



UPDATE SUMMARY

PROJECT MANAGEMENT / CONTRACT ADMINISTRATION SERVICES CONTRACT

MAY 2026

1. INVITATION TO REGISTER INTEREST

Topic/Subject	Reference (if applicable)	Description
Defence website	Clause 1.2	Amendment to include a new subclause noting references to documents to be issued to shortlisted Applicants.
ITR Administrator	Clause 1.5	Amendment to include a placeholder for the ITR Administrator's email address to be provided.
AusTender	Clause 1.6(b)	Amendment to update the contact details for the AusTender Helpdesk.
Preliminary Proposals	(Previous) clause 2(a)(i) and Schedule A - Preliminary Proposals	Amendments to remove the "preliminary proposals" evaluation criterion and to delete the requirement to submit the previous "Schedule A - Preliminary Proposals" to be replaced with "Schedule A - Proposed Resources".
Financial viability	Clauses 2(b)(iii)A and 18	Amendments to include new clauses in relation to the: <ul style="list-style-type: none">• provision of certain information or documents by the Applicant to the ITR Administrator for the purpose of assessing the Applicant's financial viability to meet its contractual obligations if it is the successful tenderer, and to provide that the Commonwealth may engage an independent financial adviser for this purpose; and• Commonwealth's rights not to evaluate (or continue to evaluate) a Registration of Interest where the Applicant does not have the necessary financial viability.
Evaluation of Registrations of Interest	Clauses 2(b)(iii)C and (iv)	Amendment to provide: <ul style="list-style-type: none">• for the Commonwealth to not evaluate a Registration of Interest if the Commonwealth considers (in its absolute discretion) that the Registration of Interest is incomplete or clearly not competitive against the evaluation criteria and is unlikely to represent value for money; and• that the Commonwealth may (in its absolute discretion) decide not to evaluate or continue to evaluate any material provided in excess of any page limit specified in a Schedule.
Tender Minimum Form and Content	Clause 2(c)	Amendments to align with the updated Project Management / Contract Administration Services Contract Tender Documents minimum form and content requirements and evaluation criteria,

Topic/Subject	Reference (if applicable)	Description
Requirements and Evaluation Criteria		including to align with the updated 'Commonwealth Procurement Rules compliance' evaluation criterion.
Defence Industry Participation Schedule	Clauses 2(c)(ii)I and 23	Amendments to include a new clause 23 which draws the Applicant's attention to, and sets out relevant requirements in respect of, the Defence Policy for Industry Participation (including in relation to the evaluation criterion in the updated Project Management / Contract Administration Services Contract Tender Documents).
Shadow Economy Procurement Connected Policy	Clauses 3.1(b), 3.2(b) and 20, Paragraph (g) of the Registration of Interest Form and Schedule E - Statement of Tax Record	Amendments to reflect the updated Shadow Economy Procurement Connected Policy.
Administrative arrangements	Clauses 3.3(a)(iii)E	Amendment to provide that the Registration of Interest Form and each Schedule should comply with the AusTender terms and conditions.
Communications by the Commonwealth and ITR Administrator	Clause 4(d) and various consequential	Amendment to include a new clause for the provision of any notice or written communication by the ITR Administrator and the Commonwealth, contemplated by the Invitation to Register Interest, by publication on AusTender, or otherwise by email, other electronic means, post or hand, and consequential amendments throughout the document to reflect this amendment.
Tender Process Acknowledgement	Clause 5(d)	Amendment to clarify the Commonwealth's right to vary, suspend, discontinue or terminate the registration of interest process at any time and for any reason.
Notification of Registrations of Interest	Clauses 6(a)(i)A and (ii)	Amendments to provide that Applicants will be notified in writing if their Registration of Interest is non-conforming, successful or unsuccessful, consistent with the updated Commonwealth Procurement Rules.
Joint Bids - Completion of Registration of Interest Form and Schedules	Clause 8.2 and Registration of Interest Form and various consequential	Amendment to: <ul style="list-style-type: none"> include a new clause 8.2 in relation to the Applicant's compliance with the Invitation to Register Interest, provision of information and completion and lodgement of the Registration of Interest Form where the Registration of Interest is lodged on a Joint Bid Basis; and clarify that Applicants submitting on a Joint Bid Basis should provide, as part of its Registration of Interest, any information relevant to its proposed joint bid arrangements and each entity comprising the Applicant.
Industry Briefing	Clause 16 and various consequential	Amendments to include a new clause 16 in respect of the Commonwealth's right to conduct one or more industry briefings (including Site visits) in person and/or by videoconference, the details of which, if applicable, will be notified by the ITR Administrator.

Topic/Subject	Reference (if applicable)	Description
Information Security	Clause 17 and Schedule C - Information Security	Amendments to align with the approach to information security in the Disclaimer and Confidentiality Agreement, Tender Documents and Terms of Engagement, including to request the Applicant to provide evidence of DISP membership (in the form of a certificate issued by the Commonwealth) together with details of the relevant level held for each Security Domain and, if it does not hold such membership, complete the questionnaire in respect of its approach to information security.
Strategic Notice Events	Clause 19 and paragraph (k) of Registration of Interest Form	Amendments to incorporate the Department of Finance's "Notification of Significant Events" policy requirements into the existing "Material Change or Defence Strategic Interest Issue" clause, including to amend and streamline the requirements of that clause and associated defined terms.
Fraud and Corruption	Clause 19.6(f)(iv)	Amendments to include known or suspected Fraud or Corruption which is occurring or has occurred in connection with the registration of interest process as a new Strategic Notice Event, consistent with the Commonwealth Fraud and Corruption Policy.
Registration of Interest Form - Tender Process	Paragraph (d)(iv) of Registration of Interest Form	Amendment to include an Applicant acknowledgment that its participation in the tender process (if applicable) will be governed by, is subject to, and that it must comply with, the Tender Documents.
Commonwealth Supplier Code of Conduct	Paragraph (e) of the Registration of Interest Form	Amendment to include an acknowledgement from the Applicant that it will at all times act consistently with the Commonwealth Supplier Code of Conduct.
Previous Performance	Schedule B - Previous Performance	Amendments to the information sought by the Commonwealth in respect of the Applicant's previous projects.
General	Various	Further amendments, including minor drafting and tidy-up amendments, amendments to the naming convention for the Project Management / Contract Administration Services Contract and consequential amendments.

2. DISCLAIMER AND CONFIDENTIALITY AGREEMENT

Topic/Subject	Reference (if applicable)	Description
Due execution of Agreement	Recital A and clause 3	Amendments to: <ul style="list-style-type: none"> provide that the Commonwealth's proposal to invite the Tenderer to lodge a tender is subject to due execution by the Tenderer of the Disclaimer and Confidentiality Agreement; and include an acknowledgement by the Tenderer that it must duly complete, execute and return the Disclaimer and Confidentiality Agreement prior to the Tender Administrator issuing the Tender Documents.

Topic/Subject	Reference (if applicable)	Description
Information Documents	(Previous) Recital B and clause 4	Amendments to remove provisions which provided for Information Documents to be issued with the Disclaimer and Confidentiality Agreement.
Communications by Commonwealth and Tender Administrator	Clause 2 and various consequential	Amendment to include a new clause for the provision of any notice written communication by the Commonwealth, contemplated by the Disclaimer and Confidentiality Agreement, by publication on AusTender, or otherwise through the Tender Administrator by email, other electronic means, post or hand, and consequential amendments throughout the document to reflect this amendment.
Tender Process Acknowledgement	Clause 4(c)	Amendment to clarify the Commonwealth's right to vary, suspend, discontinue or terminate the Process at any time and for any reason.
Participation in the Process	Clause 4(f)	Amendment to include an acknowledgment by the Tenderer that its participation in the Process will be governed by and is subject to, and that it must comply with, the Tender Documents upon the Tenderer receiving those Tender Documents.
Confidentiality and Information Security	Clauses 5 - 17 and Attachment 1 - Information Security	Amendments to streamline the information security provisions and to align such provisions with the approach taken to information security in the Tender Documents and Terms of Engagement. Amendments to Attachment 1 - Information Security to provide for circumstances where an Invitation to Register Interest process either was or was not used. If an Invitation to Register Interest process was used, the Tenderer is requested to confirm whether any of the information provided as part of that process has changed. If an Invitation to Register Interest process was not used, the Tenderer is requested to provide details of its DISP membership (if any) and, if it does not hold such membership, to complete the questionnaire in respect of its approach to information security.
Strategic Notice Events	Clauses 18 – 23 and 24	Amendments to incorporate the Department of Finance's "Notification of Significant Events" policy requirements into the existing "Material Change or Defence Strategic Interest Issue" clause, including to amend and streamline the requirements of that clause and associated defined terms in clause 24.
Fraud and Corruption	Clauses 24(d), (g) and (q)	Amendments to include known or suspected Fraud or Corruption which is occurring or has occurred in connection with the Process as a new Strategic Notice Event, consistent with the Commonwealth Fraud and Corruption Policy.
References to Tender Documents	Various	Amendments to omit references to provisions of the Tender Documents.
General	Various	Further amendments, including minor drafting and tidy-up amendments, amendments to the naming convention for the Project Management / Contract Administration Services Contract and consequential amendments.

3. TENDER DOCUMENTS

Topic/Subject	Reference (if applicable)	Description
Participation in tender process	Clause 1.1(c)	Amendment to provide that the Tenderer's participation in the tender process is governed by, and subject to, the Disclaimer and Confidentiality Agreement and the Tender Conditions.
AusTender	Clause 1.2(b) and various consequential	Amendment to update the contact details for the AusTender Helpdesk.
Commonwealth Procurement Rules Compliance	Clauses 2.1(b), 4(a)(iv) and Tender Schedule D – Commonwealth Procurement Rules Compliance	<p>Amendments to reflect updates to the Commonwealth Procurement Rules being:</p> <ul style="list-style-type: none"> • a new paragraph (c) in Tender Schedule D - Commonwealth Procurement Rules Compliance which requests the Tenderer to provide details of its practices regarding achieving efficiencies and savings in whole of life costs; • amendments to paragraph (d) of Tender Schedule D - Commonwealth Procurement Rules Compliance to request the Tenderer to demonstrate its capability to meet the Applicable Standards (for example, in the form of a detailed explanation or a plan outlining how the Tenderer intends to meet the Applicable Standards if it is the successful Tenderer); • a new paragraph (f) in Tender Schedule D - Commonwealth Procurement Rules Compliance which requests the Tenderer to provide details of its organisational commitment to ethical conduct and ensuring compliance with the Commonwealth Supplier Code of Conduct, including by reference to applicable corporate policies or frameworks regarding ethics, governance and accountability; and • consequential amendments to the 'Commonwealth Procurement Rules compliance' evaluation criterion and to include a definition of 'Applicable Standards'.
Information Documents	Clauses 2.1(l) and 6	Amendments to remove provisions which provided for Information Documents to be issued with the Disclaimer and Confidentiality Agreement and that Information Documents will be issued following the issue of the Tender Documents.
Communications by Commonwealth and Tender Administrator	Clause 2.2(e) and various consequential	Amendment to include a new clause for the provision of any notice or written communication by the Tender Administrator and the Commonwealth contemplated by the Tender Conditions by publication on AusTender, or otherwise by email, other electronic means, post or hand, and consequential amendments throughout the document to reflect this amendment.
Industry Briefing	Clause 2.3 and Tender Particulars	Amendments to remove the optionality of the clause and provide that the Commonwealth may conduct one or more industry briefings (including Site visits) in person and/or by videoconference, the details of which, if applicable, will be notified by the Tender Administrator, and consequential amendment to the Tender Particulars.

Topic/Subject	Reference (if applicable)	Description
Shadow Economy Procurement Connected Policy	Clauses 3.3(b) and 26 and Tender Schedule H – Statement of Tax Record	Amendments to reflect the updated Shadow Economy Procurement Connected Policy.
Administrative arrangements	Clause 3.4(b)(iii)E	Amendment to provide that the Tender Form and each Tender Schedule should comply with the AusTender terms and conditions.
Defence Industry Participation Schedule	Clauses 4(a)(iv) and (ix) and 28 and Tender Schedule J - Defence Industry Participation Schedule	<p>Amendments to:</p> <ul style="list-style-type: none"> • provide for a new evaluation criterion, Tender Particular and Tender Schedule J titled "Defence Industry Participation Schedule" consistent with the Defence Policy for Industry Participation; • the evaluation criterion titled "Commonwealth Procurement Rules compliance" to refer to the information outlined in Tender Schedule J - Defence Industry Participation Schedule as well as Tender Schedule D - Commonwealth Procurement Rules Compliance; • include a new clause 28 which draws the Tenderer's attention to, and sets out relevant requirements in respect of, the Defence Policy for Industry Participation; and • the Tender Form to provide the option to remove the item which requests the Tenderer to provide information in relation to its approach to employing and engaging Australian veterans (if clause 28 applies), as that item is addressed in Tender Schedule J - Defence Industry Participation Schedule.
Evaluation of Tenders	Clause 4(d)(iii)E and (iv)	<p>Amendment to provide for the Commonwealth to not evaluate a Tender or to discontinue negotiations or dealings with any preferred Tenderer if the Commonwealth considers (in its absolute discretion) that the Tender is incomplete or clearly not competitive against the evaluation criteria and is unlikely to represent value for money.</p> <p>Amendment to provide that the Commonwealth may (in its absolute discretion) decide not to evaluate or continue to evaluate any material provided in excess of any page limit specified in a Tender Schedule.</p>
Procedure before the ATM Close Date and ATM Close Time	Clause 7.1	Amendments to the Commonwealth's rights in respect of interaction with Tenderers prior to the ATM Close Date and ATM Close Time.
Tender Process	Clause 7.3(a)(iii) and (b)	<p>Amendment to:</p> <ul style="list-style-type: none"> • provide that neither the Commonwealth, the Tender Administrator nor anyone on the Commonwealth's behalf warrants, guarantees or makes any

Topic/Subject	Reference (if applicable)	Description
		<p>representation in respect of the matters in this clause; and</p> <ul style="list-style-type: none"> clarify the Commonwealth's right to vary, suspend or discontinue or terminate the tender process at any time and for any reason.
Notification of Tenders	Clauses 9(a)(i) and (ii)B	Amendments to provide that Tenderers will be notified in writing if their Tender is non-conforming or otherwise unsuccessful, consistent with the updated Commonwealth Procurement Rules.
Joint Bids - Completion of Tender Form and Tender Schedules	Clause 11.3 and various consequential	<p>Amendments to:</p> <ul style="list-style-type: none"> include a new clause 11.3 in relation to the Tenderer's compliance with the Tender Conditions and any Tender Schedule, provision of information and completion and lodgement of the Tender Form where the Tender is lodged on a Joint Bid Basis and consequential amendments throughout the document to reflect this amendment; and clarify that Tenderers submitting on a Joint Bid Basis should provide, as part of its Tender, any information relevant to its proposed joint bid arrangements and each joint bid entity comprising the Tenderer.
Information Security	(Previous) clauses 16 and 17, Tender Particulars, Tender Form and item 3 of Tender Schedule G - Miscellaneous Matters For Evaluation	<p>Amendments to:</p> <ul style="list-style-type: none"> delete clauses 16 and 17 in respect of Information Security as Tenderers are required, in accordance with clause 3.4(b), to complete and lodge Tender Schedule G - Miscellaneous Matters For Evaluation, and consequential amendments to the Tender Particulars; and item 3 of Tender Schedule G - Miscellaneous Matters For Evaluation to align with the approach to information security in the Invitation to Register Interest, Disclaimer and Confidentiality Agreement and Conditions of Contract, including to request the Tenderer to provide details of its DISP membership (if any) and, if it does not hold such membership, to complete the questionnaire in respect of its approach to information security.
Disclosure of information to Commonwealth departments, agencies and authorities	Clauses 16(d) and 20(b)(iv)	Amendments to reflect updates to the Commonwealth Procurement Rules being to insert a new clause 16(d) and update clause 20(b)(iv) in respect of disclosure of information to Commonwealth departments, agencies or authorities.
Financial Viability	Clause 24 and section 4 of the Tender Form	<p>Amendments to:</p> <ul style="list-style-type: none"> streamline the list of information the Tender Administrator may request from the Tenderer in respect of its financial viability; and

Topic/Subject	Reference (if applicable)	Description
		<ul style="list-style-type: none"> the declaration to be provided by the Tenderer in the Tender Form to address compliance with any Statutory Requirement which requires it to satisfy any prescribed minimum financial requirements.
Strategic Notice Events	Clause 25 and section 3(c) of the Tender Form	Amendments to incorporate the Department of Finance's "Notification of Significant Events" policy requirements into the existing "Material Change or Defence Strategic Interest Issue" clause and include an acknowledgement by the Tenderer that it will comply with its obligations in the Disclaimer and Confidentiality Agreement in respect of Strategic Notice Events.
Procurement Complaints	Tender Particulars for Part 1	Amendments to identify contact email for complaints under the Judicial Review Act.
Additional Project Plans	Tender Particular for Part 4, Tender Schedule A - Project Understanding, item 2(c) and Tender Schedule A - Project Understanding, item 2(c)	Amendment to the guidance note in this Tender Particular to provide that "None stated" is the default position in respect of additional Project Plans to be prepared by Tenderers.
Statutory Declaration	(Previous) Statutory Declaration in the Tender Form, sections 1(f) and 12 of the Tender Form and various consequential	Amendments to: <ul style="list-style-type: none"> remove the Statutory Declaration previously included in Part 3 of the Tender Documents with consequential amendments throughout the Tender Conditions; and streamline the declarations previously given under the Statutory Declaration and in certain Tender Schedules in a new section 1(f) and section 12 of the Tender Form.
Commonwealth Supplier Code of Conduct	Section 11 of the Tender Form	Amendments to include a new section which refers the Tenderer to, and provides for the Tenderer to agree that it will at all times act consistently with, the Commonwealth Supplier Code of Conduct.
Approach to programming	Section 2 of the Attachment to Tender Schedule A 'Project DCAP Outline'	Amendment to request that the Tenderer outline their overall approach to programming, including to provide a detailed draft program showing anticipated timeframes for the Services.
Previous Performance	Tender Schedule C - Previous Performance	Amendments to the information sought by the Commonwealth in respect of the Tenderer's previous projects.
DISP Membership	Section 3 (Information Security) of Tender Schedule G - Miscellaneous Matters for Evaluation	Amendment to request the Tenderer provide evidence of DISP membership (in the form of a certificate issued by the Commonwealth) together with details of the relevant level held for each Security Domain and, if it does not hold such membership, to complete the questionnaire in respect of its approach to information security.

Topic/Subject	Reference (if applicable)	Description
Indigenous Procurement Policy	Paragraph (c) and item C of Tender Schedule I - Indigenous Procurement Policy	Amendments to Tender Schedule I - Indigenous Procurement Policy to require the Tenderer to lodge details of its intended approach to Indigenous industry engagement, including Indigenous subconsultants.
References to 'DPA'	Various	Amendments to update references to 'DPA' to 'the Delegate'.
Commonwealth Procurement Rules Compliance	Various	Amendments to reflect various updates to the Commonwealth Procurement Rules including in Tender Schedule D.
General	Various	Further amendments, including minor drafting and tidy-up amendments, amendments to the naming convention for the Project Management / Contract Administration Services Contract and consequential amendments including to align with amendments to the Terms of Engagement.

4. CONTRACT

Topic/Subject	Reference (if applicable)	Description
Terms of Engagement not to be amended	Cover page	Amendments to include a guidance note on the cover page to the Commonwealth that the Terms of Engagement including the Special Conditions must not be amended without prior endorsement of the Delegate.
Environmentally Sustainable Procurement Policy	Cover page	Amendments to include a guidance note on the cover page to the Commonwealth that the Project Management / Contract Administration Services template must not be used for the procurement of Services to which the Environmentally Sustainable Procurement Policy applies.
Glossary of Terms	Clause 1.1	Amendments to insert, amend and delete defined terms consequent upon the other amendments described in this document.
Asbestos	Clauses 1.1 and 5.9(p)(ii)	Amendments to include definitions of "Asbestos Management Plan" and "Defence Asbestos Register" and to provide that, prior to submission of any designs (where the Services include any design services), the Consultant must review the Asbestos Management Plan and the Defence Asbestos Register and ensure the design addresses all Asbestos related risks.
Defence Industry Participation Schedule	Clauses 1.1, 5.18, Contract Particulars and Annexure 7 - Defence Industry Participation Schedule	Amendments to insert a new clause 5.18 and corresponding Contract Particular which provides that the Consultant must ensure, among other things, that the activities specified in the Defence Industry Participation Schedule annexed at Annexure 7 are performed in Australia by the Consultant or, if applicable, relevant subconsultants identified in the Defence Industry Participation Schedule, and consequential amendments to defined terms.
ESD Principles	Clause 1.1	Amendments to the definition of "ESD Principles" to include the principles described in the Sustainable Procurement Guide in addition to the Smart Infrastructure Handbook.

Topic/Subject	Reference (if applicable)	Description
Fraud and Corruption	Clauses 1.1 and 19.5	<p>Amendments to:</p> <ul style="list-style-type: none"> • include known or suspected Fraud or Corruption which is occurring or has occurred in connection with the Contract or the Services as a new Strategic Notice Event; and • streamline the Consultant's obligations in respect of Fraud and Corruption, including to replace the previous "Fraud Control" provision with a new Strategic Notice Event and a new clause 19.5 which sets out additional obligations with which the Consultant must comply in respect of known or suspected Fraud or Corruption, <p>consistent with the Commonwealth Fraud and Corruption Policy.</p>
Information Security	Clauses 1.1 and 16, Contract Particulars and various consequential	<p>Amendments to:</p> <ul style="list-style-type: none"> • address all information security provisions in a single clause; • specify updated requirements in respect of the DISP, including that the Consultant must at its cost have obtained as at the Award Date and thereafter maintain the level of DISP membership specified in the Contract Particulars; • confidentiality requirements, including in respect of exceptions to such requirements in specified circumstances; • require the Consultant to comply with all Information Security Requirements including as set out in Control 10 of the Defence Security Principles Framework; • require the Consultant to ensure that persons performing the roles specified in the Contract Particulars hold and maintain a security clearance at or above the level specified in the Contract Particulars; • clarify the provisions relating to anticipated security classification of information and assets available to the Consultant and the consequences of any change in such classifications; and • provide for the notification and management of Security or Confidentiality Incidents, and <p>various consequential amendments to defined terms and other clauses.</p>
Pandemic Adjustment Event	Clauses 1.1 and 2.17 and Contract Particulars	<p>Amendments to:</p> <ul style="list-style-type: none"> • the definition of "Pandemic Adjustment Event" to provide that it means the listed events which arise as a direct result of the Pandemic and first occurs after the Award Date in each case which directly impacts the supply of labour, equipment, materials or services required for the carrying out of the Services;

Topic/Subject	Reference (if applicable)	Description
		<ul style="list-style-type: none"> • provide that if either party considers there has been a Pandemic Adjustment Event, the party discovering it must inform the Commonwealth's Representative and the other party; • remove the Consultant's Pandemic Adjustment Plan requirements and clarify that the Commonwealth's Representative's instruction to the Consultant as to the course it must adopt following a Pandemic Adjustment Event may include the preparation and compliance with, a plan satisfactory to the Commonwealth's Representative specifying the steps that the Consultant will implement to avoid, mitigate, resolve and otherwise manage the effects of the Pandemic on the Services and the Works; • provide that the Fee will be decreased by any savings made by the Consultant which arise directly from the Pandemic Adjustment Event or any instruction of the Commonwealth's Representative; and • provide that the Site Management Plan must address the procedure for managing the effects of the Pandemic, and <p>various consequential amendments in respect of defined terms and assessment of entitlements.</p>
Project Plans	Clauses 1.1, 3.3 and various consequential	Amendments to include the Work Health and Safety Plan as a default Project Plan and for any additional Project Plans to be specified in the Contract Particulars.
Strategic Notice Events	Clauses 1.1, 19 and various consequential	Amendments to incorporate the Department of Finance's "Notification of Significant Events" policy requirements into the existing "Material Change or Defence Strategic Interest Issue" clause and various consequential amendments to certain defined terms and other clauses.
Administration of Project Contracts	Clause 2.19(d)	Amendments to include reference to the head contract (guaranteed maximum price) delivery in respect of trust account administration.
Key People	Clause 4.5	Amendment to provide that a direction is deemed to be given to the Consultant if it is given to the Consultant's Representative.
Applicable Standards	Clauses 5.12(d) and 17.9	Amendments to reflect updates to the Commonwealth Procurement Rules in respect of Applicable Standards.
Program of the Services	Clause 7.2(a)(i)A	Amendment to provide that the initial program of the Services prepared by the Consultant must (in addition to being based upon the Commonwealth's Program) be otherwise developed based on the draft program lodged by the Consultant in its tender for the Services.
Prolongation	Clause 7.6(c)	Amendment to provide that the Consultant may claim extra costs incurred as a result of a Material Adverse Effect after the date the Consultant provided its 'Prolongation Proposal'.
Tax Invoice	Clause 10.5(a) and	Amendment to provide that the Consultant must give Defence Invoicing (as well as the Commonwealth's Representative) a tax

Topic/Subject	Reference (if applicable)	Description
	corresponding Contract Particular	invoice for the amount stated as then payable by the Commonwealth to the Consultant in the payment statement, rather than a copy of the tax invoice.
Survival	Clauses 12.5 and 16.6	Amendment to provide that clauses 12.5 and 16 survive termination of the Contract.
Indigenous Procurement Policy	Clause 15	Amendments to streamline and reduce duplication of provisions if at any time the Contract becomes a High Value Contract.
Shadow Economy Procurement Connected Policy	Clause 17.10 and various consequential	Amendments to reflect the updated Shadow Economy Procurement Connected Policy and various consequential amendments to defined terms and other clauses.
Disclosure of information to Commonwealth departments, agencies and authorities	Clauses 17.11(d) and 18(b)(v)	Amendments to reflect updates to the Commonwealth Procurement Rules being to: <ul style="list-style-type: none"> insert a new clause 17.11(d) (noting that the previous clause 20.1 has been moved to clause 17.11 and titled 'Commonwealth Publication and Reporting Requirements'); and update clause 18(b)(v) in respect of disclosure of information to Commonwealth departments, agencies or authorities.
Lessons Learnt Workshop	Clause 17.12	Amendment to insert a new clause 17.12 which provides that the Consultant must prepare for, attend and actively participate in a lessons learnt workshop to be held after Completion of the Services.
Commonwealth Supplier Code of Conduct	Clause 23 and various consequential	Amendment to insert a new clause 23 to include requirements in respect of, and require that the Consultant comply with, the Commonwealth Supplier Code of Conduct, consistent with the updated Commonwealth Procurement Rules and various consequential amendments to defined terms and other clauses.
Joint and Several Liability	Clause 2 of Annexure 5 - Special Conditions	Amendment to include a new Special Condition to be used where the Consultant is comprised of a joint venture.
General	Various	Further amendments, including minor drafting and tidy-up amendments, amendments to the naming convention for the Project Management / Contract Administration Services Contract and various consequential amendments.

DISCLAIMER:

The summary is not intended to be a substitute for legal advice or for reading the actual documents, and nothing in the summary will alter or affect the respective rights, obligations and liabilities of the parties under any document or contract. The summary is provided for information only and no responsibility will be taken by the Commonwealth of Australia or its advisers for its contents, use or any reliance upon it.