by the Milestone Date for the Milestone, the Commonwealth shall be entitled to recover from the Contractor, as liquidated damages and not as a penalty, the LD Amount for the Milestone.
- 10.6.3 No amount shall be owing to the Commonwealth under this clause 10.6 until the Commonwealth elects, in accordance with this clause 10.6, to recover the amount.
- 10.6.4 The Commonwealth may elect:
- a. to recover an LD Amount in one amount;
 - b. to recover an LD Amount in two or more amounts;
 - c. to accept compensation (instead of the LD Amount) as agreed in writing between the parties; or
 - d. to accept compensation as agreed between the parties and to recover part of the LD Amount as agreed in writing between the parties in one or more amounts.
- 10.6.5 If the Commonwealth makes an election under clause 10.6.4b or 10.6.4d in respect of a failure to achieve a Milestone, the Commonwealth may make one or more further elections in relation to the failure (up to any applicable cap on the LD Amount).
- 10.6.6 An election by the Commonwealth under this clause 10.6 in respect of a failure to achieve a Milestone shall, unless otherwise agreed in writing between the parties, be made and notified to the Contractor no later than:
- a. if an applicable cap on the LD Amount is reached before the Milestone is achieved, the end of four months after the Commonwealth receives notice from the Contractor that the cap has been reached; or
 - b. if the Milestone is achieved before the Commonwealth receives a notice under clause 10.6.6a the end of four months after the Milestone is achieved.
- 10.6.7 If the Commonwealth does not elect before the end of the period determined in accordance with clause 10.6.6 in respect of all or some of the LD Amount for a Milestone listed in Attachment D, the Commonwealth will be taken to have elected and notified the Contractor at that time to recover the whole or the balance of the LD Amount (as relevant).
- 10.6.8 Unless the Commonwealth expressly agrees otherwise, a change to a Milestone Date effected by a CCP does not affect the Commonwealth's entitlement to liquidated damages already

accrued in respect of the period from the original Milestone Date to the date when the CCP takes effect to change the Milestone Date.

- 10.6.9 If the Commonwealth elects to accept compensation instead of liquidated damages (whether in the form of further supplies or services or otherwise), the Contractor shall prepare a CCP to effect a change to the Contract and any other contract between the Commonwealth and the Contractor that may be affected.
- 10.6.10 The Commonwealth's rights under this clause 10.6 in respect of a delay in the achievement of a Milestone listed in Attachment D are the Commonwealth's only entitlement to recover compensation or damages in respect of Loss of the Commonwealth resulting from that delay. To avoid doubt, no Commonwealth rights other than to compensation or damages in respect of that delay (for example, termination rights or rights in respect of a misrepresentation) are affected.

10.7 Loss of or Damage to the Supplies (Core)

- 10.7.1 Risk in relation to any loss of, or damage to, the Supplies resides with the Contractor:
- a. until the Supplies are delivered to the Commonwealth in accordance with the Contract; and
 - b. at any time after delivery (but prior to Acceptance of the Supplies) where the Contractor retakes possession of the Supplies in accordance with the Contract.
- 10.7.2 The Contractor shall replace or reinstate any Supplies that are lost and repair any Supplies that are damaged while the risk resides with the Contractor under clause 10.7.1, except to the extent that the loss or damage to the Supplies arose out of or as a consequence of a Commonwealth Default.
- 10.7.3 The Commonwealth shall take reasonable care to prevent loss of, or damage to, Supplies that have been delivered to it in accordance with the Contract but which have not yet been Accepted.
- 10.7.4 Nothing in this clause 10.7 limits or affects the Contractor's obligations under clause 3.2, 3.3, 8.2 or 10.8.

10.8 Loss of or Damage to Commonwealth Property (Core)

- 10.8.1 The Contractor shall (and shall ensure that all Contractor Personnel) take reasonable care to prevent loss of, or damage to, Commonwealth Property in connection with:
- a. the work under the Contract; and

Option: Insert clause 10.8.1b if GFF is included in the draft Contract.

- b. the use or occupation of any GFF.

- 10.8.2 The Contractor shall be liable for any Loss incurred by the Commonwealth in connection with any loss of, or damage to:
- a. any Commonwealth Property (other than GFF) while it is:
 - (i) on any Contractor Premises; or
 - (ii) being stored or transported by or on behalf of the Contractor, a Related Body Corporate of the Contractor or a Subcontractor; or
 - b. any GFF (other than fair wear and tear) in respect of which the Contractor or a Subcontractor is responsible for controlling physical access,
- in connection with the Contract, whether or not the loss or damage arises out of or as a consequence of a Contractor Default.
- 10.8.3 The liability of the Contractor under clause 10.8.2 shall be reduced to the extent that the Contractor demonstrates that the loss or damage arose out of or as a consequence of:
- a. a Commonwealth Default; or
 - b. an Excepted Risk.

- 10.8.4 Without limiting clause 10.8.2, the Contractor shall be liable for any Loss incurred by the Commonwealth in connection with any loss of, or damage to, Commonwealth Property arising out of or as a consequence of a Contractor Default.
- 10.8.5 The liability of the Contractor under clause 10.8.4 shall be reduced to the extent that the Contractor demonstrates that the loss or damage arose out of or as a consequence of:
- a Commonwealth Default;
 - an Excepted Risk; or
 - a breach of a general law duty or an applicable law by an Unrelated Party.
- 10.8.6 Nothing in this clause 10.8 limits or affects the Contractor's obligations under clause 3.2, 3.3, 8.2 or 10.7.

10.9 Exclusions of Certain Losses (Core)

- 10.9.1 Subject to clause 10.10.4, the Contractor is not liable to:
- pay compensation or damages under or in relation to this Contract; and
 - make a payment under an indemnity in this Contract,
- for Loss incurred by the Commonwealth resulting from:
- damage to reputation or exemplary or punitive damages incurred by the Commonwealth; or
 - diminished revenue, profits or business opportunity suffered by the Commonwealth.
- 10.9.2 The Commonwealth is not liable to pay compensation or damages under or in relation to this Contract for Loss resulting from damage to reputation or for exemplary or punitive damages incurred by the Contractor.

Option: Insert clause 10.9.3 if a GFF Licence is included in the draft Contract.

- 10.9.3 The Commonwealth has no liability to the Contractor for any Loss resulting from loss of revenue or profits or loss of business opportunity suffered or incurred by the Contractor in connection with any occupation or use of the GFF by the Contractor for a purpose that is not related to the performance of the Contract.

10.10 Liability Caps (Core)

Note to drafters: A liability risk assessment is to be undertaken by the Commonwealth in accordance with the Defence Liability Principles and the standard Defence methodology described in the Liability Risk Assessment template, both of which can be accessed at <http://drnet.defence.gov.au/casg/commercial/UndertakingProcurementinDefence/Pages/Liability-Risk-Management.aspx>. The liability risk assessment provides the basis for determining the liability caps in this clause 10.10 and the insurance requirements in clause 9.

Note to tenderers: The liability caps were determined by the Commonwealth based on a liability risk assessment conducted in accordance with the Defence Liability Principles and the standard Defence methodology described in the Liability Risk Assessment template, both of which can be accessed at:

- <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/liability-risk-management>.

- 10.10.1 The liability of the Contractor to the Commonwealth in connection with the Contract (including at general law, in negligence or in equity) in respect of the following is limited (in each case) in aggregate to the relevant Limitation Amount specified in the Details Schedule:
- loss of or damage to Defence Property (other than Supplies);
 - liquidated damages (including the value of any agreed compensation provided by the Contractor instead of an LD Amount that would otherwise be payable); and
 - loss of or damage to Supplies (including loss of use of Supplies) and Losses suffered by the Commonwealth other than those referred to in clauses 10.10.1a and 10.10.1b.

10.10.2 Each of the liability caps referred to in clause 10.10.1 is mutually exclusive and is to be applied separately.

Option: For use if an overall liability cap, as well as the individual caps in clause 10.10.1, are used.

10.10.3 In addition to clause 10.10.1, the maximum amount that the Contractor is liable to pay as compensation or damages under the Contract (including at general law, in negligence or in equity) in respect of Loss suffered by the Commonwealth of any kind, is limited in aggregate to the Overall Limitation Amount specified in the Details Schedule.

10.10.4 The liability caps in this clause 10.10 and exclusions of liability under clause 10.9 do not apply to a liability of the Contractor under or arising out of the Contract in relation to:

- a. **(third party claims)** a Claim by a third party in respect of:
 - (i) the death, personal injury, disease or illness of any person; or
 - (ii) loss of or damage to property of a third party;
- b. **(IP)** an infringement of an intellectual property right (including a Moral Right) of any person;
- c. **(confidentiality)** a breach of an obligation of confidence;
- d. **(death of or personal injury to Commonwealth Officers)** the death, personal injury, disease or illness of a Commonwealth Officer;
- e. **(non-Defence Commonwealth Property)** the loss of, or damage to, Commonwealth Property (other than Defence Property);
- f. **(Defence security)** a breach of the Contractor's obligations in relation to Defence security;
- g. **(privacy)** a breach of a written law with respect to privacy;
- h. **(criminal offences)** an act or omission of the Contractor or Contractor Personnel, where the person concerned has been convicted or found guilty of an offence comprised in the act or omission;
- i. **(Wilful Default)** a Wilful Default of the Contractor or Contractor Personnel;
- j. **(repudiation)** a repudiation of the Contract by the Contractor where the Contractor has intentionally abandoned the Contract; or
- k. **(restitution)** restitution of amounts paid under a mistake of fact or law in relation to the Contract.

10.10.5 Each paragraph of clause 10.10.4 is independent of, and its application is not affected by, any of the other paragraphs.

Note to drafters: Choose either 'clause 10.10.1' or 'clauses 10.10.1 and 10.10.3' depending on whether or not the optional clause 10.10.3 is selected.

10.10.6 The amount of a liability cap in [clause 10.10.1] [clauses 10.10.1 and 10.10.3] shall be adjusted in accordance with the formula:

$$\text{new amount} = \left(\frac{\text{most recent CPI}}{\text{Base Date CPI}} \right) \times \text{existing amount}$$

where:

'Base Date CPI' means the CPI most recently published before the Base Date;

'CPI' means the Consumer Price Index, All Groups, Weighted Average of Eight Capital Cities published by the ABS in Catalogue number 6401.0, Table 7, Series ID A2325846C or, if that Index is no longer published by the ABS, the index published by the ABS that most closely corresponds to that Index; and

'most recent CPI' means the CPI most recently published before the question whether a liability cap has been reached is determined.

10.11 Renegotiation of Liquidated Damage and Liability Cap Amounts (Core)

10.11.1 If:

- a. a party proposes a change to the Contract Price by a CCP; and
- b. the change, together with other changes to the Contract Price since this clause 10.11 was last applied, increases or decreases the Contract Price by more than the Renegotiation Threshold specified in the Details Schedule,

the parties shall negotiate in good faith, taking into account any increased risk relating to the Contract, to make amendments to the liability caps and to the LD Amounts.

Note to Drafters: If clause 10.6 is not included, drafters are to remove the words 'Liquidated Damage and' from the clause heading and remove 'and to the LD Amounts' from the end of this clause.

10.12 Proportionate Liability Laws (Core)

10.12.1 The parties agree that, to the extent permitted by law, the provisions of the Contract:

- a. are express provisions for their rights, obligations and liabilities with respect to matters to which a Proportionate Liability Law applies; and
- b. exclude, modify and restrict the provisions of a Proportionate Liability Law to the extent of their inconsistency with the Proportionate Liability Law.

11 CONTRACT MANAGEMENT**11.1 Change to the Contract (Core)**

11.1.1 Except as expressly permitted in the Contract, the Contract shall be changed only in accordance with this clause 11.1. The parties shall not be liable to each other for any additional work undertaken or expenditure incurred unless the change has been Approved under clause 11.1.5 and taken effect in accordance with clause 11.1.5.

11.1.2 Either party may propose a change to the Contract. CCPs shall:

- a. be in the format set out at Annex C to Attachment I; and
- b. if the proposal involves a change to the SOW and except where otherwise directed by the Commonwealth Representative, be accompanied by an ECP in the form of DID-CM-MGT-ECP.

11.1.3 If the Commonwealth Representative proposes a change to the Contract it shall:

- a. notify the Contractor and the Contractor shall submit a CCP to the Commonwealth Representative within a period of 30 days after receipt of such notice or such other period as agreed in writing; or
- b. provide a CCP to the Contractor and the Contractor shall, within 30 days after receipt, notify the Commonwealth Representative of any changes it requires to the CCP.

11.1.4 Prior to the Contractor preparing a CCP, the Commonwealth may require the Contractor to provide a NTE quote for the preparation of a CCP. If the Commonwealth requires a NTE quote under this clause, the amount payable under clause 11.1.7 shall not exceed the NTE quote provided.

11.1.5 Unless otherwise agreed in writing, the Commonwealth Representative shall:

- a. within such period as specified in clause 2.3 of the SOW; or
- b. if no such period is specified, within 30 days after receipt,

either Approve the CCP or reject the CCP giving reasons for such rejection. A CCP that has been Approved takes effect when executed by both parties unless otherwise set out in the CCP.

Note to drafters: The list included in clause 11.1.6 needs to be validated against the contract and the SOW to ensure that it is both accurate and complete.

- 11.1.6 The cost of preparing the following CCPs shall be borne by the Contractor, including where the CCP is required by the Commonwealth:
- a. a CCP under clauses 1.8.2, 3.7.4, 6.3.4, 6.3.9, 10.6.9 or 11.9.5;
 - b. a CCP under clause 2.4.6 of the SOW; and
 - c. any other CCP which is proposed or required to address any non-performance of the Contractor under the Contract.
- 11.1.7 Subject to clauses 11.1.4 and 11.1.6, the Commonwealth shall meet the reasonable cost of preparation of a CCP required by the Commonwealth whether or not the CCP is agreed by the Contractor.
- 11.1.8 The Commonwealth Representative may issue a consolidated version of the Contract to incorporate CCPs that have taken effect. The consolidated version does not affect the legal status of the CCP as determined under clause 11.1.5.

11.2 Conflicts of Interest and Other Disclosures by the Contractor (Core)

- 11.2.1 The Contractor warrants that, to the best of its knowledge after making diligent inquiries, as at the Effective Date specified in the Details Schedule no conflict of interest exists or is likely to arise in connection with the performance of its obligations under the Contract by the Contractor, an Approved Subcontractor or the employees and officers of either of them.
- 11.2.2 The Contractor shall promptly notify and fully disclose to the Commonwealth any event or occurrence actual or threatened during the performance of the Contract which may materially adversely affect the Contractor's ability to perform any of its obligations under the Contract.
- 11.2.3 Without limiting clause 11.2.2, the Contractor shall promptly notify the Commonwealth if a conflict of interest referred to in clause 11.2.1 arises or appears likely to arise.
- 11.2.4 Within five Working Days after giving notice under clause 11.2.2 or 11.2.3, the Contractor shall notify the Commonwealth of the steps the Contractor will take to resolve the issue. If the Commonwealth considers those steps are inadequate, it may direct the Contractor to resolve the issue in a manner proposed by the Commonwealth.
- 11.2.5 If the Contractor fails to notify the Commonwealth in accordance with clause 11.2.2, 11.2.3 or 11.2.4 or fails to resolve the issue in the required manner, the Commonwealth may give the Contractor a notice of termination for default under clause 13.2.1e;
- 11.2.6 The Contractor shall include rights of the Commonwealth equivalent to those set out in this clause 11.2 in all Approved Subcontracts.

11.3 Waiver (Core)

- 11.3.1 Failure by either party to enforce a provision of the Contract shall not be construed as in any way affecting the enforceability of that provision or the Contract as a whole.
- 11.3.2 The exercise of the Commonwealth's rights under the Contract does not affect any other rights of the Commonwealth under the Contract or otherwise, and does not constitute:
- a. an election to exercise those rights instead of other rights; or
 - b. a representation that the Commonwealth will not exercise other rights.

11.4 Confidential Information (Core)

Note to tenderers: Completion of Attachment N will be undertaken with the preferred tenderer(s) prior to / during negotiations for any resultant Contract. The preferred tenderer(s) will need to justify how each clause and other information that is contained or generated under any resultant Contract, which is proposed to be treated as Confidential Information, meets all four of the criteria listed in Attachment N.

- 11.4.1 Each party shall ensure that Confidential Information provided by the other party under or in connection with the Contract or identified in Attachment N is not disclosed, except to the extent that:
- the disclosure is permitted under clause 11.4.3;
 - the Confidential Information is in TD or Software and the disclosure is in connection with the exercise of the rights provided for in clause 5;
 - the Confidential Information is in the Contract Material and the disclosure is to a Commonwealth Service Provider in connection with the exercise of the rights provided for in clause 5.6.1b(i); or
 - the other party provides its prior written consent to the disclosure (and such consent may be subject to conditions).
- 11.4.2 Each party shall ensure that, before disclosing Confidential Information under clause 11.4.1b or 11.4.1c, the recipient:
- executes a confidentiality deed poll substantially in the form of Annex F of Attachment I; or
 - is otherwise subject to an obligation not to disclose the Confidential Information to any other person on terms substantially equivalent to those in Annex F of Attachment I.
- 11.4.3 Clause 11.4.1 does not apply to a disclosure of Confidential Information to the extent that the disclosure is:
- required or authorised by law;
 - necessary for the conduct of any legal proceedings arising in connection with the Contract;
 - made by the Commonwealth, a Minister or Parliament in accordance with statutory or portfolio duties or functions, or for public accountability reasons, including following a request by Parliament, a parliamentary committee, or a Minister; or
 - to any of the following persons:
 - a legal adviser, insurer, financier, auditor or accountant of a party to the extent required to enable them to perform those roles;
 - a Related Body Corporate for internal management purposes;
 - any Commonwealth Personnel who needs to know the information in order to undertake their duties or functions; and
 - an employee, officer or agent of the Contractor who needs to know the information to enable the Contractor to perform its obligations under the Contract.
- 11.4.4 The Contractor shall not, in marking information supplied to the Commonwealth, misuse the term "Confidential Information" or equivalent terms.
- 11.4.5 Subject to clause 11.4.6, the Contractor shall deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control which contain or relate to any information that is Confidential Information of the Commonwealth on the earlier of:
- the date specified in a notice given by the Commonwealth (acting reasonably); and
 - the time the documents and other material are no longer required for the purposes of the Contract.
- 11.4.6 The Contractor may retain, and will not be required to return or destroy, any documents containing or relating to Confidential Information of the Commonwealth, where such documents are:
- retained in order to comply with any legal, professional or insurance obligations; or
 - stored in electronic backups or records that are produced in the normal course where it is not reasonably practicable to destroy such backups or records.

- 11.4.7 If the Commonwealth gives a notice under clause 11.4.5 and the Contractor has placed or is aware that documents containing the Confidential Information of the Commonwealth are beyond its possession or control, the Contractor shall provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.
- 11.4.8 Subject to clause 11.4.6 the Contractor, when directed by the Commonwealth in writing, agrees to destroy any document in its possession, power or control which contain or relate to any Confidential Information of the Commonwealth.
- 11.4.9 Return or destruction of the documents referred to in this clause 11.4 does not release the Contractor from its obligations under the Contract.

11.5 Assignment and Novation (Core)

- 11.5.1 Neither party may, without the written consent of the other, assign its rights under the Contract or novate its rights or obligations under the Contract.
- 11.5.2 If the Contractor proposes to enter into any arrangement which will require the novation of the Contract, it shall notify and seek the consent of the Commonwealth Representative within a reasonable period prior to the proposed novation.
- 11.5.3 The Commonwealth may refuse to consent to an arrangement proposed by the Contractor under clause 11.5.2.

11.6 Negation of Employment and Agency (Core)

- 11.6.1 The Contractor shall not represent itself, and shall ensure that Contractor Personnel do not represent themselves, as being employees, partners or agents of the Commonwealth.
- 11.6.2 None of the Contractor or Contractor Personnel shall, by virtue of the Contract, be, or for any purpose be taken to be, an employee, partner or agent of the Commonwealth.

11.7 Commonwealth Access (Core)

- 11.7.1 During the performance of the Contract, the Contractor shall, subject to the Commonwealth giving five Working Days' prior notice to the Contractor, provide the Commonwealth Representative, and any person authorised by the Commonwealth Representative, with access to its premises, records and accounts for any purpose related to the Contract. However, in the event of an emergency, an accident or incident investigation, a threat to WHS or the Environment, the Commonwealth may require, and the Contractor shall provide, immediate access to the premises, records or accounts for any purpose related to such emergency, investigation or threat. The Commonwealth may copy any records or accounts for such purposes.
- 11.7.2 The Contractor shall ensure that Approved Subcontracts require Approved Subcontractors to give the Commonwealth Representative and any person authorised by the Commonwealth Representative, access to Approved Subcontractors' premises, and to records and accounts in connection with the performance of work under the Subcontract, including the right to copy. However, in the event of an emergency, an accident or incident investigation, a threat to WHS or the Environment, the Commonwealth may require, and the Contractor shall ensure that the Approved Subcontractor provides, immediate access to the premises, records or accounts for any purpose related to such emergency, investigation or threat. The Contractor shall ensure that the Commonwealth may copy any records or accounts for such purposes.
- 11.7.3 Without limiting clauses 11.7.1, 11.7.2 and 11.7.4, the Contractor acknowledges and agrees that:
- a. the Auditor-General has the power under the *Auditor-General Act 1997* (Cth) to conduct audits (including performance audits) of the Contractor and Subcontractors in relation to the Contract;
 - b. the Auditor-General may give a copy of, or an extract from, a report on an audit in relation to the Contract to any person (including a Minister) who, in the Auditor-General's opinion, has a special interest in the report or the content of the extract; and

- c. the Commonwealth Representative may authorise the Auditor-General, or member of the staff of the Australian National Audit Office, to access premises, records and accounts under clause 11.7.1 and 11.7.2.
- 11.7.4 Without limiting the generality of clauses 11.7.1 and 11.7.2, the purposes for which the Commonwealth Representative or any person authorised by the Commonwealth Representative may require access include:
- a. inspecting CMCA, attending, conducting or checking stocktakes of CMCA, including viewing and assessing the Contractor's inventory control and stocktaking systems, and removing CMCA that is no longer required for the performance of the Contract;
 - b. performing Audit and Surveillance activities in relation to Quality in accordance with clause 8 of the SOW;
 - c. auditing the Contractor's compliance with the AIC Obligations and each AIC Subcontractor's compliance with the respective AIC Subcontractor Obligations, including validating progress in meeting the Approved AIC Plan or Subcontractor AIC Plans (as applicable);
 - d. investigating the reasonableness of proposed prices or costs in any CCP submitted in accordance with clause 11.1;
 - e. investigating:
 - (i) postponement costs claimed under clause 6.4;
 - (ii) Defect rectification costs claimed under clause 8.2.2; and
 - (iii) any other claims made by the Contractor under the Contract;
 - f. determining whether and to what extent steps should be taken to register or otherwise protect Commonwealth IP;
 - g. validating the Contractor's compliance with clause 5 and the TDSR Schedule;
 - h. auditing raw data, Software Design Data, Software, and Source Code for the purpose of validating the Contractor's performance under the Contract;

Option: For when an EVMS is used.

- i. performing reviews of the EVMS in accordance with clause 3.2.4 of the SOW;
 - j. without being under any obligation to do so, monitoring the Contractor's compliance with any applicable laws or Approved plans in connection with the protection of WHS or the Environment, including the development and implementation of any systems, policies or procedures related to WHS and environmental compliance as required under the Contract;
 - k. assessing the financial viability of the Contractor to perform and complete the Contract; and
 - l. monitoring and assessing compliance with the Commonwealth Supplier Code of Conduct in accordance with clause 12.10.1.
- 11.7.5 The Contractor shall permit the Commonwealth to, and shall facilitate the Commonwealth being able to, exercise its rights in this clause 11.7 to access Related Bodies' Corporate records (including subsidiary and parent company records) relating to transfer pricing, cross-subsidisation with Related Bodies Corporate and the allocation of overheads between the Contractor and the Related Bodies Corporate in connection with any investigation, audit or review referred to in clause 11.7.4.

Note to drafters: When significant Software management activities may be performed by Approved Subcontractors, the project should consider including a tripartite deed (ideally in the RFT or otherwise in the draft Contract for negotiation) to capture the obligations in clause 11.7.4h and 11.7.2 (as an annex to Attachment I to the Contract) within the context of a direct relationship between the Contractor, Approved Subcontractor and Commonwealth. An additional clause would need to be included in clause 11.7 requiring the Contractor to obtain and provide to the

Commonwealth an executed deed substantially in accordance with the relevant annex to Attachment I from all Approved Subcontractors performing software management activities.

- 11.7.6 The Commonwealth shall comply with, and shall require any delegate or person authorised by the Commonwealth Representative to comply with, any reasonable Contractor or Approved Subcontractor safety and security requirements or codes of behaviour for the premises.

11.8 Contractor Access (Core)

- 11.8.1 The Commonwealth shall, during the period of the Contract, provide access to any Commonwealth Premises for persons Approved under this clause 11.8 as necessary for the Contractor's performance of the Contract.
- 11.8.2 Subject to clause 3.8 and unless otherwise agreed in writing, the Contractor shall seek written permission from the Commonwealth Representative, at least five Working Days prior to entry being required, for each person the Contractor wishes to have access to Commonwealth Premises.
- 11.8.3 The Commonwealth Representative may grant or refuse to grant a person access to the Commonwealth Premises. If access to any person specified by the Contractor is refused, the Contractor may request access for another person if necessary for the performance of the Contract.
- 11.8.4 The Commonwealth Representative may by notice to the Contractor withdraw access rights to Commonwealth Premises at any time for any period.
- 11.8.5 The Contractor shall comply with, and require persons afforded access under this clause 11.8 to comply with, any relevant Commonwealth safety and security requirements, regulations, standing orders, or codes of behaviour for the Commonwealth Premises.
- 11.8.6 The Commonwealth Representative may notify the Contractor of, and the Contractor shall comply with, any special security or access provisions that apply to a particular Commonwealth Premises relevant to the Contract.

Option: For when the Contractor is to be given a GFF Licence.

- 11.8.7 This clause 11.8 does not apply in relation to the GFF.

11.9 Subcontracts (Core)

- 11.9.1 The Contractor shall not Subcontract the whole of the work under the Contract.
- 11.9.2 The Contractor may, but shall not be required to, Subcontract with one or more of the Approved Subcontractors.

Note to drafters: Exceptions identified in accordance with clause 11.9.3 may be defined in terms of specific Subcontractors, classes of Subcontractors, or levels in the WBS, etc. For instance, SMEs who become relevant only because they perform installation services might be exempted from requirements that are not in any way relevant to their Subcontract, such as measurement activities pertaining to software management.

- 11.9.3 The Contractor shall not Subcontract work under the Contract to a Subcontractor and shall ensure that an Approved Subcontractor does not Subcontract work under an Approved Subcontract if:
- a. the total value of all work with the Subcontractor is expected to exceed the Approved Subcontractor Threshold specified in the Details Schedule;
 - b. the work involves:
 - (i) design and development activities;
 - (ii) modification of systems or equipment, such as Deviations;
 - (iii) systems installation or integration; or
 - (iv) **[INSERT OTHER SPECIFIC TYPE OF WORK OR TASK(S) TO BE PERFORMED];**
 - c. the work involves bringing in or creating IP in significant items of TD or Software; or

Note to drafters: If the requirement for one or more Defence-Required Australian Industrial Capabilities (DRAICs) is to be incorporated into the Contract (eg, in Attachment F), the following clause 11.9.3d should be replaced with the equivalent clause from ASDEFCON (Strategic Materiel).

- d. the Subcontract is expected to exceed the Approved Subcontractor Threshold and the work involves establishing, enhancing or maintaining an Industrial Capability within an Australian Entity that is, or forms part of, an ANZ Industry Capability (identified as a required activity under clause 3.2 of Attachment F), including:
 - (i) transfer of technology, TD, IP rights, knowhow and/or know-why to an Australian Entity for the purposes of creating or enhancing an ANZ Industrial Capability;
 - (ii) providing work to an Australian Entity that materially supports the maintenance of an ANZ Industrial Capability; and/or
 - (iii) where the Approved Subcontractor is establishing, enhancing or maintaining an Industrial Capability within itself,

unless that Subcontractor is an Approved Subcontractor or unless otherwise Approved by the Commonwealth in writing pursuant to clause 11.9.5.

Note to drafters: Clause 11.9.4 sets out the criteria for when an Approved Subcontractor is also required to be an AIC Subcontractor, which includes the development of Industrial Capability under clause 11.9.3d. Clause 11.9.4c recognises that, even when there are no Industrial Capability considerations, there is greater scope to pursue the AIC Objectives as the percentage of ACE for an Approved Subcontractor increases. As such, drafters need to insert a threshold ACE percentage that, in the context of the Approved Subcontractor Threshold and the nature and scope of the contract, will facilitate the pursuit of the AIC Objectives. Refer to the AIC Guide for ASDEFCON for further guidance on this issue.

11.9.4 If:

- a. an Approved Subcontractor performs work referred to in clause 11.9.3d;
- b. an Approved Subcontractor is undertaking procurement of systems or equipment for which Industrial Capabilities need to be established in an Australian Entity to support achieving Sovereignty for the Mission System; or
- c. the percentage of ACE for an Approved Subcontract is expected to be equal to or greater than [... **INSERT EG, 30%** ...] of the Approved Subcontract price,

that Approved Subcontractor shall also be an AIC Subcontractor.

11.9.5 Where clause 11.9.3 or clause 11.9.4 applies in respect of a Subcontractor, the Contractor may seek the Commonwealth's Approval by written request to the Commonwealth Representative (such request to include a detailed justification) for the relevant Subcontractor not to be treated as an:

- a. Approved Subcontractor for the purposes of the Contract;
- b. AIC Subcontractor for the purposes of the Contract; and/or
- c. Approved Subcontractor or an AIC Subcontractor for the purposes of the application of specific provisions of the Contract.

11.9.6 The Contractor may request the inclusion of additional Approved Subcontractors in Attachment H by submitting a CCP in accordance with clause 11.1. The CCP shall include full particulars of the work to be Subcontracted, the name and address of each proposed Subcontractor and any other information about the Subcontractor required by the Commonwealth Representative.

11.9.7 The Commonwealth Representative shall Approve or reject the CCP in accordance with clause 11.1.6. The Commonwealth Representative's Approval shall not be unreasonably withheld.

11.9.8 None of the following reduce or limit the Contractor's obligations or liabilities under or in relation to the Contract:

- a. the Contractor's subcontracting any part of the work under the Contract;
 - b. the Commonwealth's Approval of a Subcontractor or a Subcontract; or
 - c. an act or omission of Contractor Personnel,
- and the Contractor shall be responsible for all Subcontractors.
- 11.9.9 The Contractor shall not enter into a Subcontract if the terms of the Subcontract will result in the Contractor not complying with a requirement in clause 5, unless the Contractor has complied with clause 5.10.3b.
- 11.9.10 If a Subcontract is terminated, repudiated or rescinded, whether in relation to its terms or as a result of any legislation relating to bankruptcy, liquidation or official management, the Contractor shall promptly notify the Commonwealth Representative and shall complete the work under the Contract either itself or by engaging another Subcontractor.
- 11.9.11 The Contractor acknowledges and shall inform its Subcontractors that the Commonwealth may be required to publicly disclose Subcontractors' participation in the performance of the Contract. If requested by the Commonwealth Representative, the Contractor shall provide the Commonwealth Representative with names of Subcontractors and copies of Subcontracts (which need not contain prices) for this purpose.
- 11.9.12 The Contractor shall not enter into a Subcontract with a Subcontractor named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).
- 11.9.13 The Contractor shall obtain and provide to the Commonwealth an Approved Subcontractor Deed duly executed by a relevant Approved Subcontractor before any goods or services are provided by that Approved Subcontractor and no later than 20 Working Days after executing the relevant Subcontract.
- 11.9.14 For the purposes of clause 11.9.13, "a relevant Approved Subcontractor" means:
- a. an Approved Subcontractor who performs work referred to in clause 11.9.3c;
 - b. an AIC Subcontractor; and
 - c. an Approved Subcontractor identified in Attachment H as being required to provide an Approved Subcontractor Deed to the Commonwealth.

Note to drafters: *These clauses 11.9.15 to 11.9.18 must be included in the draft RFT in accordance with the Payment Times Procurement Connected Policy (PT PCP) if the procurement will be valued at over \$4 million (inc GST). If the value of the procurement is not known, it should be assumed for the purposes of the PT PCP, that the procurement is valued above \$4 million (inc GST), unless it is reasonable to assume otherwise.*

It is not mandatory to include this clause if any of the limitations at 2.1 of the PT PCP apply. For example, this clause is not required to be included if the procurement is exempt from Division 2 of the CPRs under paragraph 2.6 of the CPRs (i.e. a Defence Exempt Procurement).

Note to tenderers: *The Payment Times Procurement Connected Policy (PT PCP) imposes obligations on large businesses who enter into a contract with the Commonwealth to pay invoices under their new Subcontracts (up to \$1 million (inc GST)) within 20 days. Late payments of invoices in scope will incur interest. Further information about the Payment Times Procurement Connected Policy is available from the Department of Treasury at <https://treasury.gov.au/small-business/payment-times-procurement-connected-policy>. The PT PCP complements the Government Supplier Pay on Time or Pay Interest Policy.*

The following clauses will be included in the Contract if:

- **the Tenderer is a Reporting Entity as at the date of its tender response; and**
- **the value of the Contract is above \$4 million (inc GST) as at contract execution.**

- 11.9.15 The Contractor shall comply with the Payment Times Procurement Connected Policy (PT PCP), including the obligation to provide and comply with a PT PCP Remediation Plan (as defined in the PT PCP) when required to do so by the PT PCP Policy Team.

- 11.9.16 If the Contractor enters into a PT PCP Subcontract, the Contractor shall include in that subcontract:
- a. a requirement for the Contractor to pay the PT PCP Subcontractor:
 - (i) within 20 days after the acknowledgement of the satisfactory delivery of the goods or services and receipt of a Correctly Rendered Invoice, provided that this does not affect any other obligation to comply with applicable legislation that provides for a shorter payment period; and
 - (ii) subject to clause 11.9.18, for payments made by the Contractor after the payment is due, the unpaid amount plus interest on the unpaid amount calculated in accordance with the formula for late payments at clause 7.10.3;
 - b. a statement that the PT PCP applies to that subcontract;
 - c. a statement that the subcontractor may make a complaint to the PT PCP Policy Team in accordance with the PT PCP if there has been non-compliance with the requirements of this clause 11.9.16;
 - d. a statement that the Contractor must respond to any complaint of non-compliance made by the subcontractor under clause 11.9.16c; and
 - e. a statement that, if requested by the PT PCP Policy Team, the Contractor must complete a questionnaire in the form of Appendix C to the PT PCP.
- 11.9.17 If the Contractor enters into a Reporting Entity Subcontract, the Contractor shall use reasonable endeavours to include in that subcontract:
- a. obligations equivalent to those in clause 11.9.16; and
 - b. a requirement that if the Reporting Entity Subcontractor in turn enters into a Reporting Entity Subcontract, then that subcontract shall include:
 - (i) obligations equivalent to those in clause 11.9.16; and
 - (ii) obligations equivalent to this clause 11.9.17b (such that the obligations in this clause 11.9.17b are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).
- 11.9.18 The Contractor is not required to pay interest in accordance with clause 11.9.16a(ii) if either:
- a. the Commonwealth has failed to pay the Contractor in accordance with the timeframes and requirements under this Contract; or
 - b. the amount of the interest that would otherwise be payable is less than \$100 (inc GST).
- 11.9.19 If the Contractor is the subject of a complaint in relation to its compliance with clauses 11.9.15 to 11.9.19, or the associated payment provisions of a PT PCP Subcontract, the Contractor shall:
- a. not take any prejudicial action against the complainant due to the complaint or any investigation or inquiry in relation to the complaint; and
 - b. co-operate in good faith with the PT PCP Policy Team in connection with any investigation or inquiry and any attempt to resolve the complaint.

11.10 Defence Security (Core)

Note to drafters: Where the procurement involves weapons or explosive ordnance, drafters must obtain the DSVS's approval for the security-related aspects of the request documentation prior to release.

- 11.10.1 If the Contractor or Contractor Personnel require access to any Commonwealth Premises under the control or responsibility of Defence, the Contractor shall:
- a. comply with any security requirements (including those contained in the DSPF) notified to the Contractor by the Commonwealth Representative from time to time; and
 - b. ensure that Contractor Personnel are aware of and comply with the Commonwealth's security requirements.

11.10.2 The Contractor shall:

- a. ensure that Contractor Personnel undertake any security checks, clearances or accreditations as required by the Commonwealth;
- b. promptly notify the Commonwealth of any changes to circumstances which may affect the Contractor's capacity to provide the Supplies in accordance with the Commonwealth's security requirements; and
- c. provide a written undertaking in respect of security or access to the Commonwealth Premises in the form required by the Commonwealth.

Note to drafters: For further information on personnel security clearances and types of accreditation, refer to Principles 23, 40 and 63 of the DSPF. Facility accreditations will be required for certain Business Impact Levels. For information on the types of Business Impact Levels and, refer to:

<https://www.protectivesecurity.gov.au/physical/physical-security-entity-resources/Pages/default.aspx> or contact the relevant Regional DSVS Office.

Where the procurement involves complex security arrangements or a range of personnel security clearances, details should be set out in the Security Classification and Categorisation Guide at Attachment J. In this event, reference to that attachment should be made in the relevant section of the Details Schedule.

Note to tenderers: For information on security classification, and required facility accreditations refer to the Security Classification and Categorisation Guide (SCCG) at Attachment J (if applicable), Principles 10 and 73 of the DSPF, and the Australian Government's Protective Security Policy Framework at:

- <https://www.protectivesecurity.gov.au/physical/physical-security-entity-resources/Pages/default.aspx>.

11.10.3 The security classification of the information and assets accessible to the Contractor and work to be performed under the Contract will be up to and including the level specified in the Details Schedule. The Contractor shall:

- a. comply with the classification and protection of official information requirements of Principle 10 of the DSPF; and
- b. ensure that all required personnel (if any) possess a personnel security clearance at the level specified in the Details Schedule, and comply with the requirements and procedures of Principle 40 of the DSPF.

Note to drafters: DISP membership in accordance with Control 16.1 of the DSPF is required in various circumstances, including but not limited to where:

- a contractor is working on classified information or assets, storing or transporting Defence weapons or explosive ordnance, providing security services for Defence bases and facilities;
- the procurement involves weapons or explosive ordnance; or
- as a result of a Defence business requirement.

For further assistance and guidance in relation to determining whether DISP membership is required, refer to DISP Factsheet here:

<http://drnet/casg/commercial/CommercialPolicyFramework/Pages/Factsheets-and-Guidance.aspx>

Note to tenderers: For information on the DISP (and equivalent international agreements or arrangements for overseas tenderers) refer to Control 16.1 of the DSPF. For access to the DSPF tenderers should contact the Contact Officer listed in the Tender Details Schedule.

Option A: If the Contractor will require DISP membership in accordance with Control 16.1 of the DSPF.

- 11.10.4 The Contractor shall obtain and maintain all elements of DISP membership at the levels specified in the Details Schedule (or an equivalent international agreement or arrangement) in accordance with Control 16.1 of the DSPF for the purposes of the Contract.

Option B: If the Contractor will not require DISP membership in accordance with Control 16.1 of the DSPF.

- 11.10.5 The Contractor is not required to hold DISP membership within the meaning of Control 16.1 of the DSPF for the purposes of the Contract.

Note to drafters: Where work to be performed overseas will involve security classified information and/or assets, the following option is to be included. Otherwise the option should be deleted.

If, at the time of drafting, it is not clear that this clause will be required, the option is to be included in the draft Contract. Otherwise, the option should be deleted.

Note to tenderers: If the tenderer proposes to perform work at an overseas location and that work involves information and/or assets that is subject to a security classification, and that aspect proposal is agreed in any resultant contract, the following clauses will be included.

Option: If work is to be performed overseas and will involve security classified information and/or assets (as identified in the Details Schedule).

- 11.10.6 Where work under the Contract is performed overseas, the Contractor shall hold a Facility Security Clearance at the relevant level verified by DS&VS through a bilateral security instrument in accordance with Principle 16 of the DSPF.

Option: For when the procurement involves classified information or security-protected assets (as identified in the Details Schedule).

- 11.10.7 The Contractor shall classify all information in its possession relating to the performance of the Contract according to the Security Classification and Categorisation Guide at Attachment J and shall ensure that such information is safeguarded and protected according to its level of security classification.

11.10.8 With respect to security classified information, the Contractor shall:

- a. ensure that no security classified information furnished or generated under the Contract shall be released to a third party, including a representative of another country, without prior written approval of the originator through the Commonwealth Representative;
- b. promptly report to the Commonwealth Representative any security incident, as defined by the DSPF, including instances in which it is known or suspected that security classified information furnished or generated under the Contract has been lost or disclosed to unauthorised parties, including a representative of another country; and
- c. ensure that all security classified information transmitted between the parties or a party and a Subcontractor, in Australia, whether generated in Australia or overseas, shall be subject to the terms of Principle 71 of the DSPF.

Note to drafters: If, at the time of drafting, it is not clear that COMSEC material will be required to be transmitted within Australia, the following option is to be included in the draft Contract. Otherwise, the option should be deleted.

Option: For when COMSEC material is transmitted in Australia (as identified in the Details Schedule).

11.10.9 Where COMSEC material is transmitted in Australia, the Contractor shall ensure that:

- a. without limiting clause 11.10.8c, all COMSEC material transmitted between the parties or a party and a Subcontractor in Australia shall be subject to the special security provisions of Principle 13 of the DSPF; and
- b. all security classified information transmitted between the parties or a party and a Subcontractor located overseas whether generated in Australia or by another country shall be subject to the laws of the overseas country regarding the custody and protection of security classified information and to any bilateral security instrument between Australia and the overseas country.

Note to drafters: If, at the time of drafting, it is not clear that COMSEC material will be required to be transmitted overseas, the following option is to be included in the draft Contract. Otherwise, the option should be deleted.

Option: For when COMSEC material is transmitted overseas (as identified in the Details Schedule).

11.10.10 Where COMSEC material is transmitted overseas, the Contractor shall ensure that:

- a. all COMSEC material transmitted between the parties or a party and Subcontractor located overseas shall be subject to approval in the first instance by the Director ASD, in respect of Australian COMSEC material, and by the respective COMSEC authorities in other countries in respect of COMSEC material originating from those countries; and
- b. once approved for release, the material shall be subject to the laws of the overseas country regarding the custody and protection of COMSEC material as determined by the Director ASD and to any bilateral security instrument between Australia and the overseas country.

11.10.11 If there has been a breach by the Contractor or Contractor Personnel of this clause 11.10, the Commonwealth Representative may give the Contractor a notice of termination for default under clause 13.2.1e.

11.10.12 The Contractor shall ensure the requirements of clause 11.10 are included in all Subcontracts where the Subcontractor requires access to any Commonwealth Premises, or to any security classified information or assets, in order to perform the obligations of the Subcontract.

11.11 Post Defence Separation Employment (Core)

11.11.1 Except with the prior written Approval of the Commonwealth Representative, the Contractor shall not permit (and shall ensure that each Approved Subcontractor does not permit) any Defence Personnel or Defence Service Provider who, at any time during the preceding 12 month period was engaged or involved in:

- a. the preparation or management of the Contract;
- b. the assessment or selection of the Contractor; or
- c. the planning or performance of the procurement or any activity relevant or related to the Contract,

to perform, contribute to or advise on the performance of the Contract (or Approved Subcontract).

11.11.2 To avoid doubt, the 12 month period referred to in clause 11.11.1 applies from the date which is 12 months before the date on which the Contractor (or Approved Subcontractor) proposes that the person start performing or contributing to the performance of the Contract (or Approved Subcontract).

- 11.11.3 The Commonwealth Representative shall not unreasonably withhold Approval of a person under clause 11.11.1 and, in making a decision, shall consider:
- the character and duration of the engagement, services or work that was performed by the person during the relevant 12 month period;
 - any information provided by the Contractor about the character and duration of the services proposed to be performed by the person under the Contract (or Approved Subcontract);
 - the potential for real or perceived conflicts of interest or probity concerns to arise if the person performs or contributes to the performance of the Contract (or Approved Subcontract) in the manner proposed under 11.11.3b, and the arrangements which the Contractor (or Approved Subcontractor) proposes to put in place to manage or reduce those conflicts of interest or probity concerns;
 - any information provided by the Contractor concerning any significant effect that withholding Approval will have on the person's employment or remuneration opportunities or the performance of the Contract (or Approved Subcontract); and
 - the policy requirements set out in DI Administration and Governance Provision 5 – Conflicts of interest and declarations of interest AG5 and the *Integrity Policy Manual*, as applicable.

- 11.11.4 The Contractor shall include rights of the Commonwealth equivalent to those contained in clause 11.11 in all Approved Subcontracts.

11.12 Change of Control of the Contractor or the Guarantor (Core)

- 11.12.1 Subject to clause 11.12.2, the Contractor shall seek the Commonwealth Representative's prior written consent to any proposed Change of Control by providing notice to the Commonwealth at least 15 Working Days before the proposed Change of Control is to occur.
- 11.12.2 If a Change of Control occurs as a result of a transfer of shares or other interests listed on a recognised stock exchange and the consent of the Commonwealth Representative could not have been obtained in accordance with clause 11.12.1, the Contractor shall seek that consent by providing notice to the Commonwealth within 5 Working Days after the Change of Control.
- 11.12.3 In any notice given to the Commonwealth seeking consent to a Change of Control, the Contractor shall include the following details:
- the ownership and management arrangements of the Contractor or the Guarantor that were in place immediately before the change or, if the change has yet to occur, that were in place at the time the Contractor became aware of the prospective change;
 - the ownership and management arrangements of the Contractor or the Guarantor that have been or will be put in place as a consequence of the change or, if the change has yet to occur, that the Contractor reasonably expects to be put in place if the change occurs;
 - the impact (if any) that the change has had on the Contractor's or the Guarantor's ability to meet its obligations under the Contract or, if the change has yet to occur, that the Contractor reasonably expects the change to have on that ability; and
 - the steps the Contractor has taken or proposes to take to minimise the impact of the change or prospective change.
- 11.12.4 If there is a Change of Control and the Commonwealth Representative does not consent to the Change of Control, then the Commonwealth may:
- give the Contractor a notice of termination under clause 13.2.1e; or
 - agree not to give the Contractor a notice of termination under clause 13.2.1e, subject to the Contractor providing further information, giving specified undertakings, or executing further agreements (including a CCP), as may be required by the Commonwealth.
- 11.12.5 Nothing in this clause 11.12 requires the Contractor or the Guarantor to act in a manner inconsistent with its obligations under the *Corporations Act 2001* (Cth) or equivalent laws and regulations in a foreign jurisdiction.

12 POLICY AND LAW**12.1 Governing Law (Core)**

- 12.1.1 The laws of the State or Territory specified in the Details Schedule shall apply to the Contract. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of the Contract.
- 12.1.2 The *United Nations Convention on Contracts for the International Sale of Goods* shall not apply to the Contract.

12.2 Compliance With Laws (Core)

- 12.2.1 The Contractor shall, in the performance of the Contract, comply with and ensure that Contractor Personnel comply with, the laws from time to time in force in the State, Territory, or other jurisdictions (including overseas) in which any part of the Contract is to be carried out.
- 12.2.2 The Contractor shall provide to the Commonwealth Representative within 10 Working Days after a request by the Commonwealth written confirmation that, to the best of the Contractor's knowledge and based on reasonable enquiries undertaken by the Contractor, the Contractor and Contractor Personnel are compliant with all laws (including foreign anti-corruption legislation) regarding the offering of unlawful inducements whether in Australia or otherwise in connection with the performance of the Contract and the Subcontracts.
- 12.2.3 The Contractor:
- a. shall take all reasonable measures to prevent, detect and investigate any fraud that may occur, is occurring or has occurred under the Contract or any Subcontract; and
 - b. acknowledges and agrees that its obligation in clause 12.2.3a extends to taking all reasonable measures to prevent, detect and investigate any fraud which has or may be committed by Contractor Personnel.
- 12.2.4 If the Contractor knows that any fraud is occurring or has occurred, it shall, as soon as practicable, provide written details to the Commonwealth, and provide such further information and assistance as the Commonwealth, or any person authorised by the Commonwealth, reasonably requires in relation to the fraud.

12.3 Policy Requirements (Core)

Note to drafters: Prior to RFT release and prior to the execution of any resultant Contract, the Glossary should be updated to reflect the version of the following documents and policies current at the time of RFT release and signature of any resultant Contract, as applicable.

If there are other Commonwealth or Defence policies relevant to the procurement activity that are not otherwise referenced in the draft Contract, they can be listed below.

- 12.3.1 Subject to clause 12.3.2, the Contractor shall comply with, and shall ensure that Contractor Personnel comply with, the following Commonwealth policies of general application relevant or applicable to the Contract:
- a. DI, and in particular:
 - (i) Administration and Governance Provision 4, AG4 – Incident reporting and management and the Incident Reporting and Management Manual;
 - (ii) Administration and Governance Provision 5, AG5 – Conflicts of interest and declarations of interest and the Integrity Policy Manual; and
 - (iii) People Provision 7, PPL 7 – Required behaviours in Defence and Chapter 3 of the Complaints and Alternative Resolutions Manual;
 - b. Financial Policy Gifts and Benefits;
 - c. Financial Policy Sponsorship;
 - d. Australian Defence Force alcohol policy as detailed in MILPERSMAN Part 4 Chapter 1;
 - e. Public Interest Disclosure policy detailed at:
<https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>; and

f. **[DRAFTERS TO INSERT ANY OTHER RELEVANT COMMONWEALTH AND DEFENCE POLICIES THAT REGULATE DELIVERY OF THE SUPPLIES].**

- 12.3.2 Notwithstanding clause 1.6, if the SOW is inconsistent with a policy referred to in clause 12.3.1, the Contractor shall comply with the SOW to the extent of the inconsistency and provided that compliance with the SOW does not result in a breach of any laws.

Option: For when a procurement is at or above the relevant procurement threshold, and does not meet the exemptions set out at Appendix A to the CPRs.

Note to drafters: If the procurement is specifically exempt from the additional rules detailed in Division 2 of the CPRs as a result of a Defence specific exemption (a list of Defence specific exemptions is found in the factsheet 'Exemptions from Division 2 of the Commonwealth Procurement Rules' which is available here:

<http://drnet/casq/commercial/CommercialPolicyFramework/Pages/Factsheets-and-Guidance.aspx>.

The procurement will still be subject to the Workplace Gender Equality Procurement Principles and the following clauses must be used.

Note to tenderers: These clauses 12.3.3 and 12.3.4 apply only to the extent that the tenderer has identified itself as a Relevant Employer for the purposes of the Workplace Gender Equality Procurement Principles. The Workplace Gender Equality Procurement Principles will only apply to overseas based contractors to the extent that they have 100 or more employees in Australia.

- 12.3.3 The Contractor shall comply with its obligations under the *Workplace Gender Equality Act 2012* (Cth) (WGE Act).

- 12.3.4 If the Contractor becomes non-compliant with the WGE Act during the period of the Contract, the Contractor shall notify the Commonwealth Representative.

Option: For when a procurement is subject to the Shadow Economy Procurement Connected Policy.

Note to drafters: A procurement will be subject to the Shadow Economy Procurement Connected Policy where the procurement is conducted by open tender, subject to the CPRs and is valued at over \$4 million (inc GST).

Note to tenderers: The Shadow Economy Procurement Connected Policy imposes obligations on the Commonwealth to obtain from contractors satisfactory and valid STRs and to require contractors to obtain and hold STRs in respect of certain Subcontractors. Further information about the requirements arising under the Shadow Economy Procurement Connected Policy is available from the Department of Treasury at:

<https://treasury.gov.au/publication/p2019-t369466>.

The Contractor will be required to obtain and hold copies of satisfactory and valid STRs for any Subcontractors that the Contractor directly engages (i.e. first tier Subcontractors) where the contract value will be over \$4 million (inc GST). Any STRs obtained from these Subcontractors must be provided to the Commonwealth upon request.

- 12.3.5 The Contractor shall not enter into a Subcontract with a proposed direct Subcontractor (or agree to a novation of a direct Subcontract) if the total value of all work under the Subcontract is expected to exceed \$4 million (inc GST), unless the Contractor has obtained and holds any the following STRs, as applicable to the proposed direct Subcontractor:

If the proposed Subcontractor to enter into the Subcontract is:	STRs required:
(a)	(b)
a. a body corporate or natural person;	a satisfactory and valid STR in respect of that body corporate or person;

	b. a partner acting for and on behalf of a partnership;	a satisfactory and valid STR: (i) on behalf of the partnership; and (ii) in respect of each partner in the partnership that will be directly involved in the delivery of the Subcontract;
	c. a trustee acting in its capacity as trustee of a trust;	a satisfactory and valid STR in respect of the: (i) trustee; and (ii) the trust;
	d. a joint venture participant;	a satisfactory and valid STR in respect of: (i) each participant in the joint venture; and (ii) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator;
	e. a member of a Consolidated Group;	a satisfactory and valid STR in respect of: (i) the relevant member of the Consolidated Group; and (ii) the head company in the Consolidated Group;
	f. a member of a GST Group;	a satisfactory and valid STR in respect of the: (i) the GST Group member; and (ii) the GST Group representative.
12.3.6	The Contractor shall obtain and hold additional STRs in the following circumstances within 10 Working Days of the Contractor becoming aware of the circumstances arising:	
	If the Contractor or Subcontractor is:	Additional STRs required:
	(a)	(b)
	a. a partner acting for and on behalf of a partnership;	a satisfactory and valid STR in respect of any additional partner that becomes directly involved in the delivery of the Contract or Subcontract (as applicable);
	b. a trustee acting in its capacity as trustee of a trust;	a satisfactory and valid STR in respect of any new trustee appointed to the trust;
	c. a joint venture participant;	a satisfactory and valid STR in respect of: (i) any new participant in the joint venture; and (ii) any new joint venture operator if the new operator is not already a participant in the joint venture;

	d. a member of a Consolidated Group;	a satisfactory and valid STR in respect of any new head company of the Consolidated Group; and
	e. a member of a GST Group;	a satisfactory and valid STR in respect of any new representative for the GST Group.
12.3.7	The Contractor shall provide the Commonwealth with copies of the STRs referred to in clause 12.3.5 or 12.3.6 within 5 Working Days after a written request by the Commonwealth.	
12.3.8	For the purposes of the Contract, an STR is taken to be:	
	a.	satisfactory if the STR states that the entity has met the conditions, as set out in the Shadow Economy Procurement Connected Policy, of having a satisfactory engagement with the Australian tax system; and
	b.	valid if the STR has not expired as at the date on which the STR is required to be held.

12.4 Work Health and Safety (Core)

12.4.1 The Commonwealth and the Contractor:

- a. shall, where applicable, comply with, and the Contractor shall ensure that all Subcontractors comply with, the obligation under the WHS Legislation to, so far as is reasonably practicable, consult, co-operate and co-ordinate activities with the Commonwealth, the Contractor or the Subcontractors (as the case may be) and any other person who, concurrently with the Commonwealth, the Contractor or the Subcontractor (as the case may be), has a WHS duty under the WHS Legislation in relation to the same matter; and
- b. acknowledge that they have a duty under the applicable WHS Legislation to ensure, so far as is reasonably practicable, the health and safety of:
 - (i) Commonwealth Personnel;
 - (ii) Contractor Personnel; and
 - (iii) other persons,
 in connection with the Supplies or work performed under the Contract.

12.4.2 Without limiting the application of the WHS Legislation, the Contractor acknowledges that to the extent that any Commonwealth Personnel:

- a. are located on Contractor Premises in relation to the Contract; and
- b. whose activities in carrying out work in relation to the Contract are influenced or directed by the Contractor,

such Commonwealth Personnel will be taken to be workers for the purposes of the WHS Legislation.

12.4.3 The Contractor represents and warrants that:

- a. it has given careful, prudent and comprehensive consideration to the WHS implications of the work to be performed by it under the Contract; and
- b. the proposed method of performance of that work complies with, and includes a system for identifying and managing WHS risks which complies with, all applicable legislation relating to WHS including the WHS Legislation.

12.4.4 The Contractor shall:

- a. provide the Supplies in such a way that the Commonwealth and Commonwealth Personnel are able to undertake any roles or obligations in connection with the Supplies (such as in relation to testing or auditing); and

- b. ensure that the Commonwealth and Commonwealth Personnel are able to make full use of the Supplies for the purposes referred to in clause 3.3.1, and to maintain, support and develop the Supplies,

without the Commonwealth or Commonwealth Personnel contravening any legislation relating to WHS including the WHS Legislation, any applicable standards relating to WHS or any policy relating to WHS identified in the Contract.

- 12.4.5 Without limiting the application of the WHS Legislation (and subject to any relevant foreign government restrictions), the Contractor shall, in connection with or related to the Supplies or the work performed under the Contract, provide, and shall:

- a. ensure that an Approved Subcontractor provides;
- b. and use its reasonable endeavours to ensure that any other Subcontractor engaged in any Prescribed Activities provides in respect of those Prescribed Activities,

to the Commonwealth Representative:

- c. within 10 Working Days (or another period agreed in writing by the Commonwealth) of a request by the Commonwealth Representative any information or copies of documentation requested by the Commonwealth Representative and held by the Contractor or Subcontractor (as the case may be) to enable the Commonwealth to comply with its obligations under the WHS Legislation;
- d. in respect of:
 - (i) the Contractor or an Approved Subcontractor, within 10 Working Days after receipt or submission of the notice, written communication or written undertaking by the Contractor or Approved Subcontractor (as the case may be); or
 - (ii) any other Subcontractor engaged in any Prescribed Activities, within 10 Working Days of a request by the Commonwealth,

copies of:

- (iii) all formal notices and written communications issued by a regulator or agent of the regulator under or in compliance with the applicable WHS Legislation to the Contractor or Subcontractor (as the case may be) relating to WHS matters;
- (iv) all formal notices issued by a health and safety representative of the Contractor or Subcontractor (as the case may be), under or in compliance with the applicable WHS Legislation; and
- (v) all formal notices, written communications and written undertakings given by the Contractor or Subcontractor (as the case may be) to the regulator or agent of the regulator under or in compliance with the applicable WHS Legislation; and
- e. within 10 Working Days of a request by the Commonwealth Representative, written assurances specifying that to the best of the Contractor's or the Subcontractor's (as the case may be) knowledge that the Contractor and the Contractor Personnel are compliant with:
 - (i) the applicable WHS Legislation; and
 - (ii) any relevant or applicable approved codes of practice under the *Work Health and Safety Act 2011* (Cth) except where the Contractor complies with the WHS Legislation in a manner that is different from the relevant code of practice but provides a standard of WHS that is equivalent to or higher than the standard required in the code of practice,

and that the Contractor or Subcontractor (as the case may be) has made reasonable enquiries before providing the written assurances.

- 12.4.6 Subject to clause 10.10 and any relevant foreign government restrictions, the Commonwealth shall provide to the Contractor in a timely manner any information or copies of documentation reasonably requested by the Contractor and held by the Commonwealth to enable the Contractor to comply with its obligations under the applicable WHS Legislation in relation to the Contract.

- 12.4.7 The Contractor shall ensure that if the WHS Legislation requires that:
- a. a person (including a Subcontractor):
 - (i) be authorised or licensed (in accordance with the WHS Legislation) to carry out any works at the workplace, that person is so authorised or licensed and complies with any conditions of such Authorisation; and/or
 - (ii) has prescribed qualifications or experience, or if not, is to be supervised by a person who has prescribed qualifications or experience (as defined in the WHS Legislation), that person has the required qualifications or experience or is so supervised; or
 - b. a workplace, plant or substance (or design), or work (or class of work) be authorised or licensed, that workplace, plant or substance (or design), or work (or class of work) is so authorised or licensed.
- 12.4.8 If the Contractor becomes aware of any intention on the part of a regulatory authority to cancel, revoke, suspend or amend an Authorisation relating to WHS, it shall immediately notify the Commonwealth giving full particulars (so far as they are known to it).
- 12.4.9 Without limiting clause 11.7, the Contractor shall give and ensure that an Approved Subcontractor gives the Commonwealth Representative and any person authorised by the Commonwealth Representative access to:
- a. premises to conduct site inspections for the purpose of monitoring the Contractor's or the Approved Subcontractor's (as the case may be) compliance with any applicable laws, Authorisations or Approved plans in connection with WHS in relation to the Contract; and
 - b. all internal and third party audit results in relation to WHS in relation to the Supplies or work performed under the Contract.
- 12.4.10 To the extent not inconsistent with the express requirements of the Contract, the Commonwealth Representative may direct the Contractor to take specified measures that the Commonwealth Representative considers reasonably necessary to comply with applicable legislation relating to WHS including the WHS Legislation in relation to the Supplies or the work performed under the Contract. The Contractor shall comply with the direction unless the Contractor demonstrates to the reasonable satisfaction of the Commonwealth Representative that it is already complying with the WHS Legislation in relation to the matter to which the direction relates or the direction goes beyond what is reasonably necessary to achieve compliance with the WHS Legislation.
- 12.4.11 The Contractor shall comply with clause 9 of the SOW.
- 12.4.12 The Contractor shall not provide Supplies containing ACM and shall not take ACM onto Commonwealth Premises in connection with providing the Supplies.
- 12.4.13 The Contractor shall ensure, so far as is reasonably practicable, that the Supplies are without risk to the health and safety of persons who:
- a. use the Supplies for a purpose for which they were designed or manufactured;
 - b. handle or store the Supplies;
 - c. carry out any reasonably foreseeable activity in relation to the assembly or use of the Supplies for a purpose for which they were designed or manufactured, or the proper storage, decommissioning, dismantling, demolition or disposal of the Supplies; or
 - d. may be exposed to the Supplies or whose health or safety may be affected by a use or activity referred to in this clause 12.4.13a to 12.4.13c.
- 12.4.14 The Contractor shall carry out, or arrange the carrying out of, any calculations, analysis, testing or examination that may be necessary to comply with clause 12.4.13.
- 12.4.15 The Contractor shall give adequate information to the Commonwealth concerning:
- a. each purpose for which the Supplies were designed or manufactured;

- b. the results of any calculations, analysis, testing or examination referred to in clause 12.4.14, including any hazardous properties identified by testing; and
 - c. any conditions necessary to ensure that the Supplies are without risks to health and safety when used for a purpose for which they were designed or manufactured or when carrying out any activity referred to in clauses 12.4.13a to 12.4.13c.
- 12.4.16 The Contractor shall, on request, so far as is reasonably practicable, give current relevant information on the matters referred to in clause 12.4.15 to the Commonwealth.
- 12.4.17 Subject to clause 12.4.17b and without limiting the Contractor's obligations under the Contract:
- a. the Contractor shall ensure that all Approved Subcontracts contain equivalent provisions to those set out in this clause 12.4 [(other than clause 12.4.18)]; and

Note to drafters: Where the option at clause 12.4.18 below is adopted, insert the additional words in square brackets in clause 12.4.17a above.

- b. where in relation to an Approved Subcontract:
 - (i) the WHS Legislation does not apply in respect of any work performed under that Approved Subcontract; and
 - (ii) the Commonwealth does not have any duties or obligations under the WHS Legislation in respect of the workers engaged or caused to be engaged by the relevant Approved Subcontractor,

the Contractor shall only be required to ensure that an Approved Subcontract contains equivalent provisions to those set out in clauses 12.4.3, 12.4.4, and 12.4.12 to 12.4.16 in respect of that Approved Subcontract.

Option: The following clause must be included except where, following receipt of advice from CASG Legal, it is determined that the Commonwealth should be the principal contractor (refer to DPPI NO 4/2012 Engagement of Principal Contractors under the WHS Legislation).

- 12.4.18 To the extent that work to be performed by the Contractor under the Contract is construction work for the purposes of the:
- a. WHS Legislation, in accordance with regulation 293 of the *Work Health and Safety Regulations 2011* (Cth) (in respect of the Commonwealth and the harmonised WHS Legislation of each of the States or Territories in which the construction work is carried out), the Contractor is engaged as the principal contractor for the construction work the subject of the Contract and is authorised to have management or control of the workplace and discharge the duties imposed on a principal contractor for the purpose of the WHS Legislation; and
 - b. Occupational Health and Safety Regulations 2007 (Vic), in accordance with regulation 5.1.14 of the *Occupational Health and Safety Regulations 2007* (Vic), the Contractor is appointed as the principal contractor for the construction work the subject of the Contract and is authorised to have management or control of the workplace and discharge the duties imposed on a principal contractor for the purpose of the *Occupational Health and Safety Regulations 2007* (Vic).

12.5 Environmental Obligations (Core)

- 12.5.1 The Contractor shall perform its obligations under the Contract in such a way that:
- a. the Commonwealth is not placed in breach of; and
 - b. the Commonwealth is able to support and to make full use of the Supplies for the purposes for which they are intended without being in breach of,
- any applicable environmental legislation including the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

12.6 Severability (Core)

- 12.6.1 If any part of the Contract is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Contract shall not be affected and shall be read as if that part had been severed.

12.7 Privacy (Core)

- 12.7.1 The Contractor shall:
- a. if it obtains Personal Information in the course of performing the Contract, use or disclose that Personal Information only for the purposes of the Contract subject to any applicable exceptions in the *Privacy Act 1988* (Cth);
 - b. comply with its obligations under the *Privacy Act 1988* (Cth); and
 - c. as a contracted service provider, not do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of the Australian Privacy Principles.
- 12.7.2 The Contractor shall notify the Commonwealth as soon as reasonably practicable if:
- a. it becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 12.7, whether by the Contractor, Contractor Personnel or any other person to whom the Personal Information has been disclosed for the purposes of the Contract; or
 - b. in relation to Personal Information obtained in the course of performing the Contract:
 - (i) it becomes aware that a disclosure of such Personal Information may be required by law; or
 - (ii) it is approached by the Privacy Commissioner.
- 12.7.3 The Contractor shall ensure that Contractor Personnel who deal with Personal Information for the purposes of the Contract are aware of, and comply with, this clause 12.7.
- 12.7.4 The Contractor shall ensure that any Subcontract entered into for the purposes of fulfilling its obligations under the Contract, contains provisions to ensure that the Subcontractor complies with clauses 12.7.1, 12.7.2a and 12.7.4.

12.8 Child Safety (Optional)

Option: For when the Commonwealth Child Safe Framework applies

Note to drafters: The Department of Prime Minister and Cabinet) has developed the [Commonwealth Child Safe Framework \(CCSF\)](#) to protect children and young people who may have contact with Commonwealth entities. The CCSF sets out the minimum standards for Commonwealth entities to protect children.

Defence and all Defence officials have an obligation under the [Child Protection legislation](#) and the Work Health Safety Act 2011 (Cth) to ensure the health and safety of youth when they engage or interact with Defence. This obligation also extends to Defence contractors. Youth special care provisions also extend to over 18 year olds participating in a Defence Youth Program.

Defence policy relating to Child Safety is contained in [YOUTHPOLMAN](#).

Defence has developed relevant clauses, for use with ASDEFCON based approaches to market, which address the requirements of the CCSF and YOUTHPOLMAN. These clauses are adapted from model clauses included in Department of Finance's ClauseBank and must be inserted into Defence procurements using the [ASDEFCON Suite of Tendering and Contracting Templates](#), where the Contractor will engage with or interact with youth in performing its obligations under the Contract

The clauses can be found here:

<http://drnet/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>

If you have any questions relating to the clauses please email:

procurement.asdefcon@defence.gov.au.

For information in relation to CCSF and policy related questions please email:

procurement.policy@defence.gov.au.

For further assistance and guidance in relation to the application of the CCSF please refer to the Child Safety Framework Factsheet here:

<http://drnet/casg/commercial/CommercialPolicyFramework/Pages/Factsheets-and-Guidance.aspx>

12.9 Modern Slavery (Optional)

Option: For when a potential contractor has a consolidated revenue of at least AU\$100 million over its 12 month reporting period and is either an Australian entity at any time in that reporting period or a foreign entity carrying business in Australia at any time in that reporting period (as set out in the Modern Slavery Act 2018 (Cth)).

Note to drafters: If the procurement is subject to the Modern Slavery Act 2018 (Cth), drafters must use the model clauses to be inserted into relevant Defence procurements using the ASDEFCON Suite of Tendering and Contracting Templates, the model clauses can be found here:

<http://drnet/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>

If you have any questions relating to the clauses please email:

procurement.asdefcon@defence.gov.au.

For further assistance and guidance in relation to the application of the Modern Slavery clauses please refer to the Modern Slavery Factsheet here:

<http://drnet/casg/commercial/CommercialPolicyFramework/Pages/Factsheets-and-Guidance.aspx>

12.10 Commonwealth Supplier Code of Conduct (Core)

Note to drafters: A procurement must incorporate the Commonwealth Supplier Code of Conduct in accordance with paragraph 6.11 of the CPRs.

Drafters must consider the interaction and alignment of this clause with clauses 3.4, 3.6, 11.2, 11.4, 11.7, 12.2, 12.3, 12.4, 13.2 prior to RFT release and prior to any resultant Contract.

- 12.10.1 The Contractor shall (and shall ensure that all Contractor Personnel) comply with the Commonwealth Supplier Code of Conduct in the performance of the Contract.
- 12.10.2 The Contractor shall notify the Commonwealth Representative immediately after becoming aware of any potential or actual non-compliance with the Commonwealth Supplier Code of Conduct, including:
- a. a description of the non-compliance,
 - b. the date that the non-compliance occurred, and
 - c. whether any Contractor Personnel engaged in the performance of the Contract were or may have been involved in the non-compliance.
- 12.10.3 If the Commonwealth considers that a potential or actual non-compliance with the Commonwealth Supplier Code of Conduct has occurred, the Commonwealth may by notice to the Contractor, without limiting any of its other rights under the Contract, require that the Contractor:
- a. provide a response to the Commonwealth Representative within 3 Working Days on whether a potential or actual non-compliance has occurred; and
 - b. comply with its obligations under clause 12.10.
- 12.10.4 The Commonwealth Representative may request, and the Contractor shall provide, further information on any matter relating to:
- a. the policies, frameworks, or systems the Contractor has established to monitor and assess compliance with the Commonwealth Supplier Code of Conduct;
 - b. the Contractor's compliance with the Commonwealth Supplier Code of Conduct; or
 - c. an actual or potential non-compliance with the Commonwealth Supplier Code of Conduct, including its obligations under clauses 12.10.1 or 12.10.3a.
- The Contractor shall provide such information within the timeframes and in the manner specified by the Commonwealth Representative at the time of request.
- 12.10.5 The Contractor acknowledges and agrees that compliance with the Commonwealth Supplier Code of Conduct and the obligations under clause 12.10 shall not relieve the Contractor from its liabilities or other obligations under the Contract or at law.
- 12.10.6 The Contractor's performance of its obligations under this clause will be at no additional cost to the Commonwealth.
- 12.10.7 If the Contractor fails to comply with the Commonwealth Supplier Code of Conduct in accordance with clause 12.10.1, the Commonwealth may give the Contractor a notice of termination for default under clause 13.2.1e.

12.11 Environmentally Sustainable Procurement Policy (Optional)

Option: For when a procurement is subject to the Environmentally Sustainable Procurement Policy.

Note to drafters: A procurement will be subject to the Environmental Sustainable Procurement Policy (ESPP) where the procurement includes construction services (where the procurement value is over \$7.5million AUD inc GST) or furniture, fittings and equipment, ICT goods and textiles (where the procurement value is over \$1 million AUD inc GST)

If a procurement is subject to the ESPP, drafters must include the model clauses for Defence procurements subject to the requirements ESPP. These model clauses are based on the Department of Climate Change, Energy, the Environment and Water (DCCEEW)'s model clauses and have been developed for use with ASDEFCON-based contracts. They are contained in the ASDEFCON Clausebank which can be found here:

- <http://drnet/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>.

If you have any questions relating to the clauses please email the ASDEFCON and Contracting Initiatives team at:

- procurement.asdefcon@defence.gov.au.

For information in relation to ESPP and policy related questions please email the Commercial Policy team at:

- procurement.policy@defence.gov.au.

Or the Commonwealth Sustainable Procurement Advocacy and Resource Centre at:

- sustainable.procurement@dcceew.gov.au.

12.12 Australian Skills Guarantee (Optional)

Option: For inclusion when a procurement is subject to the Australian Skills Guarantee Policy.

Note to drafters: A procurement will be subject to the Australian Skills Guarantee (ASG) Procurement Connected Policy (PCP) within ICT and Construction as follows:

- Major construction projects (projects with a total contract value of \$10 million (GST Inclusive) or more;
- Direct Commonwealth procurements in the ICT sector, with a total contract value of \$10 million (GST Inclusive) or more; and
- Flagship construction projects (projects with a total contract value of \$100 million or more in the construction sector).

Information relating to the ASG PCP can be found at the Department of Employment and Workplace Relations (DEWR) website here:

- <https://www.dewr.gov.au/australian-skills-guarantee>.

If a procurement is subject to the ASG PCP drafters must include the model clauses for Defence procurements subject to the requirements of the ASG. These model clauses are

based on the DEWR model clauses and have been developed for use with ASDEFCON-based contracts. They are contained in the ASDEFCON Clausebank which can be found here:

- <http://drnet/casq/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>.

If you have any questions relating to the clauses please email the ASDEFCON and Contracting Initiatives team at:

- procurement.asdefcon@defence.gov.au.

If you have any questions relating to the ASG PCP or policy related questions, please email the Commercial Policy team at:

- procurement.policy@defence.gov.au.

Or DEWR at:

- ASG@dewr.gov.au.

13 DISPUTES AND TERMINATION

13.1 Resolution of Disputes (Core)

- 13.1.1 A party shall not commence court proceedings relating to any Dispute unless that party has complied with the procedure for resolving Disputes set out in this clause 13.1.
- 13.1.2 The parties acknowledge and agree that the intent of:
- this clause 13.1 is that the parties will seek to resolve Disputes in a non-adversarial manner, and at the lowest reasonably practicable level within their respective organisations; and
 - the Contract Governance Framework set out in Attachment P includes facilitating problem solving and the resolution of Disputes.
- 13.1.3 The parties shall negotiate in good faith and use all reasonable efforts to resolve Disputes, and matters that may give rise to a Dispute, as quickly as practicable.
- 13.1.4 If the parties are unable to resolve a Dispute through the reasonable efforts of the Commonwealth Representative and the Contractor Representative, either party may give a notice ('Dispute Notice') to the other party setting out the nature of the Dispute and the Dispute shall then be referred to the Management Representatives specified in the Details Schedule.

Note to drafters: For clauses 13.1.5 and 13.1.6 drafters should amend the period if circumstances require.

- 13.1.5 If, despite using all reasonable efforts, the Management Representatives are unable to resolve the Dispute within 30 days (or such longer period agreed by the parties in writing) after the referral under clause 13.1.4, the parties may refer the Dispute to the Senior Representatives specified in the Details Schedule.
- 13.1.6 If, despite using all reasonable efforts, the Senior Representatives are unable to resolve the Dispute within 30 days (or such longer period agreed by the parties in writing) after the referral under clause 13.1.5 and are unable to agree on an alternative dispute resolution process during that period, either party may commence legal proceedings in respect of the Dispute.

Option: For use if access to arbitration is required.

Note to drafters: The following optional clause may be used if access to alternative dispute resolution under the Australian Centre for International Commercial Arbitration (ACICA) Arbitration Rules is to be sought. Further information on the Arbitration Rules is available from:

<https://acica.org.au/>.

Because accessing arbitration can have significant cost implications drafters should carefully consider the requirements of their project before including the clause. If the clause is included, drafters should delete clause 13.1.6 above and replace it with the following:

13.1.7 If, despite using all reasonable efforts, the Senior Representatives are unable to resolve the Dispute within 30 days (or such longer period agreed by the parties in writing) after the referral under clause 13.1.5, the parties shall resolve the Dispute by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Sydney, Australia **[OR INSERT ANOTHER CITY]**. The language of the arbitration shall be English. The number of arbitrators shall be **[INSERT NUMBER OR DELETE THIS SENTENCE AND RELY ON ARTICLE 8 OF THE ACICA ARBITRATION RULES, WHICH AUTHORISES ACICA TO DETERMINE THE NUMBER OF ARBITRATORS]**

13.1.8 The parties shall, despite any Dispute occurring, continue to perform their respective obligations under the Contract.

13.1.9 Nothing in this clause 13.1, or the Contract Governance Framework set out in Attachment P, prevents either party from seeking urgent interlocutory relief in relation to a Dispute.

13.2 Termination Without Notice for Contractor Default (Core)

13.2.1 The Commonwealth may terminate the Contract by notice to the Contractor if any of the following occurs:

- a. an Insolvency Event occurs in relation to the Contractor, except to the extent the exercise of a right under this clause 13.2.1a is prevented by law;
- b. an Insolvency Event occurs in relation to the Guarantor and the Commonwealth does not receive a replacement Deed of Guarantee and Indemnity from another guarantor acceptable to the Commonwealth within 10 Working Days (or another period agreed in writing by the Commonwealth), except to the extent the exercise of a right under this clause 13.2.1b is prevented by law;
- c. the Contractor has failed to remedy a Default specified in a Default Notice within the period specified in the Default Notice;
- d. the Contractor commits a breach of the Contract that, in the Commonwealth's opinion, is not capable of being remedied;
- e. an event occurs in respect of which the Contract provides that a notice of termination may be given under this clause 13.2.1e;
- f. the Contractor assigns its rights under the Contract otherwise than in accordance with the requirements of the Contract; and
- g. the Contractor would have, except for the operation of any limitation of liability under clause 10.10, been liable to the Commonwealth for Loss in aggregate for an amount greater than the relevant Limitation Amount.

13.2.2 To avoid doubt, the Commonwealth is not required to provide prior notice of an exercise of its rights under clause 13.2.1.

13.3 Default Notices (Core)

13.3.1 If the Commonwealth considers that a Contractor Default has been committed, the Commonwealth may give the Contractor a notice (**'Default Notice'**) specifying the Default and requiring the Contractor to remedy the Default within a reasonable period, if the Default is capable of being remedied.

- 13.3.2 If the Commonwealth gives the Contractor a Default Notice, the Contractor shall:
- remedy the Default within the period specified in the Default Notice;
 - comply with any directions given to the Contractor by the Commonwealth in relation to the Default; and
 - mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the Default, including those arising from affected Subcontracts.

13.4 Termination or Reduction for Convenience (Core)

- 13.4.1 In addition to any other rights it has in relation to the Contract, the Commonwealth may at any time terminate the Contract or reduce the scope of the Contract by notifying the Contractor.
- 13.4.2 None of the other provisions of the Contract limit the Commonwealth's ability to terminate or reduce the scope of the Contract under this clause 13.4.
- 13.4.3 If the Contract is terminated or reduced under this clause 13.4, the Commonwealth's liability in respect of the termination or reduction is limited to:
- payments under the payment provisions of the Contract in respect of work performed before the date the termination or reduction takes effect; and
 - any reasonable costs incurred by the Contractor that are directly attributable to the termination or reduction,
- and then only when the Contractor substantiates these amounts to the satisfaction of the Commonwealth Representative. In particular, the Contractor shall not be entitled to profit calculated by reference to any period after the date the termination or reduction takes effect.
- 13.4.4 The Contractor, in each Approved Subcontract, shall secure a right of termination and reduction and provisions for compensation functionally equivalent to this clause 13.4.

13.5 General Termination Provisions (Core)

- 13.5.1 If the Contract is terminated under clause 13.2 or otherwise:
- the termination takes effect on:
 - the date of the notice of termination; or
 - if the notice of termination specifies a later date, the later date;
 - the Contractor shall:
 - stop work in accordance with the notice of termination;
 - comply with any directions given to the Contractor by the Commonwealth; and
 - mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination, including those arising from affected Subcontracts;
 - the Contractor shall deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control or in the possession, power or control of Contractor Personnel that contain or relate to any Confidential Information or which are security classified;

Option: For when a Mobilisation Payment is used.

- the Contractor shall repay the Mobilisation Payment or any portion of the Mobilisation Payment that has not been offset in accordance with clause 7.4;
- subject to clause 13.7, the parties shall be relieved from future performance, without prejudice to:
 - any right or cause of action that has accrued at the date of termination; or
 - any amount owing under or in connection with the Contract as at the date of termination;

- f. subject to clauses 10.9, 10.10, and 13.4, the right to recover damages, including full contractual damages, shall not be affected;
 - g. the Contractor shall, within 30 days after receipt of the notice of termination, or other period agreed in writing by the parties, deliver the Technical Data (in its then current state of development) for Supplies produced prior to the date of termination; and
 - h. the Contractor shall deliver to the Commonwealth all Commonwealth Property that the Contractor or Contractor Personnel have in their possession in connection with the Contract.
- 13.5.2 To avoid doubt, and despite anything else in the Contract, if the Contractor delays in meeting a Milestone, delivering Supplies or complying with any other obligation in accordance with the Contract, each day of delay is a new breach of the Contract for which the Commonwealth may exercise its rights under clause 13.2 or at law, despite any conduct by the Commonwealth or any election not to terminate the Contract for a previous breach of the Contract.
- 13.5.3 Upon termination of the Contract:
 - a. subject to clause 13.5.4, the Commonwealth shall retain ownership of any Supplies in respect of which title has passed to the Commonwealth under clause 6.8;
 - b. all Supplies that have been Accepted by the Commonwealth shall be deemed to be owned by the Commonwealth (whether or not ownership has passed under clause 6.8); and
 - c. the Contractor shall be entitled to payment of that part of the Contract Price attributable to the Supplies referred to in clause 13.5.3b, having regard to the amounts already paid or payable in respect of the Supplies and the condition of the Supplies at that time.
- 13.5.4 The Commonwealth may, in a termination notice under clause 13.2.1 or 13.4, require Supplies not owned by the Commonwealth in the possession of the Contractor or a Subcontractor (whether completed or not) to be delivered to the Commonwealth and:
 - a. the Contractor shall deliver the Supplies (in their current state of development) in accordance with the notice;
 - b. ownership in the Supplies shall pass to the Commonwealth upon delivery, free of any Security Interest; and
 - c. the Contractor shall be entitled to payment of that part of the Contract Price attributable to the Supplies, having regard to the amounts already paid or payable in respect of the Supplies and the condition of the Supplies at that time.
- 13.5.5 The Commonwealth may, in a termination notice under clause 13.2.1, require the Contractor to retake possession of Supplies previously delivered to the Commonwealth under the Contract and:
 - (i) the Contractor shall retake possession of the Supplies in accordance with the notice;
 - (ii) ownership in the Supplies shall pass to the Contractor upon delivery, free of any Security Interest; and
 - (iii) the Commonwealth shall be entitled to repayment of that part of the Contract Price attributable to the Supplies, having regard to the amounts already paid or payable in respect of the Supplies.
- 13.5.6 The rights of the Commonwealth to terminate or reduce the scope of the Contract under clauses 13.2 and 13.4 are in addition to any other right or remedy the Commonwealth may have in relation to the Contract.

13.6 Right of Commonwealth to Recover Money (Core)

- 13.6.1 Without limiting the Commonwealth's other rights or remedies under the Contract, if the Commonwealth elects, in accordance with the Contract, to recover an amount from the Contractor or the Contractor otherwise owes any debt to the Commonwealth in relation to the Contract, the Commonwealth may:

- a. deduct the amount from payment of any claim; or
 - b. give the Contractor a notice of the existence of a debt recoverable which shall be paid by the Contractor within 30 days after receipt of notice.
- 13.6.2 The Commonwealth may exercise any or all of its rights in respect of any security provided in accordance with clauses 7.4 or 7.5 to recover any debt owing by the Contractor, except to the extent otherwise recovered by the Commonwealth under clause 13.6.1.
- 13.6.3 If the Commonwealth deducts the amount of a debt from any payment or security, it shall notify the Contractor that it has done so.
- 13.6.4 If any sum of money owed to the Commonwealth is not received by its due date for payment, the Contractor shall pay to the Commonwealth interest at the ATO sourced General Interest Charge rate current at the date the payment was due for each day the payment is late.

13.7 Survivorship (Core)

- 13.7.1 Any provision of the Contract which expressly or by implication from its nature is intended to survive the termination or expiration of the Contract and any rights arising on termination or expiration shall survive the termination or expiration of the Contract on its terms.
- 13.7.2 Without limiting clause 13.7.1, any provision dealing with Confidential Information, IP, Defence Security, Privacy, Spare Parts and Support Equipment and any warranties, guarantees, licences (other than the licence given under clause 3.8), indemnities, liability caps, rights to recover money or financial and performance securities given under the Contract shall survive the termination or expiration of the Contract on its terms.

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA:

(signature)

(print name and position)

(date)

In the presence of:

(signature)

(print name)

(date)

SIGNED for and on behalf of

THE CONTRACTOR:

Note for Contract Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Commercial Division intranet page at:

<http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/Factsheets-and-Guidance.aspx>

This guidance is developed for Commonwealth Personnel and should be used to assess the Contractor's execution of the Contract. The Contractor should seek its own independent legal advice on its execution of the Contract.

(INSERT APPROPRIATE CONTRACTOR'S EXECUTION CLAUSE)