Australian Government

Defence

ASDEFCON (Support Short) V3.2

Incorporating:

Conditions of Tender

Draft Conditions of Contract

Draft Statement of Work

Released June 2026

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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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 Request for Tender (RFT) ***[…INSERT RFT NUMBER…]*** to provide ***[…INSERT DESCRIPTION OF SUPPLIES…]***.

[…INSERT BACKGROUND AND PROJECT PHASE INFORMATION…]

This RFT has been prepared utilising the ASDEFCON (Support Short) 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 to this letter, it is a summation and therefore may not be complete and accurate. You should not exclusively rely on Annex A to identify template changes in this RFT and should exercise independent skill and judgement in reading and understanding this RFT and in preparing your tender.

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

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 is:

[…INSERT RELEVANT DATES…].

Respondents 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

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.

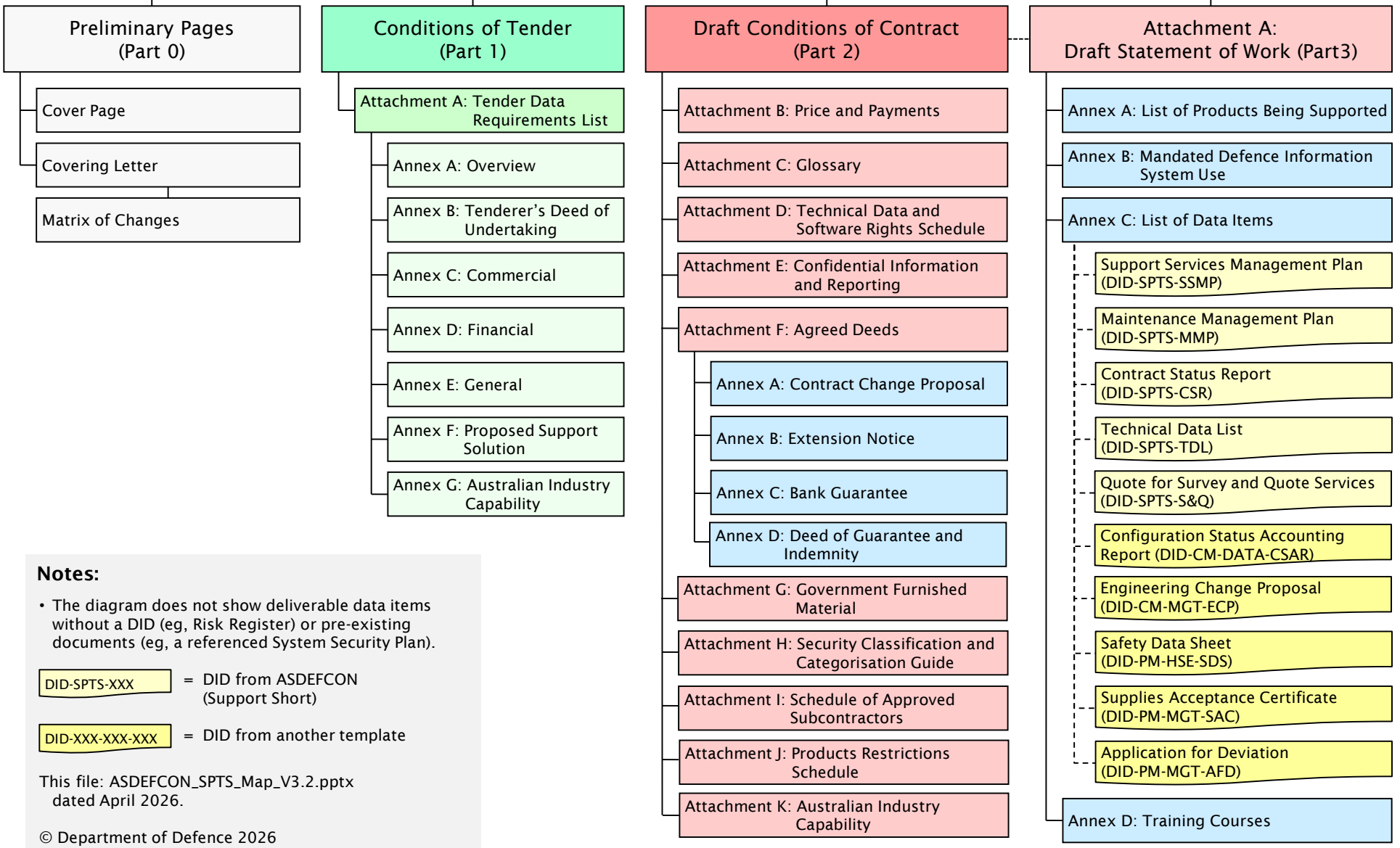
The Project Director or delegate approving the RFT is also responsible for ensuring that the completed Matrix of Changes and a copy of the RFT package is provided to the ASDEFCON and Contracting Initiatives Directorate at procurement.ASDEFCON@defence.gov.au upon release of the RFT. This information will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

ASDEFCON (Support Short) V3.2 Template



Notes:

- The diagram does not show deliverable data items without a DID (eg, Risk Register) or pre-existing documents (eg, a referenced System Security Plan).

DID-SPTS-XXX = DID from ASDEFCON (Support Short)

DID-XXX-XXX-XXX = DID from another template

This file: ASDEFCON_SPTS_Map_V3.2.pptx dated April 2026.

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PART 1 – CONDITIONS OF TENDER

TENDER DETAILS SCHEDULE

RFT Number:	**[…INSERT NO.…]**	
RFT Name:	**[…INSERT NAME OF CAPABILITY/SYSTEM…]** SUPPORT CONTRACT	
Division 2 of CPRs:	***Note to drafters: Procurements of the kinds of goods and services listed at Appendix A to the CPRs are ALWAYS exempt from the rules of Division 2 of the CPRs, and drafters should select 'do not' in this circumstance. While Defence may voluntarily conduct such procurements in accordance with some or all of the processes and principles of Division 2 (see CPR 3.12), that does not change the status of the procurement as being exempt from Division 2.*** ***If a CPR Appendix A Exemption does not apply, a procurement will be subject to the rules of Division 2 of the CPRs unless a separate exemption applies under CPR paragraph 2.6. Refer to the DPM for guidance on the CPRs.*** ***An electronic version of the CPRs can be accessed at:*** • ***https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules*** ***The Exemptions from Division 2 of the CPRs Factsheet can be accessed at:*** • ***http://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394*** ***Select 'do' or 'do not' from the clause below as appropriate to the RFT.*** The additional rules detailed in Division 2 of the Commonwealth Procurement Rules (CPRs) **[DO / DO NOT]** apply to this procurement.	
Contact Officer: (clause 2.3)	Name:	**[…INSERT NAME…]**
	Address:	**[…INSERT ADDRESS…]**
	Email:	**[…INSERT EMAIL ADDRESS…]**
Industry Briefing: **(Optional)** (clause 2.6)	An industry briefing will be conducted at **[…INSERT PLACE…]** commencing at **[…INSERT TIME…]** on **[…INSERT DATE…]**. 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…]**.	
	Option: To be used when a classified industry briefing is required. 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: a. nationality; b. date and place of birth; and c. current security clearance and the Department which issued the clearance.	
Closing Time: (clause 2.7.4)	***Note to drafters: Closing Time must be between 10 am - 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.*** **[…INSERT TIME…]** local time in the Australian Capital Territory (ACT) on **[…INSERT DATE…]**	
Format: (clause 2.7.5)	**[…INSERT FORMAT…]**	

Tender Validity Period: (clause 2.8)	**[…INSERT PERIOD…]** after the Closing Time (as extended under clause 2.8, if applicable).
Minimum Content and Format Requirements: (clause 3.2)	Tenders (including all attachments, annexes and supporting documentation), are to be written in English. All measurements in tenders are to be expressed in Australian legal units of measurement unless otherwise specified. 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.
Conditions for Participation: **(Optional)** (clause 3.3)	***Note to drafters: Clause 1.9 should be used if the procurement is undertaken as an open tender, subject to the CPRs and valued at $4 million or more (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.*** Clause 1.9 Statement of Tax Record; Clause 2.4 Preparation and Transmission of Classified Tenders; and Clause 2.5 Defence Security Requirement.

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1 GENERAL CONDITIONS

1.1 Interpretation of Request for Tender (Core)

1.1.1 The Request for Tender (RFT) comprises:

a. 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;

b. Part 2 - draft COC and attachments; and

c. Part 3 - draft SOW and annexes.

1.1.2 The 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:

a. the Tenderer's Deed of Undertaking executed by a tenderer;

b. a confidentiality deed executed by a tenderer; or

c. 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 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 the RFT, a descending order of precedence is to be accorded to the:

a. COT (including the Tender Details Schedule);

b. TDRL and the annexes to the TDRL; and

c. draft Contract in accordance with clause 1.3 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 this RFT is issued by the Commonwealth it will be through AusTender. Refer to clause 2.6 for further information on AusTender.

1.2.1 The Commonwealth may amend this RFT by 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 this 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:

a. it is in the public interest to do so;

b. the Commonwealth is required by law to do so;

c. no tenderer represents value for money;

d. no tenderer satisfies the Conditions for Participation specified in the Tender Details Schedule, if any;

e. no tenderer meets the essential requirements, if any, at clause 3.4; or

f. 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:

a. 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 1.4.1, '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 for the purposes of the COT, 'Project/ Product of Concern' means any project or sustainment activity identified by the Minister for Defence as a Project/ Product of Concern;

b. if an Insolvency Event occurs in relation to the tenderer or any of its Related Bodies Corporate;

c. if the tender is incomplete or clearly non-competitive; or

d. a representation or warranty given by the tenderer in its tender is false or misleading.

1.4.2 Any time or date in the RFT is for the convenience of the Commonwealth. The establishment of a time or date in the 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 any 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 polices 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:

a. DI and in particular:

(i) Administration and Governance Provision 4 AG4 – Incident reporting and management;

(ii) Administration and Governance Provision 5, AG5 – Conflicts of interest; and

(iii) People Provision 7, PPL 7 – Required behaviours in Defence and Chapter 3 of the Complaints and Alternative Resolutions Manual;

b. Defence Gifts and Benefits (including Hospitality) Receiving Policy;

c. Defence Gifts and Benefits (including Hospitality) Spending Policy;

d. Defence Sponsorship Policy;

e. Australian Defence Force alcohol policy as detailed in MILPERSMAN Part 4 Chapter 1;

f. Public Interest Disclosure policy detailed at:

https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure; and

g. **[…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: The following clause must be used for procurements at or above the relevant procurement threshold and that do not meet the exemptions set out at Appendix A to the CPRs. If the procurement is specifically exempt from the additional rules detailed the CPRs as a result of a Defence specific exemption (a list of Defence specific exemptions is found in the DPM) the procurement will still be subject to the Workplace Gender Equality Procurement Principles and this clause is to be used.

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/about-us/workplace-gender-equality-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 not compliant under the *Workplace Gender Equality Act 2012* (Cth).

1.7 Indigenous Procurement Policy (Optional)

Option: For inclusion when the Indigenous Procurement Policy's Mandatory Minimum Requirements apply to the procurement.

Note to drafters: The Indigenous Procurement Policy may apply to a procurement valued at or over $7.5 million (GST inclusive), depending on whether and how much of the resultant Contract's value will be spent in certain industry sectors. Drafters should refer to the ASDEFCON Clausebank for further information and appropriate clauses:

- ***http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx***

1.8 Procurement Complaints (Core)

1.8.1 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.

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

1.9 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 of $4 million or more (inc GST).

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

1.9.1 In accordance with the Shadow Economy Procurement Connected Policy, a tender is to include all of the valid and satisfactory STRs required from a tenderer under Table A-1.

1.9.2 Tenderers are to obtain and hold as at the Closing Time all of the valid and satisfactory STRs required under Table A-1 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 be $4 million or more (inc GST).

1.9.3 For the purposes of the RFT, an STR is taken to be:

a. ***valid*** if the STR has not expired as at the date on which the STR is required to be provided or held; and

b. ***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.

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 the RFT, any documents referenced in or attached to the 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 and inspections 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 Services 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 Services 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 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 and RFT Inquiries (Core)

2.3.1 Tenderers are to direct any questions or concerns regarding the 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:

a. for Australian tenders, in accordance with Principle 71 of the DSPF; and

b. for overseas tenders, in accordance with the applicable industrial 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 H to the draft COC.

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. 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 Requirements (Core)

Note to drafters: Where the procurement involves weapons or explosive ordnance, drafters must obtain Directorate of Security Assurance (DoSA)'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 the RFT (Approach to Market (ATM)), 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 via the online contact form at:

https://www.tenders.gov.au/infolinks/termsofuse.

2.7.3 The AusTender Helpdesk is available between 9am and 5pm Australian Capital Territory (ACT) local time, Monday to Friday (excluding ACT and national public holidays).

2.7.4 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 the RFT and on AusTender.

2.7.5 Tenders are to be lodged in the format specified in the Tender Details Schedule. All file names should:

a. sufficiently identify the tenderer by including their name; and

b. reflect the parts of the tender they represent, where the response comprises multiple files.

2.7.6 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 the 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 7.23 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:

a. 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;

b. for the purpose of defending any claim or proceeding in relation to the RFT process or any resulting Contract;

c. in the public domain otherwise than due to a breach of confidence; or

d. 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 the 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:

a. evaluation and selection of any tender;

b. preparation and negotiation of any resultant Contract with respect to the RFT; and

c. 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 all or part of the 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)

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

2.14.2 The Commonwealth will not consider a joint tender for the Services.

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 Services 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.

3 EVALUATION OF TENDERS

3.1 Evaluation and Process (Core)

3.1.1 Tenders will be evaluated on the basis of best value for money consistent with Commonwealth procurement policies, utilising the tender evaluation criteria at clause 3.9.

3.1.2 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 a 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. request a presentation of the tenderer's tender; or

f. visit the tenderers' or proposed Subcontractor's facilities.

3.1.3 In assessing tenders, the Commonwealth may take into account any supporting documentation provided under clause 2.2.2 and 3.1.2.

3.2 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.

3.2.1 **[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.

3.3 Conditions for Participation (Optional)

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

3.3.1 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.

3.4 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.

3.4.1 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.

3.5 Negotiation (Core)

3.5.1 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.

3.6 Preferred Tenderer Status (Core)

3.6.1 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 any 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.

3.7 Cost Investigation of Tenders (Core)

Note to tenderers: The Commonwealth may refer to the Defence 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 Defence internet site at:

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

3.7.1 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.

3.8 Debriefing of Tenderers (Core)

3.8.1 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.

3.8.2 Tenderers will be debriefed against the evaluation criteria contained in clause 3.9.

3.9 Tender Evaluation Criteria (Core)

3.9.1 The criteria to be applied for the purposes of evaluation are as follows, not in any order of importance:

a. past performance of contractual obligations by the tenderer, any proposed Subcontractor, any Related Bodies Corporate, or special purpose vehicle (in which any of these entities have been involved), including involvement of any of them in any contract that is or has been listed as a Project / Product of Concern;

b. the extent to which the tenderer is assessed as being capable of providing the Services in accordance with the requirements of the draft Contract (including the draft SOW) and the assessed level of risk relating to performance of the Services in accordance with those requirements;

c. the extent to which the tenderer is compliant with the draft Contract and the assessed level of risk relating to the negotiation of any resultant Contract acceptable to the Commonwealth;

d. the extent to which the proposed rights to Technical Data, Software and Contract Material would enable the Commonwealth to achieve the sustainment objectives for the Products;

e. the capability of the tenderer to satisfy the requirements of the draft Contract in relation to the environment and health and safety, including in relation to proposed Subcontractors, and the assessed level of risk relating to performance of the Services in accordance with those requirements;

f. the financial and corporate viability of the tenderer to fulfil Contract obligations; and

g. the tendered prices and pricing structure.

Option: Include this criterion if the expected value of the Recurring Services for the Initial Term of any resultant Contract is above $1million (including GST).

h. the extent to which the tenderer's proposal will achieve economic benefit for the Australian economy.

Option: This criterion must also be included if the expected value of the Recurring Services for the Initial Term of any resultant Contract is above $4 million (including GST) and it will include an AIC program (refer to TDR G).

Refer to COC clause 4 for more details on including an AIC program.

i. the extent to which the tenderer's proposal achieves the objectives for the Australian Industry Capability (AIC) program and satisfies the AIC requirements of the draft Contract.

ATTACHMENT A

TENDER DATA REQUIREMENTS LIST

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

Tender Data Requirement Number	Tender Response Volume
	Volume 1: Overview
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 Services and Export Approvals (CORE)
C-2	Liability (CORE)
C-3	Insurance (CORE)
C-4	Technical Data and Software Rights (CORE)
C-5	Economic Benefit to the Australian Economy (OPTIONAL)
	Volume 3: Financial
D-1	Tendered Pricing Information – General Requirements (CORE)
D-2	Tendered Pricing Information – Specific Requirements (CORE)
D-3	Adjustments (CORE)
D-4	Performance Assessment and Performance Payments (OPTIONAL)
D-5	Australian Contract Expenditure (OPTIONAL)
	Volume 4: General
E-1	Risk Assessment and Risk Register (CORE)
E-2	Defence Industry Security Program, Physical Security, and Information and Cyber Security Requirements (OPTIONAL)
E-3	Government Furnished Material (OPTIONAL)
E-4	Government Furnished Services (OPTIONAL)
	Volume 5: Proposed Support System
F-1	Description of Proposed Support Solution (CORE)
	Volume 6: Australian Industry Capability
G-1	Australian Industry Capability Schedule (OPTIONAL)

ANNEX A TO ATTACHMENT A

RESPONSE VOLUME: OVERVIEW (CORE)

1. EXECUTIVE SUMMARY (CORE)

1.1 Tenderers are to provide an executive summary of their tender.

1.2 The executive summary is to contain no pricing information.

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 perform the resultant Contract; and

b. details of any other matters relating to commercial, technical or financial capacity that may materially affect the tenderer's 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 risks arising from subcontracted work, and how the tenderer would maintain sufficient cash flow in the event of a delay to a payment under any resultant Contract for any reason.

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. Contracts, with other customer organisations, with comparable scope and complexity,

in which the tenderer was the prime contractor or a subcontractor ('referenced contracts').

Note to tenderers: As guidance, the summary of each referenced contract, 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 contract:

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 the services provided, and the location and nature of the work;

e. the contract (or subcontract) commencement and completion dates;

f. the approximate Australian dollar value of the contract or subcontract.

2.4 Tenderers are to provide a summary, for each referenced contract, describing how the referenced contract demonstrates that the tenderer has:

a. the commercial and support services management capabilities necessary to address the complexities of the draft Contract; and

b. the service-delivery capabilities sufficient to address those Services described in the draft SOW (primarily clauses 4 to 8).

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.

Financial Statements Presubmittal Program or Approved Contractor Viability Program

ANNEX A TO ATTACHMENT A

Note to drafters: Further information on the FSPP and ACVP is available at:

- ***http://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/E76557FA-4D81-4DA2-9060-62161171D259.***

Note to tenderers: The Financial Statements Presubmittal Program (FSPP) permits suppliers to submit tenderer-related financial information once per year to CASG, rather than as part of each tender. Approved Contractor Viability Program (ACVP) status prequalifies a tenderer as being financially viable for the purposes of tender evaluation. For information on the FSPP and ACVP, and registers of participating suppliers, refer to:

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

Tenderers NOT participating in the FSPP or ACVP:

2.6 Tenderers that are not participating in the FSPP (ie, not listed in the FSPP or ACVP registers as at the time of tender lodgement) are to provide the following information:

a. the following details of the tenderer, as applicable:

(i) the full name of the tenderer;

(ii) any trading or business name;

(iii) if a company, the registered office, principal place of business and an outline of the company structure;

(iv) the date and place of incorporation;

(v) individual shareholders holding 20 percent or more of any issued share capital;

(vi) particulars of any foreign national or foreign bodies or organisations in a position to exercise or influence control over the tenderer;

(vii) Related Bodies Corporate;

(viii) for a foreign firm or company, 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; and

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, these 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.

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.

Tenderers participating in the FSPP or ACVP:

2.8 Tenderers that are participating in the FSPP (ie, 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 firm or company, details of its registration, incorporation and place of business in Australia, and the name of any Australian representative and its ABN.

ANNEX A TO ATTACHMENT A

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***

2.9 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.

2.10 For the purposes of clause 2.9, 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.

ANNEX A TO ATTACHMENT A

Option: This clause must be used when a procurement is conducted by open tender, is subject to the CPRs, and has an estimated value of $4 million or more (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.***

2.11 Tenderers are to:

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

b. in accordance with clause 1.9.3 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. body corporate or natural person;	a valid and satisfactory STR in respect of that body corporate or person;
a partner acting for and on behalf of a partnership;	a valid and satisfactory 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 valid and satisfactory STR in respect of the: (i) trustee; and (ii) the trust;
a joint venture participant;	a valid and satisfactory 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;
a member of a Consolidated Group;	a valid and satisfactory STR in respect of: (i) the relevant member of the Consolidated Group; and (ii) the head company in the Consolidated Group;
a member of a GST Group;	a valid and satisfactory STR in respect of the: (i) the GST Group member; and (ii) the GST Group representative.

ANNEX A TO ATTACHMENT A

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 for their subcontracts (up to $1 million (inc GST)) within 20 days. For information refer to:

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

2.12 Tenderers are to include the boxes below in their tender, and identify whether or not the Tenderer is 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).

Option: For use when the Commonwealth intends to use the PEPPOL framework under any resultant Contract (refer to the link below).

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 term 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-rmg-417.***

2.13 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

Option: Include these clauses 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 Australian Government 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 participation in the RFT process. Queries relating to the collection and use of data for 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

b. the tenderer's ultimate parent entity's country of tax residency.

2.15 In responding to clause 2.15, 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 2.15 and 2.16.

ANNEX A TO ATTACHMENT A

3. SCHEDULE OF PROPOSED SUBCONTRACTORS (CORE)

Draft COC references: clauses 4.2 and 11.9

Note to drafters: Amend the ending of clause 3.1 as appropriate, to reflect the options selected (if any) at clauses 3.3 and 3.4.

3.1 Tenderers are to provide details, in the format at Table A-2, of all proposed Subcontractors that trigger any of the Approved Subcontractor criteria listed in clause 11.9.4 of the draft COC **[…INSERT ', and all proposed Subcontractors that trigger the requirements of clauses 3.3 or 3.4'…]**, including details of any exception sought in accordance with clause 11.9.5 of the draft COC for a proposed Subcontractor at column (i) of Table A-2 .

3.2 Of the proposed Subcontractors identified in response to the criteria listed in clauses 11.9.4b and 11.9.4c of the draft COC, tenderers are to provide the details set out in clause 2.1 and clause 2.6 or 2.8 of this annex for the **[…INSERT EG, "five"…]** proposed Subcontracts with the highest work value. 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.

Option: Include when the Contract will be subject to the Shadow Economy Procurement Connected Policy. Delete 'STR required' column from Table A-2 if this option is not required.

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

Option: Include when the procurement has an estimated value above $4 million (GST inclusive) and is not subject to a Defence exemption under paragraph 2.6 of the CPRs.

3.4 The tenderer shall indicate at column (h) of Table A-2 whether a proposed Subcontractor would be a Reporting Entity or PT PCP Subcontractor.

Table A-2: Schedule of Proposed Subcontractors

Proposed Subcontractor and ABN/ACN (as applicable)	Work / Services to be subcontracted and any significant Deliverables (including technical significance)	Proposed Approved Subcontractor (draft COC clause 11.9) (yes / no)	Prescribed Activity as referenced at 11.9.4(b)(iii) of the COC	Location of work to be performed (incl. postcode)	Subcontract value ($A per annum)	STR required (Yes/No)	Reporting Entity Subcontract or PT PCP Subcontract? (identify which)	Comments / Proposed Exclusions
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)

4. STATEMENT OF NON-COMPLIANCE (CORE)

4.1 If a tenderer does not fully comply with any clause of the annexes to the COT (excluding Annex B), the draft COC and Attachments, or the draft SOW and annexes, 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:

a. the extent of, justification for, and impact of non-compliance;

b. details of any proposed drafting amendments; and

c. the location in the tender where further non-compliance details and comments (if any) can be found.

4.2 Responses are to be in the order in which the clauses appear and refer to the relevant clause number, annex, Attachment or DID.

4.3 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) or Division 137 of the Criminal Code Act 1995.

Table A-3: Statement of Non-Compliance

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

ANNEX B TO ATTACHMENT A

RESPONSE VOLUME: OVERVIEW (CORE)

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 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.

1.4 The Tenderer submits its Tender to provide the Services 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 safety law or worker's compensation law) to other Commonwealth agencies or regulatory bodies; and

i. that Defence, as a Commonwealth agency, 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 on 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 (including foreign anti-corruption legislation) or Commonwealth policies regarding the offering of unlawful inducements in connection with their Tender;

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 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 the 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 Tender declares the following is a complete list of all current actual, potential or perceived conflict of interest:

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

4.5 If in relation to the RFT a conflict of interest exists, arises, or appears likely to arise, that the Tenderer has not previously disclosed in connection with the RFT process, 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.

4.6 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.

4.7 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 3 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'…]

4.8 The Tenderer represents and warrants that, in accordance with clause 1.9.2 of the Conditions of Tender, it has obtained and holds as at the Closing Time all of the valid and satisfactory and

valid STRs required under Table A-1 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 be $4 million or more (inc GST).

Option: Include if clauses 11.9.13 – 11.9.17 (PT PCP clauses) are included in the COC.

Note to tenderers: Tenderers are to include the following clause if the tenderer is a Reporting Entity and 11.9.13 – 11.9.17 have been included in the COC.

4.9 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 4.9a; and

(ii) obligations equivalent to this clause 4.9b (such that the obligations in this clause 4.9b 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. GOVERNING LAW (CORE)

Note to drafters: Prior to release of the RFT, drafters are to insert the same jurisdiction as selected at Item 17 of the Details Schedule of the draft COC.

6.1 The laws of **[…INSERT JURISDICTION…]** apply to this deed poll. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of this deed poll or in connection with the RFTTermination and amendment (core)

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/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/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.

ANNEX B TO ATTACHMENT A

Executed as a Deed Poll:

(…INSERT APPROPRIATE TENDERER'S EXECUTION CLAUSE…)

ANNEX C TO ATTACHMENT A

RESPONSE VOLUME: COMMERCIAL (CORE)

1. IMPORTATION OF SERVICES AND EXPORT APPROVALS (CORE)

Draft COC reference: clauses 3.4 and 3.5

Note to tenderers: Tenderers must inform themselves of the export control status of the tendered Services and comply 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 a contract.

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

- ***https://www.defence.gov.au/business-industry/exporting/export-controls-framework.***

1.1 Tenderers proposing to import parts of the Services are to provide:

a. an indication of what is being imported;

b. evidence from the government of the country of origin that the tenderer will be granted an Export Approval for those items if the tenderer is awarded any resultant Contract;

c. 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 Services;

d. 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

e. details of any rejected application for, or refusal to grant, an Export Approval for goods similar to the Services, which may have a bearing on an application to export the Services.

2. LIABILITY (CORE)

Draft COC reference: clause 10.6

Note to drafters: Refer to clause 10.6 of the draft COC for notes on liability risk assessments.

Note to tenderers: The liability caps and insurance requirements in clauses 10.6 and 9 respectively of the draft COC are based on a liability risk assessment conducted by the Commonwealth in accordance with the Defence Liability Principles and the standard Defence methodology described in the Liability Risk Assessment template; both 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 10.6 of the draft COC (eg, by proposing a liability limitation or exclusion additional to those set out in clause 10.6), the tenderer is to provide the following details:

a. the terms of the tenderer's proposed limitation of liability, including their proposed Limitation Amount to be set out in item 14 of the Details Schedule of the draft COC;

b. an explanation of why the tenderer requires a limitation of its liability regime different to that proposed in clause 10.6 of the draft COC; and

c. the impact (if any) of these changes on the insurance requirements of the draft COC.

ANNEX C TO ATTACHMENT A

3. INSURANCE (CORE)

Draft COC reference: clause 9

Note to tenderers: For information on ACIP and the list of companies with ACIP status, refer:

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

Other than in relation to ACIP approved insurance policies, the Commonwealth will require comprehensive details of insurance policies from a preferred tenderer, and reserves the right to request that additional insurance policies be obtained by a preferred tenderer based on any circumstances assessed as being relevant to the Commonwealth's risk assessments.

3.1 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).

3.2 All tenderers are to identify within the 'Specific Prices' worksheet of the Support Short Pricing Workbook (SPTSPW) submitted under TDR D, details of all costs associated with the insurance policies covered in the tenderer's insurance response.

4. TECHNICAL DATA AND SOFTWARE RIGHTS (CORE)

Draft COC reference: clause 5

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

Note to tenderers: Tenderers are required 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 sustainment objectives with respect to the Products, 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 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.***

4.1 Tenderers are to provide a draft TDSR Schedule, in the form of Attachment D to the draft COC, by specifying any proposed restrictions that will apply to the Commonwealth's right to sublicense specified TD and Software under clause 5.2.2b(v) of the draft COC.

5. ECONOMIC BENEFIT TO THE AUSTRALIAN ECONOMY (OPTIONAL)

Note to drafters: This clause must be included if the expected value of any resultant Contract is above $1 million (including GST).

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***

5.1 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

RESPONSE VOLUME: FINANCIAL (CORE)

1. TENDERED PRICING INFORMATION – GENERAL REQUIREMENTS (CORE)

Draft COC reference: clause 7 and Attachment B

Note to drafters: Delete the sentence below for ACE if not applicable (see TDR D-5).

Note to tenderers: The Support Short Pricing Workbook (SPTSPW) collects financial information for tenders and specific worksheets will form the basis of Attachment B of any resultant Contract. If applicable, the SPTSPW enables the calculation of Australian Contract Expenditure (ACE). For guidance, refer to the SPTSPW Guide and the ACE Guide for ASDEFCON (if applicable).

Note to drafters: Update the SPTSPW to support this Annex. Amend the list under clause 1.1 for the draft Contract; for example, if not all of the 'schedules of rates' worksheets are required.

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

a. Recurring Services worksheets;

b. Task Priced Services;

c. S&Q Services;

d. Schedules of Rates (including the Schedule of Margins, Labour Rates, Material and Other Direct Cost worksheets);

e. Specific Prices;

f. Adjustments;

g. Payment Schedule; and

h. if additional currencies are required, the Constants worksheet.

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

1.3 Tendered prices (and rates for ad hoc Services) are to be inclusive of all costs (and fees, including profit) of complying with the draft Contract and associated with providing the Services 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 Services (including deliverables) on which GST will be payable, the tenderer is to indicate the amount of GST to be applied.

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 (tools and resources):

- ***http://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/9632D046-922F-43E9-8690-FDE2EAA695B7***

or by email to the Commercial and Financial Analysis Directorate at:

- ***casg.cfa@dpe.protected.mil.au***

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.***

ANNEX D TO ATTACHMENT A

Note to drafters: Delete reference to ACE Measurement Rules if an AIC program is not applicable.

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

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

1.5 Tenderers are to apply:

Option: Include this clause if the Defence Cost Principles 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.

a. the Defence Cost Principles when preparing tendered prices; and

b. 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 Attachment B

Note to drafters: If the Commonwealth will not consider a Mobilisation Payment, replace clause 2.1 with 'Not used' and delete the note to tenderers.

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 new support infrastructure). If a Mobilisation Payment is considered appropriate, a Bank Guarantee in accordance with clause 7.4 of the draft COC will be required.

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

Note to tenderers: A Recurring Services worksheet is required for each payment period during the Initial Term (eg, after an initial period, worksheets may be aligned with financial years).

2.2 Recurring Services. When defining the Recurring Services Fees, tenderers are to:

Note to tenderers: Annex A to DID-SSM-CWBS, from the ASDEFCON (Support) template, may be used as guidance when developing the pricing breakdown structure for Recurring Services.

a. apply a pricing structure that is consistent with the scope of the required Services and which presents a sensible breakdown of the work activities (eg, logically separates Preventive Maintenance activities from Corrective Maintenance activities, and so on);

b. demonstrate that the full scope of the Recurring Services have been captured; and

c. insert additional worksheets, if required, to define any additional (annual or other) pricing periods, for the Initial Term.

Note to drafters: Include Option A if an AIC program is required (refer to Annex G); otherwise, include Option B. Refer to COC clause 4 for the criteria to include an AIC program.

Note to tenderers: The below clause is intended to limit the detail to be tendered when pricing Subcontracts (where a Subcontract price may be apportioned over multiple lines). The preferred tenderer may be requested to provide additional detail during negotiations.

Option A: For contracts including an AIC Program.

2.3 When identifying Approved Subcontractor pricing within the SPTSPW 'Recurring Services' worksheets, tenderers are to:

a. identify the three proposed Approved Subcontracts with the highest expected ACE value, or all proposed Approved Subcontracts if there are less than three;

b. for the proposed Approved Subcontracts identified under clause 2.3a, allocate the Subcontract price (ie, Contractor costs under any resultant Contract) to the 'labour', 'materials' or 'other direct costs' column for 'Direct costs (annual basis)' that best describe the goods or services provided for the applicable line in the pricing breakdown structure; and

c. for any other proposed Approved Subcontractors, include prices under the 'non-Approved Subcontract Prices' columns.

Option B: For contracts not including AIC program.

2.4 When identifying pricing within the SPTSPW, tenderers:

a. are to identify proposed Subcontractors in the 'Subcontractors' worksheet;

b. may provide pricing for all Subcontracts within the 'non-Approved Subcontract Cost' columns in the 'Recurring Services' worksheets, including prices for any proposed Approved Subcontracts;

c. are not required to calculate Australian Contract Expenditure (ACE); and

d. for 'Recurring Services' worksheets, are not required to break down direct costs into 'labour', 'materials' and 'other direct costs' but may use the 'Direct costs (annual basis)' columns that best describe the nature of each direct cost in the pricing breakdown structure.

2.5 **S&Q Services.** When defining labour rates for S&Q Services, tenderers are to:

a. identify the labour categories and skill levels that may carry out S&Q Services described in the draft SOW and provide hourly rates for both normal time and other time; and

b. define 'normal time' and 'other time' for the purposes of the labour rates used for S&Q Services (eg, normal time is 8 hrs/day any Working Day between 07:00 – 19:00).

Note to drafters: Insert a threshold amount in the note to tenderers below.

Note to tenderers: Lower mark-ups are expected on high-value Contractor-purchased Materials, Subcontracts and Other Direct Costs. Mark-up rates on purchases over […INSERT AMOUNT…] will be negotiated.

2.6 When defining the mark-ups for materials, Subcontracts and Other Direct Costs for S&Q Services, tenderers are to explain the basis for the mark-ups, including in comparison to the margins used for Recurring Services.

3. ADJUSTMENTS (CORE)

Draft COC reference: clause 7.3

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

Note to tenderers: If payments for any resultant Contract include significant amounts in foreign currencies, Defence policy is to pay those amounts in 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.***

ANNEX D TO ATTACHMENT A

If foreign currency amounts are not significant (eg, less than A$1 million), any resultant Contract may be written in Australian dollars with added provisions for exchange rate adjustments.

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

3.1 Tenderers are to provide the following information which will be necessary in the event that the resultant Contract is written in Australian dollars for a portion of the payments that are subject to adjustment for exchange rate fluctuations:

a. 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);

b. exchange rate for which the tendered price is based: $A1 = (foreign currency); and

c. 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 SPTSPW.

4. PERFORMANCE ASSESSMENT AND PERFORMANCE PAYMENTS (OPTIONAL)

Draft COC reference: Annex E to Attachment B

Note to drafters: If Annex E to Attachment B will not be included in the draft Contract, delete the clauses below and annotate the heading as 'Not used'.

Note to tenderers: In regards to clause 4.2, as an example, a more efficient measurement process for the same Services and KPI, does not require an alternative proposal.

4.1 Tenderers may propose changes to performance assessments and payments including, for example, changes to methods for measuring Key Performance Indicators (KPIs), alternative KPIs (if consistent with Contract objectives), or the amounts allocated to KPIs (weightings).

4.2 If proposing, in response to clause 4.1, a change that would have a material effect on the Services under any resultant Contract, the tenderer is to submit an alternative proposal in accordance with clause 2.15 of the COT.

5. AUSTRALIAN CONTRACT EXPENDITURE (OPTIONAL)

Draft COC references: clause 4.2, Attachment B clause 6, Attachment K

Note to drafters: If an AIC program is not required the clauses below may be deleted and the heading annotated as 'Not used'. Refer to COC clause 4 for criteria on including an AIC program.

5.1 When preparing the SPTSPW, tenderers are to calculate the ACE and ICE for the Recurring Services Fees for any resultant Contract, in accordance with clause 4.1.4 of the draft COC.

Note to tenderers: COC clause 4.2 creates an obligation to achieve Annual ACE Values for Recurring Services, which should be consistent with the ACE Values in the AIC Schedule (refer to Annex G). ACE identified for other payment types is not used in defining ACE for the Initial Term. The 'Contract Summary' worksheet calculates ACE by stage and as a total for Recurring Services Fees. Note that, when applicable, adjustments (TDR D-3) will also apply to ACE values.

5.2 Tenderers are to provide details, in the format at Table D-1, of the forecast ACE values for each annual (or other) 'pricing period' for Recurring Services (ie, for each Recurring Services worksheet), and a forecast total ACE value for Recurring Services of any resultant Contract.

Table D-1: Annual ACE Values

No.	Pricing Period for Recurring Services	Annual ACE Value (A$)
(a)	(b)	(c)
1	(…INSERT 'from' and 'to' dates, or FY...)	
2		
3		
4		
5		
total:		

ANNEX D TO ATTACHMENT A

Note to tenderers: Table B-2 of Attachment B may contain deeming rates for ACE and ICE percentages that are alternate or additional to the ACE Measurement Rules. Tenderers may propose new deeming rates in the form of Table D-2, but these will be subject to confirmation by Defence's Commercial and Financial Analysis (CFA) Directorate prior to 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.

5.3 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 6.2.1 of draft Attachment B, by providing a response in the format of Table D-2. Subject to confirmation by Commercial and Financial Analysis (CFA), alternate / additional Subcontract categories, thresholds and deemed ACE and ICE percentages will be considered by the Commonwealth for inclusion in any resultant Contract.

Table D-2: 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).

5.4 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-3.

Table D-3: Deeming Rates for Indirect Costs

Entity Name	Deemed ACE percentage	Deemed ICE% percentage	Date confirmed by CFA
[… INSERT TENDERER NAME …]	(…INSERT %...)	(…INSERT %...)	(…DATE...)
[… INSERT PROPOSED SUBCONTRACTOR NAME …]	(…INSERT %...)	(…INSERT %...)	(…DATE...)

ANNEX E TO ATTACHMENT A

RESPONSE VOLUME: GENERAL (CORE)

1. RISK ASSESSMENT AND RISK REGISTER (CORE)

1.1 Tenderers are to provide a draft risk register prepared in accordance with DID-SPTS-SSMP, which summarises the tenderer's assessment of the risks associated with the performance of any resultant Contract.

2. DEFENCE INDUSTRY SECURITY PROGRAM, PHYSICAL SECURITY, AND INFORMATION AND CYBER SECURITY REQUIREMENTS (OPTIONAL)

Draft COC reference: clause 11.10

Note to drafters: Include this clause if DISP membership at Level 1 is required in the draft COC for the Physical Security and/or for the Information and Cyber Security elements. If the RFT is to include classified information, drafters should consult their Security Officer.

Note to tenderers: Refer to the Details Schedule in the draft COC for the DISP membership level, Physical Security, Information and Cyber Security, and COMSEC requirements for any resultant Contract. Also, refer to the Security Classification and Categorisation Guide attached to the draft Contract or contact the Contact Officer listed in Tender Details Schedule.

2.1 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 and Cyber Security DISP membership levels identified in the Details Schedule in the draft COC:

a. physical address of facility;

b. facility accreditation(s) held (type and level), when granted and by whom; and

c. ICT system accreditations(s) held (type and level), when granted and by whom.

2.2 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, the tenderer is to advise:

a. of the applicable Security of Information Agreement or Arrangement (SIA); and

b. how they would meet requirements equivalent to the DISP membership requirements of the draft Contract, and any risks associated with contract execution or management.

2.3 Tenderers are to provide the information required by clauses 2.1 and 2.2 in relation to all Subcontractors who will require access to security classified information.

3. GOVERNMENT FURNISHED MATERIAL (OPTIONAL)

Draft COC reference: clause 3.6

Draft SOW reference: clause 3.10

Note to drafters: Develop Attachment G to the draft COC to enable tenderers to transfer GFM details to the tender response format. Also refer to CASG Safety Management System (CASSafe) regarding the Requirement: 'Supply safe plant, substances, structures and radiation sources'.

Note to tenderers: All Government Furnished Material (GFM) that is 'mandated' or is otherwise offered is listed in Attachment G to the draft COC. Additional GFM may be proposed by tenderers for any resultant Contract. Refer to the SPTSPW for 'Specific Prices' to be tendered if GFM is not made available.

3.1 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 (including for all 'mandated' GFM) may be transferred from Attachment G to the draft Contract, into the tenderer's response.

3.2 If tenderers propose changes to the quantities, dates, locations or time periods proposed in Attachment G to the draft Contract, these changes should be clearly identified in the tender response (ie, columns c to f of Table E-1, GFM Tender Response Format).

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 to own new IP (Y/N) and reason if 'Y'	Export restrictions (if applicable)	Comments / Intended Purpose
a	b	c	d	e	f	g	h	i	j
Government Furnished Equipment (GFE) required to be used under any resultant Contract.									
proposed GFE: equipment including Software that, subject to negotiations, may be included in any resultant Contract as GFE.									
proposed Government Furnished Data (GFD).									
proposed Government Furnished Information (GFI).									

ANNEX E TO ATTACHMENT A

Notes: Table E-1: GFM Tender Response Format

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 (or made available) 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 item is to be inspected and the Commonwealth notified (refer clause 3.10.1 of the SOW).

g. Technical Data and Software Restrictions: Indicate any TD or Software restrictions in addition to those granted under clause 5.4 of the COC.

Note to tenderers: Subject to negotiations, any proposed GFD for which the successful tenderer (or nominee) claims ownership may be re-categorised as GFI under any resultant Contract.

h. Tenderer to own new IP: A declaration of whether new IP created under any resultant Contract, in respect of the item of GFM, is to be owned by the tenderer (or nominee) pursuant to clause 5.1.4 of the COC. Tenderers are to provide justification for any proposed ownership of IP in GFM (eg, 'Y – P owned by [name of Subcontractor / nominee]').

i. Export Approval Restrictions: Any restrictions derived from Export Approvals to which an item of GFM is subject (if applicable).

j. Comments / Intended Purpose: The purpose for the item of GFM and any comments supplementary to the information under columns (a) to (i).

4. GOVERNMENT FURNISHED SERVICES (OPTIONAL)

Draft COC reference: clause 3.8 and Attachment G

Draft SOW reference: clause 3.10

Note to drafters: Include this clause if clause 3.8 has been included in the draft COC. Ensure that draft Attachment G includes at least the GFS that is required to be used (eg, ERP).

Note to tenderers: All Government Furnished Services (GFS) mandated or proposed by the Commonwealth (if any) are detailed in Attachment G to the draft COC. Refer to the 'Specific Prices' worksheet of the SPTSPW 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.

4.1 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.

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

ANNEX F TO ATTACHMENT A

RESPONSE VOLUME: PROPOSED SUPPORT SYSTEM (CORE)

1. DESCRIPTION OF PROPOSED SUPPORT SOLUTION (CORE)

Note to drafters: Amend clauses to address the specific needs of the draft Contract.

1.1 Tenderers are to provide a summary description of their support proposal that:

a. describes how the tenderer would provide the overall scope of the Services; and

b. assists the Commonwealth to understand the proposal, and identifies:

(i) any pre-requisites or initiatives required to enable the Services to be provided (eg, acquiring new resources or establishing agreements with manufacturers);

(ii) any significant assumptions underpinning the proposal (including in respect of Commonwealth roles and actions); and

(iii) any significant constraints or limitations with the proposal (eg, with respect to in-country support capabilities and the availability of any essential resources).

1.2 For each of the major categories of Services, as required by clauses 4 to 8 of the draft SOW, the tenderers are to describe for any resultant Contract:

a. the business units including any Subcontractors (referring to the response to TDR A-3 as appropriate), their roles and sites (locations) proposed for the provision of major Services and, if applicable, how their roles vary for different Products and Services;

b. how work would be allocated, controlled and co-ordinated between business units;

c. the interfaces with the Commonwealth (including individual Defence units, if applicable), to enable the provision of the Services to be co-ordinated;

d. any significant physical Support Resources required to provide the Services (other than personnel and GFM) and if they currently exist and/or if they need to be acquired, developed, modified and/or expanded; and

e. the information management systems to be used for each of the Services (other than any Defence information management systems mandated by the draft SOW).

Note to drafters: Clauses 1.3 to 1.7 are 'self-tailoring' by reference to the draft SOW. These may be amended as required. If preferred, replace clauses that are not required with 'Not used'.

1.3 If Operating Support Services are required, under clause 4 of the draft SOW, tenderers are to describe (in addition to the information provided in response to clauses 1.1 and 1.2):

a. the tenderer's proposed help desk customer interface(s), existing help desk capabilities, and service request management solutions; and

b. if applicable, required licensing and service request escalation involving third parties.

1.4 If Engineering Services are required, under clause 5 of the draft SOW, tenderers are to describe (in addition to the information provided in response to clauses 1.1 and 1.2):

a. if required by the draft SOW, the proposed approach for undertaking Configuration Management, managing engineering changes, and undertaking system safety and system security;

b. if required by the draft SOW, how any ADF regulatory / assurance requirements will be met; and

c. the standards to be applied for undertaking Engineering Services.

1.5 If Maintenance Services are required, under clause 6 of the draft SOW, tenderers are to describe (in addition to the information provided in response to clauses 1.1 and 1.2):

a. if applicable, how Maintenance activities for different Products will be allocated to different Maintenance business units (including Subcontractors if applicable); and

b. if required by the draft SOW, how any ADF regulatory / assurance requirements will be met.

1.6 If Supply Services are required, under clause 7 of the draft SOW, tenderers are to describe (in addition to the information provided in response to clauses 1.1 and 1.2):

a. proposed Supply Support interfaces between the Commonwealth and Contractor; and

b. the proposed approach for inventory management, including the stocktaking and reporting of Contractor Managed Commonwealth Assets.

1.7 If Training Services are required, under clause 8 of the draft SOW, tenderers are to describe (in addition to the information provided in response to clauses 1.1 and 1.2):

a. if required by SOW Annex D, the Training venues to be provided by the Contractor;

b. if the tenderer is a registered training organisation and, if so, the registration details; and

c. the approach to ensure the availability of suitably qualified and certified instructors.

1.8 Tenderers are to identify the key skill(s) that they consider unique, specialised, or otherwise essential for the provision of the Services including, for each skill identified, a description of:

a. the roles and responsibilities of persons with those skills;

b. the qualifications, training and essential experience of persons in those roles; and

c. the tenderer's approach to obtain and retain personnel with the key skills identified.

1.9 Tenderers are to provide a list of any Technical Data and Software that they would bring to any resultant Contract, and identify for each item:

a. the name or title, reference number and other identifying attributes;

b. applicable products or processes to which the Technical Data or Software applies;

c. the source, owner or licensor, if not the Contractor;

d. any security classification applicable to the item of Technical Data or Software; and

e. any restriction on the Use and sublicensing of the item including, if applicable, a cross-reference to the tendered response to TDR C-4, Technical Data and Software Rights.

ANNEX G TO ATTACHMENT A

RESPONSE VOLUME: AUSTRALIAN INDUSTRY CAPABILITY (OPTIONAL)

Draft COC reference: clause 4

Note to drafters: Include this annex if an AIC program will apply to any resultant Contract; refer to COC clause 4 for criteria. Otherwise, the clauses can be deleted and the heading annotated as 'Not Used'. If the proposed Contract is likely to exceed $20m, seek advice from AIC Division.

Note to tenderers: Tenderers should familiarise themselves with the Australian Industry Capability (AIC) policy and guidance available at:

- ***https://www.defence.gov.au/business-industry;***
- ***https://www.defence.gov.au/about/strategic-planning/defence-industry-development-strategy; and***
- ***https://www.defence.gov.au/business-industry/export/strategy.***

1. AUSTRALIAN INDUSTRY CAPABILITY SCHEDULE (OPTIONAL)

1.1 Tenderers are to:

a. provide a draft Australian Industry Capability (AIC) Schedule in the format of Table G-1;

Option: Include this clause if Table G-2 is included below.

b. provide a summary, in the format of Table G-2, of the work activities that would materially contribute to the identified Australian Industry Activities;

c. describe their approach to maximising participation of competitive Australian Industry, including local businesses, in their supply chain for the provision of the Services; and

Note to tenderers: Defence encourages contractors, when seeking subcontractors, to engage competitive local businesses located or operating in the proximity of Defence bases where the Services are required. In response to clause 1.1d, the tenderer is to identify criteria against which such businesses will be assessed, such as distance from a relevant Defence base or a region in which a company operates, to qualify as a 'local business'. Subject to negotiations, the definition of 'Local Business' will be added to the Glossary of any resultant Contract.

d. describe how the tenderer proposes to define 'local business', and how the tenderer will determine whether a service provider or supplier meets this definition.

ANNEX G TO ATTACHMENT A

Note to tenderers: The AIC Schedule response will, subject to any negotiated changes, be transferred to Attachment K of any resultant Contract.

Table G-1: Australian Industry Capability Schedule

Number	AIC Activity Description	Australian Industry Activity	Company Name and ACN/ABN/NZBN	Payment Schedule Reference	ACE Value (AUD)	Location (including Postcode)	SME (Y/N)	Local Business (Y/N and Brief Justification)	Veterans (Y/N)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
01									
02									
03									

Notes for Table G-1: In preparing the AIC Schedule, the scope of work should be divided into separate lines to describe each activity. Table details:

a. Identification number for each entry.

b. Description of the Activity / Services performed. A separate AIC activity description (and line) is required for each work package and company.

Note to drafters: Refer to Table G-2 (below). If AIAs are not applicable to the draft Contract then column (c) should be deleted.

c. Australian Industry Activity (AIA). If the AIC activity materially contributes to an AIA, cross-refer to the AIA line number in Table G-2.

d. Name of the Australian Entity (ie, Contractor or Subcontractor in Australia and New Zealand) undertaking the activity ('various' is not acceptable). Include the Australian Business Number (ABN) or Australian Company Number (ACN), or the New Zealand Business Number (NZBN), as applicable.

e. Cross-reference to Attachment B. Each line item in the table should be traceable to a line item in Attachment B.

f. Value of work performed by Australian Industry (at Base Date), determined in accordance with the ACE Measurement Rules. It is the GST exclusive dollar value (to the nearest $1000) of work committed in the Contract that will be performed by Australian Industry.

g. Set out the location (including the postcode) where the majority of the work for the activity will be performed.

h. Set out whether the entity performing the activity is a Small to Medium Enterprise.

i. Identify if the entity is a 'Local Business' as defined in the glossary, and provide a brief justification for this designation.

j. Veterans. Has the organisation signed the Veterans Employment Commitment (yes/no)? (refer: veteransemployment.gov.au).

ANNEX G TO ATTACHMENT A

Note to drafters: If the draft Contract will not contribute to a SDIP or other important Industry Capability, this section can be deleted. Otherwise insert details of applicable AIAs. Refer to the AIC Guide for ASDEFCON for and explanation of Industry Capabilities that may be applicable as AIAs.

Note to tenderers: Defence expects AIAs to be performed in Australia or New Zealand due to their importance to Defence. Tenderers should cross-reference applicable AIC activities in the tendered AIC Schedule (Table G-1) to the AIAs listed in Table G-2 and, using the format of Table G-2, describe in column (c) their contribution to the AIA (ie, in response to clause 1.1b). Table G-2 will transfer to Attachment K of any resultant Contract.

Table G-2: Australian Industry Activities

Line	AIA	Description of the AIA work activity
(a)	(b)	(c)
AIA-01	[…INSERT TITLE OF FIRST AIA…]	[…INSERT NOTE TO TENDERERS EXPLAINING THE AIA. INCLUDE REFERENCE TO SDIP & Detailed SDIP IF APPLICABLE…]
AIA-02		

Notes on Table G-2:

a. Line. A sequential line number for cross-referencing purposes (ie, for use in the AIC Schedule).

b. AIA. The name or title of the AIA. AIAs may contribute to a Sovereign Defence Industrial Priority (SDIP) as defined in Defence's industry policies, or otherwise make a recognised contribution to Defence Capabilities. Identify the SDIP or other Industry Capability, as applicable.

c. Description of the AIA work activity. A description of the work activity, highlighting any specialised skills, resources or work processes for which their loss may diminish the ability to sustain Defence capabilities using the local industry base.

Australian Government
Defence

[…INSERT NAME OF CAPABILITY/SYSTEM…] SUPPORT 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…)**
	Email:	**(…INSERT EMAIL ADDRESS…)**

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

Contractor Representative:	**(…INSERT DETAILS…)**	
Notice Details:	Address:	**(…INSERT ADDRESS…)**
	Email:	**(…INSERT EMAIL ADDRESS…)**

INFORMATION TABLE

Item	Information		
Item 1 (clause 1.7)	**Initial Term:** (Core)	Effective Date:	**(…INSERT DATE…)**
		Expiry Date:	**(…INSERT DATE…)**
Item 2 (clause 1.8)	**Options to Extend:** (Optional)	Number of Options:	**[…INSERT NUMBER…]**
		Option Period:	**[…INSERT PERIOD OF EACH OPTION…]**
Item 3	**Base Date:** (Core)	**[…INSERT DATE…]** ***Note to drafters: Base Date should be the date one month prior to the date on which tenders close.***	
Item 4 (clause 7.4)	**Mobilisation Payment:** (RFT Core)	Mobilisation Payment:	**[…INSERT AMOUNT…](INSERT AMOUNT)**
Item 5 (clause 7.5)	**Bank Guarantee for Mobilisation Payment:**	Mobilisation Security Amount:	**[…INSERT AMOUNT…](INSERT AMOUNT)**

Item	Information		
	(RFT Core)	Mobilisation Security Date:	**[…INSERT DATE…](INSERT DATE)**
Item 6 (clause 7.6)	**Bank Guarantee for Performance:** (RFT Core)	Performance Security Amount:	**[…INSERT AMOUNT…]**
		Performance Security Date:	**[…INSERT DATE…]**
		Release Event:	**[…INSERT RELEASE EVENT…]**
Item 7 (clause 7.8)	**Deed of Guarantee and Indemnity:** (RFT Core)	❑ Yes / ❑ No Guarantor: **(…INSERT NAME…)**	
Item 8 (clause 7.12) (optional)	**GST Agent:** (Optional)	Name:	**(…INSERT NAME…)** ABN: **(…INSERT ABN…)**
		Address:	**(…INSERT ADDRESS…)**
		Email:	**(…INSERT EMAIL ADDRESS…)**
Item 9 (clause 8.1.1)	**Defect Notification Period** (Core)	From the Effective Date until **[…INSERT PERIOD…]** after expiry or earlier termination of the Contract.	
Item 10 (clause 8.2.1)	**Defect Rectification Period** (Core)	If the Defect is a Latent Defect, **[…INSERT PERIOD…]** after the date of Acceptance of the Deliverable or, for any Service that is not subject to Acceptance, completion of the relevant Service in accordance with the Contract. If the Defect is not a Latent Defect, **[…INSERT PERIOD…]** after the date of Acceptance of the Deliverable or, for any Service that is not subject to Acceptance, completion of the relevant Service in accordance with the Contract.	
Item 11 (clause 9.1) ***Note to drafters: Delete insurance policies if they do not apply.***	**Approved Contractor Insurance Program Status** (Core)		**❑ Yes / ❑ No**
	Limits of indemnity for required insurances: (Core)	Public liability (Clause 9.1.1b)	$**[…INSERT AMOUNT…]** million each and every occurrence
		Products liability (Clause 9.1.1b)	$**[…INSERT AMOUNT…]** million each occurrence and in the annual aggregate for all occurrences
		Professional indemnity (Clause 9.1.1c)	$**[…INSERT AMOUNT…]** million each claim and in the annual aggregate for all claims
		Motor vehicle liability (Clause 9.1.1g)	$**[…INSERT AMOUNT…]** million each and every occurrence.
Item 12 (clause 10.6)	**Limitation Amount:** (Core)		$**[…INSERT AMOUNT…]**

Item	Information		
Item 13 (clause 11.9)	**Approved Subcontractor Threshold:** (Optional)		**[…INSERT $A AMOUNT PER ANNUM…]** per annum.
Item 14 (clause 13.1)	**Management Representatives**: (position) (Core)	Commonwealth:	**(…INSERT…)**
		Contractor:	**(…INSERT…)**
Item 15 (clause 13.1)	**Senior Representatives:** (position) (Core)	Commonwealth:	**(…INSERT…)**
		Contractor:	**(…INSERT…)**
Item 16 (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.***	**❑ Yes / ❑ No**
		DISP Governance Level: ***Note to Drafters: In accordance with Section 16 of the DSPF, the DISP membership level required for the Governance element must equal the highest DISP membership level required for the other elements.***	**[…INSERT LEVEL…]** **[…INSERT SPECIFIC DETAILS IF REQUIRED…]**
		DISP Personnel Security Level:	**[…INSERT LEVEL…]** **[…INSERT SPECIFIC DETAILS IF REQUIRED…]**
		DISP Physical Security Level:	**[…INSERT LEVEL…]** **[…INSERT SPECIFIC DETAILS IF REQUIRED…]**
		DISP Information / Cyber Security Level:	**[…INSERT LEVEL…]** **[…INSERT SPECIFIC DETAILS IF REQUIRED…]**
		Security Classification and Categorisation Guide included:	**❑ Yes / ❑ No**

Item	Information			
		(clause 11.10.7)		
		COMSEC material: (clause 11.10.9) ❑ **Yes** / ❑ **No**	❑ transmitted in Australia	❑ transmitted overseas
Item 17 (clause 12.1)	**Governing law:** (Core)	**[…INSERT RELEVANT STATE OR TERRITORY…]**		

DRAFT CONDITIONS OF CONTRACT

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1 CONTRACT FRAMEWORK (CORE)

1.1 Definitions (Core)

1.1.1 In the Contract, unless the contrary intention appears, words, abbreviations and acronyms have the meaning given to them in the Details Schedule or the Glossary at Attachment C.

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 that 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 Precedence of Documents (Core)

1.3.1 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. in relation to an S&Q Service, the S&Q Order for the S&Q Service;

c. the SOW and its annexes;

d. the Attachments other than the SOW and the Glossary; and

e. any document expressly incorporated as part of the Contract,

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

1.4 Effective Date (Core)

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

1.5 Operative Date (Optional)

Note to drafters: An Operative Date allows for the provision of Recurring Services to commence after the Effective Date. If Services commence immediately from the Effective Date, then the following clauses may be replaced with a single 'Not used'. If an Operative Date is required,

drafters need to define the date or an event that establishes the Operative Date, and review the scope of the obligations placed on both parties prior to the Operative Date. For more extensive Operative Date clauses refer to the ASDEFCON (Support) COC template.

1.5.1 The Commonwealth has no obligations under the Contract before the Operative Date other than:

a. to the extent provided for in this clause 1.5;

b. to action data items in accordance with clause 2.3 of the SOW;

Option: If clause 6.4, Performance Relief, is included in the draft COC, then include this clause.

c. the obligations under clause 6.4, where a delay is caused by a Commonwealth failure to perform its obligations under clause 1.5.4b;

d. the obligations under clause 11.4, for the protection of Confidential Information;

e. payments for Services that are specified in the Contract or by notice from the Commonwealth Representative, to be provided before the Operative Date (eg, repair of faulty GFM, before the Operative Date, if requested by the Commonwealth); and

f. **[…INSERT ANY OTHER APPLICABLE COMMONWEALTH OBLIGATIONS…]**.

1.5.2 Clause 1.5.1 does not limit or affect the Commonwealth's rights under the Contract, including rights in relation to the Contractor's obligations under this clause 1.5.

1.5.3 Unless otherwise specified by the Commonwealth Representative, by notice to the Contractor, the '**Planned Operative Date**' shall be **[…INSERT PERIOD (EG, "20 Working Days after the Effective Date") OR EVENT…]**.

1.5.4 On or before the Planned Operative Date:

a. the Contractor shall:

(i) receive deliveries of, or collect, and inspect or functionally check (as applicable) GFM, in accordance with Attachment G;

(ii) obtain the Support Resources necessary to be able to provide the Services;

(iii) provide any financial securities required under clauses 7.5 and 7.6; and

Note to drafters: Additional requirements may include obtaining export approvals, etc.

(iv) **[…INSERT REQUIRED LIST ITEM…]**; and

b. the Commonwealth shall:

(i) in accordance with clause 2.3 of the SOW, action any data items that are required to be delivered and actioned by the Commonwealth before the Operative Date;

(ii) deliver to, or provide the Contractor with access to, GFM in accordance with Attachment G; and

Note to drafters: Additional requirements may include training Contractor staff in the use of Defence information systems, etc. If linked to a Contract (Acquisition) this may include the evaluation, for purposes of acceptance, of the supplies under that contract.

(iii) **[…INSERT REQUIRED LIST ITEM…]**.

1.5.5 Subject to clause 1.5.6, if the Commonwealth is satisfied that all obligations under clause 1.5.4 have been met, the Commonwealth Representative shall issue a notice to the Contractor specifying the **'Operative Date'** for the Contract, which shall be either:

a. the Planned Operative Date; or

b. the date that the Commonwealth Representative acknowledges, in the notice, that the obligations under clause 1.5.4 were fully performed.

1.5.6 If, for any reason, an obligation under clause 1.5.4 has not been performed by the Planned Operative Date, or a requirement under clause 1.5.4 otherwise cannot be met, the Commonwealth may, by notice to the Contractor, elect to:

a. specify a new date as the Planned Operative Date;

b. waive the requirement for the Contractor to perform the obligation by the Planned Operative Date (subject to conditions, if any, specified in the notice, which may include conditions as to when the obligation is to be performed) and issue a notice under clause 1.5.5; or

c. if the Commonwealth Representative considers that:

(i) an obligation under clause 1.5.4a is unlikely to be met within an acceptable period, terminate the Contract in accordance with clause 13.2; or

(ii) a requirement under clause 1.5.4, other than an obligation of the Contractor, is unlikely to be met within an acceptable period,

terminate the Contract in accordance with clause 13.4.

1.6 Entire Agreement (Core)

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

1.7 Term (Core)

1.7.1 The Contract expires at the end of the Initial Term specified in the Details Schedule unless it is:

Option: For when clause 1.8 below is used.

a. extended in accordance with clause 1.8; or

b. terminated in accordance with the Contract or otherwise.

1.8 Options to Extend (Optional)

Note to drafters: To determine the timing for Extension Notices, consider the time for related and alternative actions, such as time to negotiate any changes to the Contract scope for the Option Period, or to re-tender the Contract if not extending it. Also consider that shorter periods for the Extension Notice will increase the risk of the Contractor's skilled staff being reassigned or lost.

1.8.1 The Commonwealth may extend the Contract for one or more Option Periods specified in the Details Schedule on the terms and conditions then in effect, by issuing an Extension Notice to the Contractor not less than **[…INSERT NUMBER OF DAYS / MONTHS…]** before the end of the Initial Term specified in the Details Schedule or the current Option Period, as applicable.

1.8.2 An extension to the Contract, in accordance with the Extension Notice, is subject to the Approval of a CCP in accordance with clause 11.1.

1.8.3 In exercising its discretion under clause 1.8.1, the Commonwealth shall take into account the performance of the Contractor during the Initial Term or Option Period, as applicable.

2 ROLES AND RESPONSIBILITIES (CORE)

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 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 10.4 of the SOW.

2.1.4 The Contractor Representative has the authority to represent the Contractor for the purposes of the Contract.

2.1.5 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).

2.1.6 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 clause 2.2.1 is deemed to be delivered:

a. if hand delivered, when received at the address;

b. if sent by pre-paid post, in 3 Working Days when sent within Australia and in 8 Working Days when sent by air mail from one country to another;

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 1 Working Day that the email has not been delivered to the recipient,

but if the receipt 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.

3 PROVISION OF SERVICES (CORE)

3.1 Language and Measurement (Core)

3.1.1 All information provided as part of the Services 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 Services 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 provision of the 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 Services conform to the requirements of the Contract; and

c. ensure that the Deliverables 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 Deliverables.

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 Services are fit for the purposes provided for in the Contract, except to the extent that the failure of the Services 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 5 Working Days after request by the Commonwealth; and

d. ensure that all work under the Contract is performed and the Services are provided in accordance with all Authorisations.

3.4.2 The Contractor shall notify the Commonwealth Representative within 5 Working Days after receiving notification that an Authorisation is refused, revoked or qualified.

3.4.3 The Contractor shall notify the Commonwealth Representative within 5 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 Representative 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 Services.

Option: For when clause 3.6 below is used.

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 Imports and Customs Entry (RFT Core)

3.5.1 The Contractor shall arrange customs entry and the payment of any customs duty applicable to any aspect of the provision of the Services 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 Services 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 from the Contractor 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 Services.

3.6 GFM – Provision and Management (Optional)

Note to drafters: This clause 3.6, SOW clause 3.10 and Attachment G are optional but interdependent and must be inserted or omitted as a package. If no GFM is to be provided, then the clauses under clause 3.6 may be replaced with a single "Not used" (and Attachment G would also be "Not used").

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

3.6.2 The Commonwealth shall notify the Contractor of any known damage, Defect or deficiency in the GFM.

3.6.3 The Contractor acknowledges that:

a. the Commonwealth's obligations to deliver or provide access to GFM on the dates described in the Contract or the GFM section of an S&Q Order may be subject to the Contractor performing the Services 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 deliver or provide the Contractor with access to GFM or Products (as applicable).

3.6.4 The Contractor shall ensure that the use of GFM does not adversely affect the provision of the Services or the operation of the Products.

Option: For when GFI is to be provided.

3.6.5 The parties acknowledge that the GFI is furnished to the Contractor 'as is', on the basis that it may assist the Contractor in the performance of the Contract. While the general purpose of the GFI may be identified in Attachment G, the Commonwealth makes no promise that the information is accurate, fit for purpose or that it is suitable for the particular needs of the Contract.

3.6.6 Except as otherwise provided in this clause 3.6 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 when the Contract includes GFD and/or Commonwealth Mandated GFM.

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

3.6.7 The Commonwealth shall ensure that each item of GFD and Commonwealth Mandated GFM is fit for the purpose specified in respect of that item in Attachment G or the GFM section of an S&Q Order, 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.

3.7 Commonwealth Property (Core)

3.7.1 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.

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

3.7.3 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.

3.7.4 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.

3.7.5 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.

3.7.6 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 G or as otherwise directed by the Commonwealth Representative.

3.7.7 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.

3.7.8 Without limiting the Contractor's obligations with respect to Commonwealth Property as set out in the SOW, the Contractor shall notify the Commonwealth Representative within 5 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.

3.8 Government Furnished Services (Optional)

3.8.1 The Commonwealth shall provide the GFS, and the Contractor shall coordinate the provision of GFS, in accordance with the Contract.

3.8.2 If the Commonwealth fails to provide the GFS for the period set out in Attachment G or the GFS section of an S&Q Order, the Contractor may make a claim for relief in relation to the affected Services, except to the extent that the failure to provide the GFS was caused by a Contractor Default. Submission and consideration of the claim shall be undertaken, and any rights of the Contractor shall be determined, in accordance with clause 6.4.

Option: For when the Commonwealth mandates the use of GFS (eg, required use of Defence information systems).

3.8.3 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 G or the GFS section of an S&Q Order) 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.

3.8.4 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.

3.9 Key Persons and Personnel (Core)

Note to drafters: Key Persons are those individuals named in the Approved SSMP for the corresponding Key Staff Position. If Key Persons are not required, amend the title of this clause to 'Contractor Personnel', and use Option B below.

Option A: For use when the Contract identifies Key Persons.

3.9.1 The Contractor shall ensure that each person named in the Approved SSMP is appointed to the Key Staff Position nominated for the person, and that each vacancy is filled as soon as practicable by a person accepted under this clause 3.9.

3.9.2 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 appropriate experience, skills and expertise.

3.9.3 The Commonwealth may give a notice, including reasons, directing the Contractor to remove specified Contractor Personnel from work in respect of the Services, if in the Commonwealth Representative's opinion that the person specified in the notice is:

a. a Key Person who is unable to perform the work required of them under the Contract for reasons of incapacity or incompetence; or

b. 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.

3.9.4 If the Commonwealth gives the Contractor a notice under clause 3.9.3 the Contractor shall (or shall ensure that the relevant Subcontractor shall):

a. within the period specified in the notice, remove the person from the work in respect of the Services; and

b. as soon as practicable, nominate a replacement with appropriate experience, skills and expertise.

3.9.5 For any person nominated as a Key Person or to replace a Key Person, the Contractor shall give the Commonwealth supporting documentation that:

a. demonstrates how the nominated person satisfies the requirements for the relevant Key Staff Position;

b. demonstrates how any capability shortfalls of the nominated person will be addressed; and

c. includes an update to position/person specifications for affected Key Staff Positions to reflect any changes in duties and responsibilities that result from the replacement of a Key Person.

3.9.6 The Commonwealth shall notify the Contractor within 10 Working Days after receiving the documentation referred to in clause 3.9.5 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.

3.9.7 If the Contractor is required to replace any Key Person under this clause 3.9, and a replacement person satisfactory to the Commonwealth is not accepted within three months after the Commonwealth first receives or provides notice under clause 3.9.2 or 3.9.3, the Commonwealth may exercise its rights to terminate the Contract under clause 13.2.1k.

Option B: For use when the Contract does not identify Key Persons.

3.9.8 The Commonwealth may give a notice, including reasons, directing the Contractor to remove specified Contractor Personnel from work in respect of the Services, if in the Commonwealth Representative's opinion the person specified in the notice is 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.

3.9.9 If the Commonwealth gives the Contractor a notice under clause 3.9.8 the Contractor shall (or shall ensure that the relevant Subcontractor shall):

a. within the period specified in the notice, remove the person from the work in respect of the Services; and

b. as soon as practicable, nominate a replacement with appropriate experience, skills and expertise.

3.10 Task-Priced Services (Core)

Note to drafters: Task-Priced Services enable part of the Contract to function similar to a standing-offer for Services (including Item purchases) that are listed as Task-Priced Services in Attachment B (if any).

3.10.1 The Commonwealth Representative may by notice authorise the Contractor to provide a Task-Priced Service described in the notice.

3.10.2 If the Commonwealth Representative gives the Contractor a notice under clause 3.10.1, the Contractor shall:

a. commence the Task-Priced Service within 2 Working Days of the notice (or within a longer period (if any) specified in the Contract or by the Commonwealth in the notice);

b. provide the Task-Priced Service in accordance with the Contract; and

c. complete the Task-Priced Service (and achieve Acceptance of any relevant Deliverables) within the period specified for that Task-Priced Service in the Contract (or within the longer period (if any) specified by the Commonwealth in the notice).

3.11 Survey and Quote Services (Core)

3.11.1 The Commonwealth Representative may request the Contractor to provide a quote for the provision of an S&Q Service described in the request. The request shall be in the form of Part 1 of Annex A to DID-SPTS-S&Q.

3.11.2 The Contractor shall, before the due date specified by the Commonwealth in the request, conduct a survey of the S&Q Service and submit a quote for the S&Q Service (**S&Q Quote**) by completing Part 2 of Annex A to DID-SPTS-S&Q. The S&Q Quote shall include a price for the provision of the requested S&Q Service:

a. prepared on the price basis specified by the Commonwealth in the request; and

b. calculated in accordance with Attachment B.

3.11.3 The obligation to provide the S&Q Service in accordance with the S&Q Quote shall take effect when an S&Q Order in the form of Part 3 of Annex A to DID-SPTS-S&Q is executed by the Commonwealth ('**S&Q Order'**).

3.11.4 The Contractor shall:

a. provide the S&Q Service in accordance with the Contract and the S&Q Order; and

b. complete the S&Q Service within the periods specified in the S&Q Order.

3.12 Coordination and Cooperation with other Commonwealth Contractors (Core)

3.12.1 The Contractor shall coordinate and cooperate with Associated Parties in accordance with clause 3.8 of the SOW at no additional cost to the Commonwealth.

4 AUSTRALIAN INDUSTRY CAPABILITY (OPTIONAL)

Note to drafters: If the expected value of any resultant Contract is less than $4 million (including GST) for the Initial Term, or an exemption from the AIC program applies (refer to the 2019 Defence Policy for Industry Participation), then an AIC program is not required.

If an AIC program is not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading. This will preserve the clause numbering and cross references throughout the Contract.

If the expected value of the Recurring Services for any resultant Contract is at or above $4 million and less than $20 million for the Initial Term (including GST), then include this clause 4.

If the expected value of the Recurring Services for any resultant Contract is at or above $20 million for the initial term (including GST), then a more extensive AIC program, including an AIC Plan, will be required. Drafters will then need to transfer and tailor appropriate provisions from the higher level ASDEFCON templates into the draft Contract, and update the applicable tender

data requirements. Drafters should contact their contracting officer for guidance on how to incorporate these requirements.

Drafters can consult with:

CASG AIC Division at aic.delivery@defence.gov.au

or visit:

- ***https://dpeintranet-casg.defence.gov.au/organisation/business-units/australian-industry-capability-program-support-assurance.***

4.1 General AIC Requirements (Core)

Note to tenderers: Tenderers should refer to Annex E (TDR E) to Attachment A to the Conditions of Tender for more details on including an AIC program.

4.1.1 The Contractor acknowledges the importance to the Commonwealth of the Australian Industry Capability (AIC) program, as set out in government and Defence policies, and the contribution made by the Contractor towards achieving the objectives for the AIC program, to:

a. deliver capability to Defence, from Australian Industry, through solutions that provide value for money for the Commonwealth; and

b. maximise opportunities for competitive Australian Industry to participate in Defence procurements.

4.1.2 The Contractor acknowledges that the AIC Schedule sets out:

a. the AIC activities that it intends will be carried out by Australian Industry (whether by the Contractor or identified Subcontractors) in Australia or New Zealand in performing the Contract; and

b. the expected Australian Contract Expenditure (ACE) of its Subcontracts with the Subcontractors referred to in clause 4.1.2a.

4.1.3 The Contractor shall use reasonable endeavours to:

a. ensure that the AIC activities specified in the AIC Schedule are performed in Australia or New Zealand by the Contractor or relevant Subcontractors identified in the AIC Schedule; and

b. achieve the value of ACE specified in respect of each AIC activity specified in the AIC Schedule.

4.1.4 If the Contractor is required to calculate ACE and Imported Contract Expenditure (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 included in Attachment B.

Note to drafters: If there are Australian Industry Activities (AIAs) required at Attachment K then optional clause 4.1.5 should be included.

Option: Include the following clause if there are Australian Industry Activities required under the Contract at Attachment K.

4.1.5 The Contractor acknowledges that the work performed under Contract contributes to the achievement of the Australian Industry Activities (AIAs), and that the loss or a reduction in the specialised skills, resources and/or work processes associated with those AIAs is considered by Defence as detrimental to the AIC program and to the support of the Capability.

4.2 AIC Obligations (Core)

4.2.1 The Contractor shall maintain the accuracy, completeness and currency of the AIC Schedule.

4.2.2 When the Contractor proposes an update to the AIC Schedule, the Contractor shall submit a CCP in accordance with clause 11.1.

4.2.3 The Contractor shall:

a. achieve each Annual ACE Value;

b. without limiting clauses 4.1.3 or 4.2.3a, if the Contractor or a Subcontractor can no longer perform an AIC activity specified in the AIC Schedule, ensure that opportunities

are maximised for Australian Industry to perform that AIC activity in Australia or New Zealand; and

Option: Include clause 4.2.3c if AIAs are included in Attachment K.

c. for AIC activities specified in the AIC Schedule and identified as contributing to an AIA, ensure that the specialised skills, resources and/or work processes required for that AIA are retained within Australian Industry, including when performed by a Subcontractor.

4.2.4 The Contractor acknowledges and agrees that:

a. compliance with clause 4.2.3 shall not relieve the Contractor from any other liabilities or other obligations under the Contract; and

b. the provision of Services and the Acceptance of the Deliverables shall not relieve the Contractor from complying with its obligations under clause 4.2.3 and its other obligations relating to AIC.

4.2.5 Where the Contractor fails to comply, or anticipates that is it likely to fail to comply, with clause 4.2.3 or the AIC Schedule, it shall notify the Commonwealth Representative in writing as soon as reasonably practicable.

4.3 AIC Remedies (Core)

4.3.1 The Contractor acknowledges and agrees that:

a. the Commonwealth may suffer loss or damage if:

(i) the Contractor fails to comply with any AIC Obligation; or

(ii) the Contractor fails to comply with an Approved Remediation Plan in relation to compliance with any AIC Obligation;

b. damages may not be an adequate remedy for a failure by the Contractor to comply with:

(i) any AIC Obligation; or

(ii) an Approved Remediation Plan in relation to compliance with any AIC Obligation;

and that remedies, such as specific performance or injunctive relief may be sought by the Commonwealth; and

c. the rights of the Commonwealth under this clause 4.3 are in addition to, and do not limit or affect, any other rights or remedies under the Contract or at law.

5 TECHNICAL DATA, SOFTWARE AND CONTRACT MATERIAL (CORE)

5.1 Ownership of Intellectual Property (Core)

Note to drafters: If Commonwealth ownership of IP (in addition to the circumstances provided for in clause 5.1.3) or broader IP rights for Defence Purposes are required (eg, for security reasons), appropriate clauses from ASDEFCON (Support) should be included.

Note to tenderers: The Commonwealth's default position, reflected in this clause 5.1, is that the Contractor (or its nominee) will own all IP created under the Contract, and 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.

Under clause 5.1.3, an exception exists to this default position, to enable the Commonwealth to own any new IP created under the Contract in relation to GFM or the Products (including new IP in updates or amendments to the GFM or Products). 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. However, under clause 5.1.4, the Contractor (or its nominee) will own this IP if it already owns all of the existing IP in the GFM or Products.

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, IP created under the Contract or a Subcontract 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 GFM or a Product (except as provided for in clause 5.1.4) is assigned to the Commonwealth (or its nominee) immediately upon its creation.

5.1.4 IP created under the Contract or a Subcontract in respect of GFM or a Product is not required to be assigned to the Commonwealth under clause 5.1.3 if the Contractor or the Subcontractor owns all of the IP in the GFM or Product.

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; and

b. TD or Software in GFM or Products where clause 5.4 applies to that GFM or those Products.

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 Use the TD for any Defence Purpose and to grant a sublicence to:

a. a Commonwealth Service Provider to Use the TD or Software to enable it to perform its obligations, functions or duties to the Commonwealth;

b. any person to Use the TD or Software and to grant a further sublicence to Use the TD or Software, for:

(i) installing, configuring, operating, maintaining, removing, uninstalling or disposing of the Deliverables or Products;

(ii) integrating the Deliverables with the Products or other systems;

(iii) rectifying any Defect in the Deliverables or the Products where the Contractor has failed to comply with its obligations under clause 8.2 in relation to the Defect;

(iv) undertaking training in relation to the Deliverables or the Products; or

(v) any other Defence Purpose, but subject to any restrictions specified in the TDSR Schedule or an S&Q Order for the relevant TD or Software; and

c. any person for a purpose referred to in clause 11.4.3.

5.3 Commercial TD or Commercial Software (Core)

5.3.1 The Contractor shall ensure that the Commonwealth is granted a licence, in respect of all Commercial TD and all Commercial Software delivered or required to be delivered to the Commonwealth or any other person under the Contract, on the best commercial terms available to the Contractor.

5.3.2 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 price under clause 7.1.1) unless the Commonwealth has agreed in writing to the payment.

5.4 GFM and Products (Core)

5.4.1 The Commonwealth grants to the Contractor (or shall ensure the Contractor is granted) a non-exclusive, royalty-free licence in respect of TD or Software in GFM or a Product (except TD or Software to which clause 5.1.4 applies), to:

a. Use the TD or Software for the purpose of enabling the Contractor to perform its obligations under the Contract;

b. grant a sublicence to a Subcontractor to Use the TD or Software for the purpose of enabling the Subcontractor to perform its obligations under the Subcontract; and

c. grant a sublicence to a person for a purpose referred to in clause 11.4.3,

subject to any restrictions specified in Attachment G or the GFM section of an S&Q Order (for GFM), Attachment J (for Products) or as otherwise notified by the Commonwealth.

5.4.2 Without limiting any restrictions referred to in clause 5.4.1, the Contractor's right to grant a sublicence under clause 5.4.1b 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 clause5.4.1b; 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 5.4.2.

5.4.3 The licence under clause 5.4.1a (and any sublicence granted under clause 5.4.1b) expires upon the expiry or termination (whichever is the earlier) of the Contract or the relevant Subcontract.

Note to drafters: When considering restrictions to be included in Attachment G or the GFM section of an S&Q Order (for GFM) or Attachment J (for Products), drafters should consider any restrictions included in the related acquisition contracts for the GFM or Product to ensure such restrictions are 'flowed into' this contract (where appropriate).

5.4.4 The Commonwealth shall ensure that any restrictions, including Export Approvals that apply to an item of GFM or the Products are specified in Attachment G or the GFM section of an S&Q Order (for GFM) or Attachment J (for Products).

5.5 Contract Material (Core)

5.5.1 The Contractor grants to the Commonwealth (or shall ensure the Commonwealth is granted) a Licence in respect of all Contract Material to Use the Contract Material for any Defence Purpose and to grant a sublicence to:

a. a Commonwealth Service Provider to Use the Contract Material to enable it to perform its obligations, functions or duties to the Commonwealth;

b. any person to Use the Contract Material, or to grant a further sublicence to Use the Contract Material, for a Defence Purpose; and

c. any person for a purpose referred to in clause 11.4.3.

5.6 No Commercialisation (Core)

5.6.1 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.

5.6.2 For the avoidance of doubt, clause 5.6.1 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.

5.7 TDSR Schedule (Core)

5.7.1 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 and Software delivered or required to be delivered under the Contract, including an S&Q Order.

5.7.2 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.

5.8 TD and Software required to be delivered (Core)

5.8.1 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 or as otherwise required to enable the provision of the Services.

5.8.2 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 (acting reasonably).

5.9 Markings (Core)

5.9.1 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.

5.10 TD and Software Warranties (Core)

5.10.1 The Contractor warrants that:

a. the rights granted to the Commonwealth in accordance with this clause 5 (including in relation to Commercial TD and Commercial Software) will not prevent the Products from being used and supported by or on behalf of the Commonwealth as contemplated under the Contract; and

b. all of the TD and Software delivered under clause 5.8.1 is complete and accurate.

5.10.2 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 Products or any other Commonwealth system as a result of an act or omission of any of the Contractor Personnel.

5.11 Intellectual Property Warranties (Core)

5.11.1 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; and

b. as at the time of delivery and after making diligent enquiries, the Contractor has no notice of any challenge, claim or proceeding in respect of such IP.

5.11.2 The Contractor shall notify the Commonwealth if the Contractor becomes aware of any challenge, claim or proceeding referred to in clause 5.11.1b arising in respect of any IP after the TD, Software or Contract Material is delivered to the Commonwealth.

5.12 Patents, Registrable Designs and Circuit Layouts (Core)

5.12.1 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 included in, or related to, a Deliverable and necessary to use the Deliverable for the purposes provided for under the Contract.

5.13 Existing IP Licences (Core)

5.13.1 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 PERFORMANCE, ACCEPTANCE AND OWNERSHIP (CORE)

6.1 Performance (Core)

6.1.1 The Contractor shall provide the Services in accordance with the Contract, including:

a. providing the Services by the relevant dates (if applicable) and in the manner required;

b. achieving Approval or Acceptance of any Deliverables by the relevant dates (if applicable) and in the manner required;

c. providing the Services in accordance with, and to the standards, specifications, certifications and other requirements set out or referred to in the Contract (including the SOW and the Data Item Descriptions listed in Annex C to the SOW); and

d. ensuring that the Services are provided to the standards of work set out in clause 3.2.

Option: Include the following clause if the Contract will be implemented as a performance-based contract.

6.1.2 Where the performance of Services in accordance with clause 6.1.1 is measured using Key Performance Indicators (KPIs), the Contractor's performance of those Services shall be measured and reported, and Performance Payments shall be calculated, in accordance with Annex E to Attachment B.

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 the provision of the Services will or may be delayed, 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 and mitigate the effects of the delay;

c. the anticipated duration of the delay; and

Option: For when clause 6.4 (Performance Relief) is included in the Contract.

d. whether the Contractor will be claiming Performance Relief of the date for the provision of the Services under clause 6.4, 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 comply with any request by the Commonwealth Representative for information concerning a delay or potential delay in the provision of the Services.

6.3 Performance Shortfalls (Optional)

Note to drafters: This clause is only applicable to performance-based contracts. Otherwise, replace the following clause with 'Not used'.

6.3.1 If the Adjusted Performance Score for any KPI for a Review Period is, or is likely to be, less than 80%, the Contractor shall:

a. investigate the event or circumstance that caused of the shortfall in performance;

b. take all reasonable steps to minimise the adverse effects of the shortfall; and

c. within 5 Working Days of becoming aware of the shortfall, notify the Commonwealth and provide details of:

(i) the shortfall and the events or circumstances that caused the shortfall;

(ii) the steps taken, or to be taken, to minimise any adverse effect of the shortfall; and

(iii) whether the Contractor intends to make a claim under clause 6.4.

6.4 Performance Relief (Optional)

Note to drafters: This clause is only applicable to performance-based contracts. Otherwise, replace the following clause with 'Not used'.

6.4.1 If an event or circumstance affects the Contractor's ability to achieve a Required Performance Level for a KPI, then the Contractor is entitled to claim, in a notice, an adjustment to the Performance Payment for that KPI for that Review Period, but only to the extent that the event or circumstance:

a. is beyond the reasonable control of the Contractor and its Subcontractors and could not have been reasonably contemplated and allowed for by the Contractor or its Subcontractors before entering into the Contract; or

b. resulted from a Commonwealth Default or an Excepted Risk.

6.4.2 The Commonwealth, acting reasonably, shall consider the Contractor's claim in the notice under clause 6.4.1, and may, at any time, by notice to the Contractor:

a. increase the Adjusted Performance Score for a KPI for a Review Period; or

b. in accordance with Annex E to Attachment B, suspend the requirement to measure the Contractor's performance against a KPI for a Review Period or part thereof.

6.4.3 The Contractor acknowledges that a decision by the Commonwealth Representative to make an adjustment under clause 6.4.2 does not constitute a representation that the Commonwealth Representative will make a similar adjustment, for the same or a similar event or circumstance, in the future.

6.5 Acceptance (Core)

6.5.1 The Contractor shall offer for Acceptance any Deliverables, including spares, equipment, consumables, Software, Technical Data, items incorporated into a Product as part of the Services or otherwise required to be delivered under the Contract, at the delivery points and within the time frames specified in the Contract (where applicable).

6.5.2 The Contractor shall, when seeking Acceptance of Deliverables in accordance with clause 6.5.1:

a. complete and present a signed Supplies Acceptance Certificate certifying that the Deliverables conform with the requirements of the Contract, except for any minor omissions or Defects, or any non-conforming materials or work detailed in the Supplies Acceptance Certificate; and

b. provide any other supporting evidence required by the Commonwealth Representative including confirmation of successful completion of any testing or other Verification activities required by the Contract.

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

a. subject to clause 6.5.4, Accept the Deliverables by signing the Supplies Acceptance Certificate where all requirements in clause 6.5.2 have been met; or

b. reject the Deliverables where the requirements in clause 6.5.2 have not all been met, in which case the Commonwealth Representative shall notify the Contractor in writing of the reasons for rejection and the extent of any non-conformance.

6.5.4 The Commonwealth Representative may Accept Deliverables despite the existence of minor omissions or Defects in the Deliverables or non-conforming materials or work as detailed in an Application for a Deviation submitted in accordance with clause 10.4.1 of the SOW. The Commonwealth Representative shall endorse such omissions or Defects or non-conforming materials or work on the Supplies Acceptance Certificate (or on an attachment to the certificate). The Contractor shall, within 10 Working Days after Acceptance (or such longer period as the Commonwealth Representative may agree in writing), make good the omissions or Defects or non-conforming materials or work to the satisfaction of the Commonwealth Representative.

6.5.5 If the Commonwealth rejects any Deliverables under clause 6.5.3b, the Contractor shall, within a period determined by the Commonwealth, offer Deliverables that conform to the requirements of the Contract.

6.6 Ownership (Core)

6.6.1 Subject to clause 5.1, ownership of Deliverables, including Deliverables incorporated into Products being supported, shall pass to the Commonwealth on the earlier of:

a. Acceptance of the Deliverable or the work in respect of the Deliverable; or

b. payment of the claim for the applicable Services for the period within which work on the Deliverable was undertaken.

6.6.2 The Contractor warrants and shall ensure that, at the time ownership of any item of Deliverables passes to the Commonwealth under clause 6.6.1;

a. the Contractor has full power and authority to transfer full legal and beneficial ownership in those Deliverables to the Commonwealth; and

b. the Commonwealth will obtain good title to those Deliverables, free from any Security Interest.

6.7 Remediation Plan (Core)

6.7.1 Without limiting clauses 13.2 or 13.3, the Commonwealth may require the Contractor to submit a Remediation Plan to the Commonwealth for Approval in accordance with clause 3.14 of the SOW if:

a. a Contractor Default occurs, and in the opinion of the Commonwealth, the Default is capable of being remedied;

b. the Contractor has failed to comply with, or is likely to fail to comply with, an AIC Obligation; or

Option: Include the following clause if the Contract will be implemented as a performance-based contract.

c. the Adjusted Performance Score for any KPI for a Review Period is, or is likely to be, less than 80%.

6.7.2 The date for submission of a Remediation Plan for Approval by the Commonwealth Representative shall be within a reasonable period determined by the Commonwealth Representative.

6.7.3 If the Commonwealth Representative considers the Remediation Plan submitted by the Contractor to be unsatisfactory, the Contractor shall amend the Remediation Plan to rectify the issues raised by the Commonwealth Representative and shall resubmit the Remediation Plan within a period agreed or determined in accordance with clause 6.7.2.

6.7.4 Once a Remediation Plan is Approved, the Contractor shall complete all of the steps and activities contained in the Approved Remediation Plan within the timeframe specified in the Approved Remediation Plan. The Contractor shall ensure that the steps the Contractor undertakes, as required by the Approved Remediation Plan, do not affect the performance of any other Services and are not inconsistent with the Contract.

6.7.5 If the Contractor has not remedied the Default within the period specified in the Approved Remediation Plan, the Commonwealth may:

a. remedy, or procure the remedy of, the Default and recover, under clause 13.6 any expense that it incurs in doing so, as a debt due to the Commonwealth;

b. suspend payment in accordance with clause 7.9.1g; or

c. terminate the Contract in accordance with clause 13.2.

6.7.6 The Contractor shall fully cooperate with, and assist, the Commonwealth, or any person nominated by the Commonwealth, to ensure that the Commonwealth is able to exercise its rights under clause 6.7.5a effectively and expeditiously, including by providing access to its premises, plant and equipment, Technical Data (as determined necessary by the Commonwealth to remedy the Contractor Default), Contractor Personnel, the Products and any Commonwealth Property in the Contractor's possession.

7 PRICE AND PAYMENT (CORE)

7.1 Price (Core)

7.1.1 Subject to the other provisions of the Contract and the Contractor providing Services in accordance with the Contract (including achieving Acceptance of Deliverables or Services where required), the Contractor is entitled to make a claim for payment:

Option: Include this clause when a Mobilisation Payment is included in the Contract.

a. for the Mobilisation Payment specified in the Details Schedule;

Option: Include this clause when Performance Payments will not adjust the Recurring Services Fee (ie, not applying a performance based contract).

b. for the provision of Recurring Services, in accordance with Annex A to Attachment B;

Option: Include this clause when Performance Payments will be used to adjust the Recurring Services Fee (ie, when applying a performance based contract).

c. for the provision of Recurring Services in accordance with Annex A to Attachment B, less any reduction in the Performance Payment amount determined in accordance with Annex E to Attachment B;

d. for the provision of Task-Priced Services, in accordance with Annex B to Attachment B;

e. for the provision of an S&Q Service, in accordance with the S&Q Order; and

f. for an Adjustment Payment following an Adjustment Date in accordance with clause 7.3.4a.

7.1.2 The Commonwealth is entitled, without derogating from any other rights it may have, to defer payment of a claim until the Contractor has completed, to the satisfaction of the Commonwealth Representative, that part of the Services to which the claim relates.

7.1.3 If the Commonwealth agrees to Accept the Deliverables despite any minor omissions or Defects or other non-compliance, or if the Services are not performed in accordance with the Contract, the Commonwealth may, after consultation with the Contractor:

a. determine a revised price under clause 7.1.1 reflecting the reduction in value for money of the omission, Defect, non-compliance or non-performance (**Reduction Amount**); and

b. exercise its rights under clause 13.6 in respect of the Reduction Amount.

7.2 Claims for Payment (Core)

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 either 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-rmg-417.***

7.2.1 If the Commonwealth is satisfied that:

a. the Contractor is entitled to make a claim for payment under clause 7.1.1;

b. the Contractor's claim for payment meets the requirements of clause 7.2.5; and

c. the Contractor has complied with any other provisions of the Contract applicable to the payment,

then the Commonwealth shall Approve the claim for payment.

Note to tenderers: The option selected below will depend on the tenderer's response to clause 2.7 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.

7.2.2 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.

7.2.3 When a claim is Approved under clause 7.2.1, 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.

7.2.4 When a claim is Approved under clause 7.2.1, the Commonwealth shall make payment within 20 days of Approval of the claim.

7.2.5 The Contractor shall ensure that each claim for payment under the Contract:

a. specifies the Commonwealth's reference number for the Contract;

b. is calculated in accordance with the Contract;

c. contains sufficient information to enable the Commonwealth to verify the claim;

d. is in the form of a valid Tax Invoice;

e. is accompanied by any substantiating documentation requested by the Commonwealth Representative; and

f. contains a statement by the Contractor that the claim is complete and accurate.

7.2.6 If a claim for payment is not Approved, the Commonwealth Representative shall notify the Contractor within 10 Working Days after receipt of the claim providing reasons for rejection and any action to be taken by the Contractor for the claim to be rendered correct for payment. The resubmitted claim shall be subject to the same conditions as if it were the original claim.

7.3 Adjustments (Core)

7.3.1 Where specified in Attachment B in respect of a particular price, payment, or labour rate (eg, for quoting for S&Q Services), the relevant formula in clause 5.2 of Attachment B shall be applied to the price or payment or labour rate, on each Adjustment Date. However, prices and payments for S&Q Orders shall not be adjusted, except in relation to any S&Q Services that have not been performed by the Adjustment Date and when the price and payment basis in the S&Q Order allows for these payments to be adjusted.

7.3.2 Subject to clause 7.3.1, the adjusted price, payment amount, or labour rate, shall apply on and after the applicable Adjustment Date.

7.3.3 No later than three months after the publication of the indices for an Adjustment Date, the Contractor shall submit a CCP in accordance with clause 11.1 to update Attachment B to reflect the adjustment to the prices, payment amounts, and labour rates, as determined in accordance with clause 7.3.1.

7.3.4 No later than three months after the publication of the indices for an Adjustment Date, the Contractor shall determine if, as a result of the adjustment under clause 7.3.1, an adjustment is required to any claim for payment that had been submitted in accordance with clause 7.2 after the Adjustment Date but prior to the date the CCP under clause 7.3.3 takes effect (**'Adjustment Payment**'). If such Adjustment Payment:

a. is to the credit of the Contractor, the Contractor may claim that amount as a separate claim for payment in accordance with clause 7.1.1f; or

b. is to the credit of the Commonwealth, the Contractor shall notify the Commonwealth of the amount of the credit.

7.3.5 The Commonwealth shall not be liable for any claims for payment under clause 7.3.4a submitted after the end of the three month period referred to in clause 7.3.4.

7.3.6 If an Adjustment Payment calculated in accordance with clause 7.3.4 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 7.3.6 until the Commonwealth elects to recover the amount.

Note to tenderers: It is Defence policy that when the proportion of the total price that is payable in source currency is significant, then that portion of the contract is to be priced in source currency. Refer to TDR D for further information.

7.4 Mobilisation Payment (Optional)

Note to drafters: This clause must be included if clause 7.5 (Bank Guarantee for Mobilisation Payment) is included. If a Mobilisation Payment will not apply under the Contract, then clause 7.1.1a, this clause 7.4 and clause 7.5 must be replaced with "Not used".

7.4.1 Subject to the Contractor providing the financial security required by clause 7.5.1, the Commonwealth shall pay the Contractor the Mobilisation Payment specified in the Details Schedule.

7.5 Bank Guarantee for Mobilisation Payment (Optional)

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 7.5.

7.5.1 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 Annex C to Attachment F.

7.5.2 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 clause 7.2 and 7.3, until the sum of the Approved claims for payment equals the amount of the Mobilisation Payment.

7.5.3 The Commonwealth shall release the bank guarantee provided under clause 7.5.1 within 10 Working Days after the date on which the sum of amounts deemed to have been paid under clause 7.5.2 equals or is greater than the amount of the Mobilisation Payment.

7.5.4 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 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

b. to recover any debts owing by the Contractor to the Commonwealth in relation to the Contract.

7.6 Bank Guarantee for Performance (RFT Core)

Note to drafters: Drafters must include both clause 7.6 Bank Guarantee for Performance and clause 7.8 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 7.8) will be determined

during negotiations with the preferred tenderer, considering the risks associated with the provision of the Services.

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 D A-3 and indicate which alterations it is seeking to apply, and if any further amendments are proposed.

7.6.1 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 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 in Annex C to Attachment F.

7.6.2 The Commonwealth shall release the bank guarantee provided under clause 7.6.1 within 10 Working Days after the Release Event specified in the Details Schedule occurs.

7.6.3 The Commonwealth's rights under the bank guarantee provided under clause 7.6.1 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.

7.7 Exercise of Securities (RFT Core)

7.7.1 If the Commonwealth exercises any or all of its rights under the securities provided under clauses 7.5 and 7.6, the Commonwealth shall not be liable for, and the Contractor shall release the Commonwealth from liability for, any resultant Loss suffered by the Contractor.

7.7.2 The rights of the Commonwealth to recover from the Contractor the balance, after draw down or exercise of either or both securities provided under clause 7.5 or 7.6, of Loss suffered by the Commonwealth shall not be limited by the Commonwealth's exercise of those securities.

7.8 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 Deed, the tenderer is to indicate which alterations it is seeking to apply within the 'Statement of Non-Compliance' tendered in accordance with TDR D 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.

7.8.1 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 D to Attachment F 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.

7.8.2 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.

7.9 Suspending Payments (Core)

Note to drafters: Tailor the following list of events as appropriate.

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

a. the Contractor fails to replace a Key Person in accordance with clause 3.9;

Option: Include the following clause if the Contract will be implemented as a performance-based contract.

b. the Adjusted Performance Score for any KPI for a Review Period is, or is likely to be, less than 80%;

c. the Contractor fails to obtain or maintain any Authorisation, except to the extent that the failure was outside of the Contractor's reasonable control;

d. the Contractor fails to provide or maintain a financial security or deed in accordance with clauses 7.5 to 7.8;

e. the Contractor fails to comply with clause 9.1 or 12.4;

f. the Contractor fails to comply with its obligations under clause 5;

g. the Contractor fails to submit or obtain Approval for a Remediation Plan, or comply with an Approved Remediation Plan, in accordance with clause 6.7, within the timeframe required by the Commonwealth; or

h. the Contractor fails to remedy a Default within the period specified in the Default Notice.

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: In accordance with clause 7.2.1 and per the Commonwealth Pay On-Time Policy, 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 2.7 of Annex A to Attachment A to the Conditions of Tender.

7.9.2 The Commonwealth shall pay any withheld amounts to the Contractor within **[…INSERT 5 OR 20…]** days after the cessation of all events that entitled the Commonwealth to withhold payment under this clause 7.9.

7.10 Late Payments (RFT 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 under the Contract is made late, the Commonwealth shall pay interest on the unpaid amount, whether or not the Contractor has submitted a separate invoice for the interest.

7.10.2 Interest payable by the Commonwealth under this clause 7.10 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 (ATO) sourced General Interest Charge rate current at the due date of payment expressed as a percentage;

"P" means the amount of the late payment; and

"n" means the number of days that the payment was late up to and including the day that the payment is made.

7.10.3 Interest shall only be payable in accordance with this clause 7.10 if the interest amount exceeds A$100.

7.11 Taxes and Duties (Core)

7.11.1 All taxes, duties and government charges imposed or levied in Australia or overseas in connection with the Contract shall be met by the Contractor and the Contractor agrees that they are included within the payments under the Contract.

7.11.2 The amounts set out in or determined in accordance with Attachment B include GST for Services to be delivered under the Contract which are taxable supplies within the meaning of the GST Act.

7.11.3 Each Tax Invoice provided under clause 7.2.5 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.

7.11.4 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.

7.11.5 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 is 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.

7.11.6 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 7.11.5. No amount shall be owing to the Commonwealth under this clause 7.11.6 until the Commonwealth elects to recover the amount.

7.12 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 D A-3, the requirement for this clause in any resultant Contract and, if so, their ability to comply with it

7.12.1 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.

7.12.2 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 clause 7.11 and this clause 7.12.

7.12.3 Without limiting clause 7.12.2, 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 7.2; and

b. complies with Division 57 of the GST Act.

7.12.4 The Commonwealth shall make all payments otherwise due to the Contractor under clause 7.2 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 Services.

7.12.5 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.

7.12.6 The Contractor, if requested by the Commonwealth Representative, shall provide the Commonwealth Representative with a copy of the resident agency agreement, which copy need not contain prices.

7.13 Cost Principles (Core)

7.13.1 The Contractor shall apply the Defence Cost Principles when preparing any:

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.

a. price for any CCP under clause 11.1; or S&Q Order under clause 3.11; or

b. claim for costs if the Contract is terminated.

8 DEFECT NOTIFICATION AND RECTIFICATION (CORE)

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 Products or Services which adversely affects, or is likely to adversely affect any of the following, then the Contractor shall notify the Commonwealth Representative within the time period indicated:

a. the safety of any persons - 1 Working Day;

b. the security of any Product or the system on which the Product has been installed, where the risk is assessed, in accordance with the Approved SSMP as:

(i) high (or higher) – 1 Working Day; or

(ii) medium (or lower) – 5 Working Days;

c. subject to clause 8.1.1b, the operation or capability of any Product or Deliverable - 5 Working Days; or

d. any other property - 5 Working Days.

8.1.2 If a Defect requires an investigation to determine its cause and contributing factors, the Contractor shall perform the investigation in accordance with the SOW, or if directed by the Commonwealth, prepare and submit an S&Q Quote for the performance of the investigation. Unless the Contractor is entitled to claim an additional amount under clause 8.2.2, the investigation or S&Q Service shall be provided at no cost to the Commonwealth.

8.2 Defect Rectification and Assistance Obligations (Core)

8.2.1 If the Commonwealth Representative notifies the Contractor of a Defect in the Services, or the Contractor notifies the Commonwealth under clause 8.1 (or otherwise), then during the relevant Defect Rectification Period (specified in the Details Schedule), 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 Unless otherwise specified in the Contract, the Contractor shall be entitled to claim for an additional amount (calculated in accordance with Attachment B as an S&Q Service) for any rectification work performed under clause 8.2.1 but only to the extent that the Defect arose out of or as a consequence of any of the following:

a. a Commonwealth Default;

b. subject to clause 8.2.3, an act or omission of a Commonwealth Contractor under a previous acquisition, support or other contract with the Commonwealth;

c. the Commonwealth wilfully damaging a Product being supported or Deliverable; or

d. if the Defect comprises damage to the Product being supported or Deliverable, the damage arose out of or as a consequence of the following:

(i) the Product being supported or Deliverable being stored, installed, configured, used, maintained or modified by the Commonwealth or a Commonwealth Contractor in a way that deviates from any authorised specifications, instructions or manuals, unless such deviation is necessary to enable the Product or Deliverable to function and be fit for its intended purpose;

(ii) an Excepted Risk occurring; or

(iii) a breach of a general law duty or an applicable law by an Unrelated Party, except to the extent that the Contractor is liable for such damage under clause 10.4.2.

8.2.3 To the extent that any identified Defect is determined by the Commonwealth to have arisen out of or as an act or omission under a contract referred to in clause 8.2.2b, and the Commonwealth determines that rectification of the Defect is covered by that other contract (for example, within that contract's defect notification period), then the Contractor shall assist the Commonwealth in the gathering of evidence to support a claim under that other contract.

8.2.4 The Contractor's obligations under clause 8.2.1 do not require the Contractor to rectify a Defect in GFM incorporated into Deliverables 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).

8.2.5 Subject to clauses 8.2.2 and 8.2.9, the Contractor shall 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 relevant testing, re-assembly and reinstallation, except to the extent that the Commonwealth Representative otherwise reasonably agrees.

8.2.6 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. The Commonwealth may elect to recover from the Contractor under clause 13.6 the amount of the Commonwealth's costs of rectifying the Defect. No amount shall be owing to the Commonwealth under this clause 8.2.6 until the Commonwealth elects to recover the amount.

8.2.7 If a Defect (other than a Latent Defect) in any Services is rectified in accordance with clause 8.2.1, the Defect Rectification Period for the affected Services 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 Products or Deliverables are returned to the Commonwealth.

8.2.8 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.

8.2.9 If tests conducted under clause 8.2.8 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.

8.2.10 Nothing under this clause 8.2 limits or affects:

a. the obligations of the Contractor under clause 3.2, 3.3, 10.3 or 10.4; 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 Services (including after the expiry of the Defect Rectification Period for the relevant Services).

9 INSURANCE (CORE)

9.1 Insurance (Core)

Note to drafters: The Liability Risk Assessment (LRA) provides the basis for determining insurance requirements. Drafters are to tailor this clause by selecting only those insurances actually required for the draft Contract and by inserting the required limit of indemnity for the relevant insurances in the Details Schedule. The below clause is the short form version of the ASDEFCON Insurance clause, suited to projects with lower value and less complex risks. If the LRA supports requiring other types of insurance not listed here (such as aviation, marine or cyber insurance), or any of the limits of indemnity exceed A$25 million, refer to the ASDEFCON (Support) template for the long form insurance clause.

Drafters should also refer to the ASDEFCON Insurance Handbook and seek support from contracting support officers, Defence Legal or seek specialist independent legal advice to assist with understanding and tailoring this clause.

The ACIP Initiative applies to CASG procurements in accordance with Functional Policy (Procurement) – Mandatory Procurement Policy Requirements for the Approved Contractor Insurance Program Initiative. 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 9.1.9 and its associated Note to tenderers.

Note to tenderers: The operation of clause 9.1 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 9.1 are within the Contractor's ACIP.

As per clause 9.1.9, 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/procurement-guidance/acip-initiative.***

9.1.1 The Contractor shall effect and maintain (or be insured under) the following insurances for the times and in the manner specified in this clause 9.1, except to the extent that a particular risk is insured against under other insurance effected in compliance with this clause 9.1:

a. workers compensation insurance or registration 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;

b. public and products liability insurance, written on an occurrence basis with limits of indemnity not less than the relevant amounts specified in the Details Schedule, which covers the Contractor and Contractor Personnel for their respective liabilities caused by, arising out of, or in connection with the negligent performance of any obligation or the exercise of any right under the Contract by the Contractor or Contractor Personnel. ***[Note: The following sentence is optional and should be used where the works under the contract will occur only in Australia and the acquired items will not be used outside of Australia.]*** This insurance shall have a territorial limit which includes Australia. ***[Note: The following sentence is optional and should be used where the works under the contract will occur in whole or part outside of Australia and the acquired items may be used outside of Australia.]*** This insurance shall have a worldwide territorial limit;

c. professional indemnity insurance with a limit of indemnity of not less than the amount specified in the Details Schedule, 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. Such insurance shall have a retroactive date of no later than the earlier of the commencement of the work under the Contract or any earlier

preparatory work by the Contractor. ***[Note: The following sentence is optional depending on the services and risks]*** Such insurance shall also:

(i) extend to cover claims related to Software and IT risks; and

(ii) extend to cover claims for unintentional breaches of intellectual property rights;

d. all risks property insurance covering:

(i) tangible Deliverables unless and to the extent that the Commonwealth has expressly retained the risk of such property;

(ii) GFE and any other property of the Commonwealth in the care, custody or control of the Contractor or Contractor Personnel unless and to the extent that the Commonwealth has expressly retained the risk of such property; and

(iii) all other property, plant and equipment in the care, custody or control of the Contractor material to the Contractor's ability to perform its obligations under the Contract,

against the risks of loss, damage or destruction by all commercially insurable risks, for the full replacement or reinstatement value of such insured property;

e. transit insurance covering any tangible property referred to in clause 9.1.1d, 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 transit and during loading or unloading and storage during transit where such transits are at the risk of the Contractor;

f. compulsory third party motor vehicle insurance as required by law; and

g. 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 covering:

(iii) third party property loss or damage arising out of the use by the Contractor of any registered or unregistered plant or vehicles; and

(iv) third party bodily injury, illness or death arising out of the use by the Contractor 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 by the Contractor or Contractor Personnel.

9.1.2 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.

9.1.3 The insurances and registrations referred to in:

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:

(i) clause 9.1.1a (workers compensation); and

(ii) 9.1.1d (property);

b. clause 9.1.1b (public and products liability) shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until all work under the Contract is completed ***[Note: Include the rest of this sentence only if the products supplied have a life which exceeds the contract period][***and, in respect of product liability for ***[Note: Insert period sufficient to cover the life of the product if it extends beyond the Contract term or, where this is commercially too long, some reasonable period eg 7/10]*** years following completion of the work under the Contract;

c. clause 9.1.1c (professional indemnity) shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until the earlier of:

(i) **[...INSERT EG. 'seven' or 'ten'...]** years following completion of the work under the Contract; or

(ii) **[...INSERT EG. 'seven' or 'ten'...]** years following an earlier termination of the Contract;

d. clause 9.1.1e (transit) shall be effected on or before the start of each conveyance and maintained until each conveyance ends by delivery; and

e. clauses 9.1.1f (compulsory third party) and 9.1.1g (motor vehicle liability) shall be effected on or before the date the plant or vehicle is used in connection with the work under the Contract and maintained until such plant or vehicle ceases to be so used.

9.1.4 To the extent that the Contractor's insurances and registrations required by clause 9.1 of this Contract are 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. **[...INSERT EG. 'seven' or 'ten'...]** years following completion of the work under the Contract; or

b. **[...INSERT EG. 'seven' or 'ten'...]** years following an earlier termination of the Contract.

9.1.5 With the exception of the workers compensation insurance or registrations (referred to in clause 9.1.1a) and the compulsory third party motor vehicle liability insurance (referred to in clause 9.1.1f), the insurances required by this clause 9.1 shall be effected with insurers 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.

9.1.6 The Contractor shall, on request, produce evidence satisfactory to the Commonwealth Representative, acting reasonably, of the currency and terms of the insurances referred to in this clause 9.1.

9.1.7 The Contractor shall use its reasonable endeavours to ensure that its Subcontractors 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.

9.1.8 The Contractor shall, in respect of the insurances required by this clause 9.1:

a. 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; and

b. do everything reasonably required by the Commonwealth to enable the Commonwealth to claim and to collect or recover monies due under any insurance policy.

Note to tenderers: Clause 9.1.9 will only be included in a resultant Contract if the Contractor has ACIP status and the clause may require amendment to only apply to those insurances to be covered by the ACIP.

9.1.9 The Contractor shall be:

a. deemed compliant with the requirements of the following clauses:

(i) clause 9.1.1a (workers compensation);

(ii) clause 9.1.1b (public and products liability);

(iii) clause 9.1.1c (professional indemnity);

(iv) clause 9.1.1d (property);

(v) clause 9.1.1e (transit);

(vi) clause 9.1.1f (compulsory third party motor vehicle liability);

(vii) clause 9.1.1g (motor vehicle liability); and

(viii) clause 9.1.5; and

b. relieved of its obligations under clauses 9.1.6 and 9.1.8,

in respect of a particular insurance listed in clause 9.1.9a 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 5 Working Days if its ACIP status is withdrawn or suspended by the Commonwealth.

9.1.10 If the Contractor fails to effect and maintain the insurances in accordance with this clause 9 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 9.1.10 until the Commonwealth elects to recover the amount.

10 INDEMNITIES, DAMAGES, RISK AND LIABILITY (CORE)

10.1 Indemnity (Core)

10.1.1 The Contractor shall indemnify the Commonwealth and Commonwealth Officers in respect of any Loss in connection with:

a. the death, personal injury, disease or illness of any employee or officer of the Contractor in relation to the Contract; and

b. a Claim by a third party arising out of or as a consequence of a Contractor Default, including a Claim in respect of:

(i) the death, personal injury, disease or illness of any person; or

(ii) loss of or damage to any third party property.

10.1.2 The liability of the Contractor under clause 10.1.1a 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 liability of the Contractor under clause 10.1.1b 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.

10.1.4 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:

a. an infringement or alleged infringement of the third party's IP rights (including Moral Rights) arising out of or 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); 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*, section 96 of the *Designs Act 2003*, section 183 of the *Copyright Act 1968*, or section 25 of the *Circuit Layouts Act 1989*, constitute an infringement of the right.

10.3 Loss of or Damage to the Deliverables and Products (Core)

10.3.1 Risk in relation to any loss of, or damage to Deliverables, or Products which are not yet owned by the Commonwealth resides with the Contractor:

a. until the Deliverables and Products are delivered or returned to the Commonwealth in accordance with the Contract; and

b. at any time after delivery or return (but prior to Acceptance of the Deliverables and Products) where the Contractor retakes possession of the Deliverables in accordance with the Contract.

10.3.2 The Contractor shall replace or reinstate any Deliverables and Products that are lost and repair any Deliverables and Products that are damaged while the risk resides with the Contractor under clause 10.3.1, except to the extent that the loss or damage to the Deliverables or Products arose out of or as a consequence of a Commonwealth Default.

10.3.3 Nothing in this clause 10.3 limits or affects the Contractor's obligations under clause 3.2, 3.3, 8.2 or 10.4.

10.4 Loss of or Damage to Commonwealth Property (Core)

10.4.1 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 the work under the Contract.

10.4.2 The Contractor shall be liable for any Loss incurred by the Commonwealth in connection with any loss of, or damage to any Commonwealth Property while it is:

a. on any Contractor Premises; or

b. being stored, operated or transported by or on behalf of the Contractor, a Related Body Corporate of the Contractor, or a Subcontractor,

in connection with the Contract, whether or not the loss or damage arises out of or as a consequence of a Contractor Default.

10.4.3 The liability of the Contractor under clause 10.4.2 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.

10.4.4 Without limiting clause 10.4.2, 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.

10.4.5 The liability of the Contractor under clause 10.4.4 shall be reduced to the extent that the Contractor demonstrates that the loss or damage arose out of or as a consequence of:

a. a Commonwealth Default;

b. an Excepted Risk; or

c. a breach of a general law duty or an applicable law by an Unrelated Party.

10.4.6 Nothing in this clause 10.4 limits or affects the Contractor's obligations under clause 3.2, 3.3, 8.2 or 10.3.

10.5 Exclusions of Certain Losses (Core)

10.5.1 Subject to clause 10.6.2, the Contractor is not liable to pay compensation or damages under or in relation to this Contract, or liable to make a payment under an indemnity in this Contract, for Loss incurred by the Commonwealth resulting from:

a. damage to reputation or exemplary or punitive damages incurred by the Commonwealth; or

b. the Commonwealth's diminished revenue, profits or business opportunities.

10.5.2 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.

10.6 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://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/B5B50210-9329-41BF-93DD-9D73CD569F1D.***

The liability risk assessment provides the basis for determining the limitation of liability cap in this clause 10.6 and insurance requirements in clause 9.

Note to tenderers: The limitation of liability amounts 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.***

10.6.1 The liability of the Contractor to the Commonwealth in connection with the Contract (including at general law, in negligence or in equity) is limited in aggregate to the Limitation Amount specified in the Details Schedule.

10.6.2 The liability cap in clause 10.6.1 and the exclusions of liability under clause 10.5 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.

10.6.3 Each paragraph of clause 10.6.2 is independent of, and its application is not affected by, any of the other paragraphs.

10.6.4 The amount of a liability cap in clause 10.6.1 shall be adjusted in accordance with the formula:

$$new\ amount = \left(\frac{most\ recent\ CPI}{Base\ Date\ CPI}\right) \times existing\ amount$$

where:

'**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;

'**Base Date CPI**' means the CPI most recently published before the Base Date; and

'**most recent CPI**' means the CPI most recently published before the question whether a liability cap has been reached is determined.

10.7 Proportionate Liability Laws (Core)

10.7.1 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 (CORE)

11.1 Change to the Contract (Core)

11.1.1 Except as expressly permitted in the Contract, the Contract shall only be changed by a CCP 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 and taken effect in accordance with clause 11.1.5.

11.1.2 Either party may propose a change to the Contract. CCPs shall be in the format set out at Annex A to Attachment F.

11.1.3 If the Commonwealth Representative proposes a change to the Contract it shall by notice to the Contractor, require the Contractor to prepare the CCP and the Contractor shall within 30 days of such notice, submit a CCP to the Commonwealth to give effect to the change.

11.1.4 The Contractor shall calculate the effect of a CCP on the Contractor's payment entitlements by reference to Attachment B (including any rates it contains), or any other basis agreed by the parties in writing.

11.1.5 The Commonwealth shall within 30 days after receipt (or such other period as agreed by the parties in writing) either Approve the CCP or reject the CCP giving reasons for such rejection. A CCP that has been Approved shall take effect when executed by both parties unless otherwise set out in the CCP.

11.1.6 Subject to clause 11.1.7, the Contractor shall not be entitled to any payment for the preparation of, or response to, a CCP.

11.1.7 Except where a CCP is proposed or required to address any non-performance of the Contractor under the Contract, the Commonwealth shall meet the reasonable costs of preparation of a CCP that is required by the Commonwealth (whether or not the CCP is Approved by the Commonwealth).

11.1.8 Prior to the Contractor preparing a CCP, the Commonwealth may require the Contractor to provide a Not to Exceed (**NTE**) quote for the preparation of a CCP and the amount payable under clause 11.1.7 shall not exceed the NTE quote provided.

11.2 Conflict of Interest (Core)

11.2.1 The Contractor warrants that, to the best of its knowledge after making diligent inquiries, no undisclosed conflict of interest exists as at the Effective Date, or is likely to arise in the performance of its obligations under the Contract by itself or by Contractor Personnel, any Approved Subcontractor or Approved Subcontractor Personnel.

11.2.2 If during the Term a conflict of interest arises, or appears likely to arise, the Contractor shall promptly notify the Commonwealth and take such steps as the Commonwealth may require to resolve the conflict.

11.2.3 If the Contractor fails to notify the Commonwealth in accordance with this clause 11.2, or is unable or unwilling to resolve the conflict of interest as required, or in the opinion of the

Commonwealth the conflict cannot be satisfactorily resolved, the Commonwealth may exercise its rights to terminate the Contract under clause 13.2.

11.3 Waiver (Core)

11.3.1 Failure by either party to enforce a term 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:

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 F 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 F.

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 E is not disclosed by the party, except to the extent that:

a. the disclosure is permitted under clause 11.4.3;

b. the Confidential Information is in TD, Software or Contract Material and the disclosure is in connection with the exercise of the rights provided for in clause 5;

c. the disclosure is to a Commonwealth Service Provider to enable it to perform its obligations, functions or duties to the Commonwealth; or

d. 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 (or has already executed) a written undertaking in the form of a deed of confidentiality or is subject to a contractual obligation that appropriately restricts the further disclosure of that information.

11.4.3 The restriction in clause 11.4.1 does not apply to a disclosure of Confidential Information to the extent that the disclosure is:

a. required or authorised by law;

b. necessary for the conduct of any legal proceedings arising in connection with the Contract;

c. made by the Commonwealth, a Minister or the Parliament, in accordance with statutory or portfolio duties or functions or for public accountability reasons, including following a request by the Parliament, a parliamentary committee or a Minister; or

d. to any of the following persons:

(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 who need to know the information in order to undertake their duties or functions; and

(iv) 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 return to the Commonwealth or destroy, all documents in its possession, power or control which contain any Confidential Information of

the Commonwealth if the Confidential Information is no longer required for the purposes of the Contract.

11.4.6 The Contractor may retain Confidential Information of the Commonwealth in its records, if retention is required to comply with any legal, professional or insurance obligations or where it is not reasonably practicable to destroy the records included in routine electronic backups.

11.4.7 Retention, 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.

11.6 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, 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 5 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 or 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 and its nominees may copy any records or accounts relevant to the Services or the Contract and retain or use these records or accounts for the purposes of this clause.

11.7.2 The Contractor shall ensure that each Approved Subcontractor provides the Commonwealth Representative, and any person authorised by the Commonwealth Representative, with access to the Approved Subcontractor's premises, records and accounts for any purpose relevant to the Services or the Approved Subcontract, including the right to copy.

11.7.3 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.

11.7.4 Without limiting clauses 11.7.1 to 11.7.3, the Contractor acknowledges and agrees that:

a. the Auditor-General has the power under the *Auditor-General Act* 1997 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 or 11.7.2.

11.7.5 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 and attending, conducting or checking stocktakes of CMCA;

Option: Include when clause 4 is included in the Contract.

b. validating the Contractor's compliance with the AIC Obligations;

c. validating the Contractor's progress against the requirements of any Approved Remediation Plan;

d. validating the Contractor's compliance with clause 5 and the TDSR Schedule;

e. 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; and

f. monitoring and assessing compliance with the Commonwealth Supplier Code of Conduct in accordance with clause 12.10.1.

11.8 Contractor Access (Optional)

Note to drafters: Include this clause when the Contractor requires access to Commonwealth Premises for the purposes of performing the Services. If not required, the clause may be replaced with "Not used".

11.8.1 The Commonwealth shall, during the Term, 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 Unless otherwise agreed in writing, the Contractor shall seek written permission from the Commonwealth Representative, at least 5 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 may 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 any 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.

11.9 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.

11.9.3 The Contractor, by subcontracting any part of the work under the Contract, shall not be relieved of its liabilities or obligations under the Contract and shall be responsible for all Subcontractors.

Note to drafters: If a proposed Subcontract meets one or more criteria in clause 11.9.4 then, subject to clause 11.9.5, the Subcontractor will be listed in Attachment I as an Approved Subcontractor and the Contractor will be subject to certain obligations, including the requirement to 'flow-down' certain provisions of this Contract. Drafters should carefully consider the criteria in clause 11.9.4 including the Approved Subcontractor Threshold, having regard to the value and complexity of the Contract and the nature of the work likely to be subcontracted. This clause is not intended to capture minor or low risk Subcontracts.

11.9.4 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;

b. the work involves:

(i) design and development activities, including engineering change proposals;

(ii) modification of systems or equipment;

(iii) a Prescribed Activity; or

(iv) **[…INSERT OTHER SPECIFIC TYPE OF WORK OR TASK(S) TO BE PERFORMED…]**; or

c. the work involves bringing or creating IP in significant items of TD or Software,

unless that Subcontractor is an Approved Subcontractor or unless otherwise Approved by the Commonwealth in writing in accordance with clause 11.9.5.

11.9.5 Where clause 11.9.4 applies in respect of a Subcontractor, the Contractor may seek the Commonwealth Representative's Approval, by written request (which includes a detailed justification), for that Subcontractor not to be treated as an Approved Subcontractor for:

a. the purposes of the Contract (as a whole); or

b. 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 I 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 11.1.5. The Commonwealth Representative's Approval shall not be unreasonably withheld.

11.9.8 Without limiting the Contractor's obligations under the Contract, the Contractor shall ensure that:

a. the requirements of clauses3.4, 0, 5.1.3, 5.2.2, 11.6, 12.1, 12.3 and 12.6 are included in all Subcontracts;

b. each Subcontractor that requires access to any Commonwealth Premises or to security classified information is subject to the requirements of clause 11.10;

c. the requirements of clauses 11.2, 11.7.2 and 11.11 are included in all Approved Subcontracts;

d. the Subcontractor grants to the Contractor any rights in relation to TD, Software and Contract Material that are necessary to enable the Contactor to grant the licences under clause 5 and comply with its obligations under clause 5;

e. the Contractor obtains rights, in each Approved Subcontract, that are equivalent to the rights of the Commonwealth under clause 13.4 and includes obligations of the Approved Subcontractor equivalent to the Contractor's obligations under clause 13.5; and

f. all Approved Subcontracts contain equivalent provisions to those set out in clause 12.4, except 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,

in which case the Contractor shall ensure that the Approved Subcontract contains equivalent provisions to those set out in clauses 12.4.3, 12.4.4 and 12.4.11.

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.

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 Subcontractor named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).

Note to drafters: These clauses 11.9.13 to 11.9.17 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.***

11.9.13 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.

11.9.14 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 11.9.16, 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 11.9.14;

d. a statement that the Contractor must respond to any complaint of non-compliance made by the Subcontractor under clause 11.9.14c; 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.

11.9.15 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 11.9.14; 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 11.9.14; and

(ii) obligations equivalent to this clause 11.9.15b (such that the obligations in this clause 11.9.15b are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).

11.9.16 The Contractor is not required to pay interest in accordance with clause 11.9.14a(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).

11.9.17 The Contractor agrees that if it is the subject of a complaint in relation to its compliance with clauses 11.9.13 to 11.9.16, 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. cooperate 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)

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 Defence Security Principles Framework (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 Services 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 73 of the DSPF. Facility accreditations will be required for certain Business Impact Levels. For information on Business Impact Levels refer to:

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

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 H. 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 H (if applicable), Principle 73 and Principle 10 of the DSPF, and the Australian Government's Protective Security Policy Framework at:

- ***https://www.protectivesecurity.gov.au/.***

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://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394.***

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 Note to tenderers should be deleted.

Note to tenderers: If the tenderer proposes to perform work at an overseas location and that work involved 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 in Attachment H 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 in addition to the terms of clause 11.10.8c above 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 a Subcontractor located overseas shall be subject to approval in the first instance by the Director Australian Signals Directorate (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.

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 or advise in relation to the performance of the Contract (or the 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:

a. the character and duration of the engagement, services or work that was performed by the person during the relevant 12 month period;

b. 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) including the manner in which the services are proposed to be performed;

c. 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 clause 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;

d. 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

e. the policy requirements set out in DI AG5 as applicable.

12 POLICY AND LAW (CORE)

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 any 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.

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

12.3.1 The Contractor shall comply with, and 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;

(ii) Administration and Governance Provision 5, AG5 – Conflicts of interest; and

(iii) People Provision 7, PPL 7 – Required behaviours in Defence and Chapter 3 of the Complaints and Alternative Resolutions Manual;

b. Defence Gifts and Benefits (including Hospitality) Receiving Policy;

c. Defence Gifts and Benefits (including Hospitality) Spending Policy;

d. Defence Sponsorship Policy;

e. ADF alcohol policy detailed in MILPERSMAN Part 4 Chapter 1;

f. Public Interest Disclosure policy detailed at:

g. http://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure; and

h. **[…DRAFTERS TO INSERT ANY OTHER RELEVANT COMMONWEALTH AND DEFENCE POLICIES THAT REGULATE DELIVERY OF THE SERVICES…]**.

Note to tenderers: It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy. The Commonwealth Indigenous Procurement Policy is available at:

- ***https://www.niaa.gov.au/resource-centre/indigenous-affairs/commonwealth-indigenous-procurement-policy.***

12.3.2 The Contractor shall use its reasonable endeavours to increase its:

a. purchasing from Indigenous enterprises; and

b. employment of Indigenous Australians,

in the performance of the Contract. For the purposes of this clause "Indigenous enterprise" means an organisation that is 50 per cent or more Indigenous owned that is operating a business. Supply Nation maintains a list of enterprises that meet the definition of "Indigenous enterprises" (www.supplynation.org.au).

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, 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 Term, 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 $4 million or more (inc GST).

Note to tenderers: The Shadow Economy Procurement Connected Policy imposes obligations on the Commonwealth to obtain from contractors valid and satisfactory Statement of Tax Records (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/policy-topics/economy/shadow-economy/procurement-connected-policy.***

The Contractor will be required to obtain and hold copies of valid and satisfactory STRs for any Subcontractors that the Contractor directly engages (i.e. first tier Subcontractors) where the contract value will be $4 million or more (inc GST). Any STRs obtained from these Subcontractors must be provided to the Commonwealth upon request.

12.3.5 The Contractor warrants and shall ensure that, as at the Effective Date specified in the Details Schedule, it holds all of the applicable valid and satisfactory STRs as set out in Table 1 below.

Table 1: STRs requirements

If the Contractor or Subcontractor (including proposed Subcontractors) is:	STRs required:
(a)	**(b)**
a. a body corporate or natural person;	a valid and satisfactory STR in respect of that body corporate or person;
b. a partner acting for and on behalf of a partnership;	a valid and satisfactory 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);
c. a trustee acting in its capacity as trustee of a trust;	a valid and satisfactory STR in respect of the: (i) trustee; and (ii) the trust;
d. a joint venture participant;	a valid and satisfactory 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 valid and satisfactory 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 valid and satisfactory STR in respect of the: (i) the GST Group member; and (ii) the GST Group representative.

12.3.6 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 be $4 million or more (inc GST), unless the Contractor has obtained and holds any of the STRs as set out in Table 1, as applicable to the proposed direct Subcontractor.

12.3.7 The Contractor shall obtain and hold additional STRs in the circumstances set out in Table 1 within 10 Working Days of the Contractor becoming aware of the circumstances arising.

12.3.8 The Contractor shall provide the Commonwealth with copies of the STRs referred to in clause 12.3.5, 12.3.7 and 12.3.6within 5 Working Days after a written request by the Commonwealth.

12.3.9 For the purposes of the Contract, an STR is taken to be:

a. ***valid*** if the STR has not expired as at the date on which the STR is required to be held; and

b. ***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.

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 Services.

12.4.2 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 applicable WHS Legislation.

12.4.3 The Contractor shall:

a. provide the Services in such a way that the Commonwealth and Commonwealth Personnel are able to undertake any roles or obligations in connection with the Services (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 Services for the purposes referred to in clause 3.3.1, for which they are intended, and to maintain, support and develop the Services and Products,

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.

12.4.4 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 Services, provide, and shall:

a. ensure that an Approved Subcontractor provides; and

b. 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) after 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 after 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 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.

12.4.5 Subject to clause 11.10 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.

12.4.6 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.

12.4.7 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).

12.4.8 Without limiting clause 11.7, the Contractor shall give, and shall 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 Services or work performed under the Contract.

12.4.9 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 provision of the Services. 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. The Contractor shall not be entitled to claim relief from the performance of its obligations under the Contract as a result of compliance with the direction.

12.4.10 The Contractor shall comply with clause 11 of the SOW.

12.4.11 The Contractor shall not use ACM in providing the Services and shall not take any ACM onto Commonwealth Premises in connection with providing the Services.

Note to drafters: To the extent that any work under the Contract will involve construction work (eg, installation activities) over $250,000, clause 12.4.14 of the conditions of contract in the ASDEFCON (Support) v5.0 template must be included (at clause 12.4.12) except where following receipt of advice from Defence Legal it is determined that the Commonwealth should be the principal contractor (refer to DPPI NO 4/2012 Engagement of Principal Contractors under the Work Health and Safety Legislation).

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 Services 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).

12.5.2 The Contractor shall ensure and warrants that:

a. it has given careful, prudent and professional consideration to the environmental implications of the work to be performed by it under the Contract; and

b. as at the Effective Date specified in the Details Schedule, the proposed method of performance of that work complies with all applicable environmental legislation.

12.5.3 If the Contractor becomes aware of any intention on the part of a regulatory authority to cancel, revoke or amend an Authorisation relating to the environment that the Contractor requires to carry out the work under the Contract, it shall notify the Commonwealth without delay, giving full particulars (so far as they are known to it).

12.6 Privacy (Core)

12.6.1 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.

12.6.2 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 12.6, 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.

12.6.3 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 12.6.

12.7 Severability (Core)

12.7.1 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.

12.8 Modern Slavery (Optional)

Option: For inclusion where the modern slavery risk assessment for the procurement has determined there is a risk of modern slavery existing in the relevant supply chain.

Note to drafters: The procurement should be assessed for the risk of modern slavery existing in the supply chain. Guidance on performing this risk assessment, as well as other guidance on the Modern Slavery Act 2018 (Cth), can be found on the Australian Border Force's (ABF) Modern Slavery Register site here:

- ***https://modernslaveryregister.gov.au/resources/.***

If the modern slavery risk assessment determines that there is a risk of modern slavery existing in the supply chain, drafters must include the model clauses for Defence procurements subject to the requirements of the Modern Slavery Act 2018 (Cth). These model clauses are based on the ABF'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://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/A300FED9-67ED-4F8C-9BD6-AEB7B1257A55.***

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://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394***

12.9 Indigenous Procurement (Optional)

Option: For inclusion when the Indigenous Procurement Policy's Mandatory Minimum Requirements apply to the procurement.

Note to drafters: The Indigenous Procurement Policy may apply to a procurement valued at or over $7.5 million (GST inclusive), depending on whether and how much of the resultant Contract's value will be spent in certain industry sectors. Drafters should refer to the ASDEFCON Clausebank for further information and appropriate clauses:

- ***http://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/A300FED9-67ED-4F8C-9BD6-AEB7B1257A55.***

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, 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 13.2.1.

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://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/Item/A300FED9-67ED-4F8C-9BD6-AEB7B1257A55.***

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://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/%7BA300FED9-67ED-4F8C-9BD6-AEB7B1257A55%7D.***

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 (CORE)

13.1 Resolution of Disputes (Core)

13.1.1 A party shall not commence court proceedings relating to any Dispute except as permitted under this clause 13.1.

13.1.2 The parties shall negotiate in good faith and use all reasonable efforts to resolve Disputes as quickly as practicable.

13.1.3 If the parties are unable to resolve a Dispute, 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.

13.1.4 If the Dispute is not resolved by the Management Representatives within 30 days of the Dispute Notice being issued, the Dispute shall be referred to the Senior Representatives specified in the Details Schedule.

13.1.5 If the Dispute is not resolved within 30 days of the Dispute being referred to the Senior Representatives and the parties have not been able to agree on an alternative dispute resolution process (including mediation, arbitration or expert determination) for resolving the Dispute, either party may commence legal proceedings in respect of the Dispute.

13.1.6 The parties shall, despite any Dispute occurring, continue to perform their respective obligations under the Contract.

13.1.7 Nothing in this clause 13.1 prevents any party from seeking urgent interlocutory relief in relation to a Dispute.

13.2 Termination 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 13.2.1 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 or otherwise in accordance with an Approved Remediation Plan;

d. the Contractor commits a Default that, in the Commonwealth's opinion, is not capable of being remedied;

e. the Contractor commits a Default, or series of Defaults which, in the opinion of the Commonwealth has or will have a material adverse effect on the provision of the Services;

f. the Contractor would have, except for the operation of any limitation of liability under clause 10.6.1, been liable to the Commonwealth for Loss in aggregate for an amount greater than the Limitation Amount;

g. the Contractor fails to provide or maintain a financial security or deed in accordance with clauses 7.5 to 7.8;

h. the Contractor fails to grant, or ensure the grant of, any licence required under clause 5.2;

i. the Contractor breaches any of its obligations under clause 12.4;

j. a Change of Control occurs in relation to the Contractor without the prior written consent of the Commonwealth Representative; or

k. another clause of the Contract provides that the Commonwealth may terminate the Contract under this clause.

13.2.2 To avoid doubt, the Commonwealth is not required to provide prior notice of an exercise of its rights under clause 13.2.2.

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 rights it has in relation to the Contract, the Commonwealth has the right to exercise its discretion at any time to terminate the Contract or reduce the scope of the Contract for convenience 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 terms of the Contract for 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.

13.5 General Termination Provisions (Core)

13.5.1 If the Contract is terminated under this clause 13.5 or otherwise, or the scope of the Contract is reduced under clause 13.4 or otherwise:

a. the termination or reduction takes effect on the date of the notice of termination or reduction, or if the notice specifies a later date, the later date;

b. the Contractor shall;

(i) stop or reduce work in accordance with the notice;

(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 a termination or reduction, including those arising from affected Subcontracts.

c. the Contractor shall provide 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 Commonwealth or third party Confidential Information or which are security classified;

Option: For when clause 7.5 (Bank Guarantee for Mobilisation Payment) is included in the Contract.

d. the Contractor shall repay the Mobilisation Payment or any portion of the Mobilisation Payment that has not been offset in accordance with clause 7.5;

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 10.5, 10.6 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 reduction (as applicable), or other period agreed in writing by the parties, deliver the Technical

Data (in its then current state of development) for Services produced prior to the date of termination or reduction; 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 If the Commonwealth reduces the scope of the Contract under clause 13.4, the Contractor shall, within 30 days after receipt of the notice, prepare and submit a CCP to give effect to the notice, including to:

a. remove Services from the SOW and other parts of the Contract;

b. reduce the amounts payable to the Contractor under the Contract to reflect the removal of Services; and

c. make such other amendments as necessary or convenient to be made to give effect to the notice.

13.5.3 The Contractor shall provide to the Commonwealth, within 30 days of receipt of request by the Commonwealth, information and documents relating to the Contractor's provision of the Services. The information which may be required includes:

a. except where the Contract is terminated or reduced in scope under clause 13.4, answers to questions in relation to the methods and processes used for provision of the Services;

b. a full set of standard operating procedures in relation to the operation and Maintenance of the Products being supported that are able to be accessed and used by the Commonwealth or its nominee; and

c. Maintenance records or logs, any relevant asset details (including condition reports and expected life spans), arising rates and consumable usage rates, Maintenance efforts for Corrective Maintenance and Preventive Maintenance and similar information for the period requested by the Commonwealth.

13.5.4 The Commonwealth may use the information referred to in clause 13.5.3 to prepare procurement documents associated with the Capability or the subject matter of the Services, and recipients of the documents may use the information to undertake due diligence activities and prepare quotations.

13.5.5 The Contractor shall fully co-operate with the Commonwealth and any incoming contractor and do all tasks and things as may be reasonably necessary to ensure the smooth transition of the provision of the Services from the Contractor to the incoming contractor or to the Commonwealth (as the case may be) in a manner which ensures no interruption of the Services.

13.5.6 The Contractor shall comply with all reasonable directions from the Commonwealth Representative, having regard to the requirements of the Commonwealth for any incoming contractor.

13.5.7 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 the 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 7.5 or 7.6 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 Unless otherwise advised by the Commonwealth Representative, 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 90 day bank-accepted bill rate (available from the Reserve Bank of Australia) 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 and any warranties, guarantees, licences, performance of the Contractor's obligations under clause 13.5, 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 of witness)	(print name of witness)	(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://ibss/PublishedWebsite/LatestFinal/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/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. 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 (SOW) (CORE)

Note to tenderers: Attachment A will consist of an amalgamation of the draft SOW at Part 3 of the RFT and the successful tenderer's response.

ATTACHMENT B

PRICE AND PAYMENTS (CORE)

Note to tenderers: Attachment B will consist of an amalgamation of information submitted in response to TDR D, this draft Attachment B, the successful tenderer's response and any negotiated adjustments.

1. GENERAL (CORE)

1.1 Attachment B consists of the following clauses and associated Annexes as indicated in Table B-1 below:

Note to drafters: Some Annexes will include a single file with the appropriate pricing table, such as a PDF copy of a worksheet from the Support Short Pricing Workbook (SPTSPW). For Recurring Services, multiple schedules may be included under Annex A in order to to incorproate all Recurring Services worksheets. Update the following table for the Annexes (and schedules) to be included in the draft Contract. Files names may be added prior to ED, when known. The examples below are based on the tabs for worksheets within the SPTSPW and the separate word file for Annex E.

If the draft Contract will signifcantly exceed the expected use of the template, for example, by including Government Furnished Facilities or exceeding A$20m per year (and 'prescribed ACE percentages' becoming applicable), drafters should consider using the Support Pricing Workbook and updating this Attachment (and TDR D) to those used for ASDEFCON (Support).

Table B-1: Annexes to Attachment B

Attachment B Clause Reference	Associated Annex	Annex File Names
2 Recurring Services (CORE)	Annex A Recurring Services	Schedule 1: Recurring Services OD to X *Schedule 2: Recurring Services X to Y* *Schedule 3: Recurring Services Y to Z*
3 Task-Priced Services (CORE)	Annex B Task-Priced Services	*Task Priced Services*
4 S&Q Services (CORE)	Annex C S&Q Services	*S and Q Services*
5 Adjustments (CORE)	Annex D Adjustments	*Adjustments*
6 Australian Contract Expenditure (OPTIONAL)	N/A	
7 Performance Assessment and Performance Payments (OPTIONAL)	Annex E Performance Assessment and Performance Payments (Optional)	*009_ASDEFCON_SPTS_V3.0_COC_ATTB_ANNE_PerformanceAssessmentandPerformancePayments*

1.2 The obligations of the Commonwealth under this Attachment B are subject to:

a. the Contractor making a claim for payment in accordance with clause 7.2 of the COC; and

b. the other provisions of the Contract.

1.3 Except where expressly indicated to the contrary, the amounts set out in or calculated under this Attachment B are inclusive of all costs and other payments associated with providing the Services 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 Government) taxes including GST, customs and other duties and charges and arranging customs clearance and services of representatives.

2 RECURRING SERVICES (CORE)

2.1 Introduction

2.1.1 Annex A describes the amounts payable by the Commonwealth to the Contractor for the provision of Recurring Services in accordance with the Contract. The Recurring Services commence from the **[…INSERT "Effective Date" or "Operative Date"…]**.

2.2 Recurring Services Fee

Option A: For when Annex E, Performance Assessment and Performance Payments, is included into the Contract.

2.2.1 Subject to clauses 5 and 6 of Annex E to this Attachment B, the Commonwealth shall pay to the Contractor, for the provision of the Recurring Services, the Recurring Services Fee, monthly in arrears.

Option B: For when Annex E, Performance Assessment and Performance Payments, is not included into the Contract.

2.2.2 The Commonwealth shall pay to the Contractor, for the provision of the Recurring Services, the Recurring Services Fee, monthly in arrears.

3 TASK-PRICED SERVICES (CORE)

3.1 Introduction

3.1.1 Annex B describes the amounts payable by the Commonwealth to the Contractor for the provision of Task-Priced Services in accordance with the Contract.

3.2 Task-Priced Services

3.2.1 For each Task-Priced Service the Commonwealth shall pay to the Contractor the price for the Task-Priced Service, as specified in Annex B, applicable to the month in which the Task-Priced Service was Accepted in arrears at the end of that month or in such other manner as may be agreed in writing by the parties in respect of that Task-Priced Service.

4 S&Q SERVICES (CORE)

4.1 S&Q Rates

4.1.1 The pricing information to be included in each S&Q Quote shall be determined using the:

a. labour categories and skill levels for labour rates; and

b. unless lower mark-ups are negotiated (ie, for Subcontracts and/or materials exceeding **[…INSERT AMOUNT…])**, the mark-ups on purchased materials, Subcontract prices, and Other Direct Costs,

as detailed in the file: **(…INSERT the file name for the "S&Q Services worksheet" from the SPTPW…)**, which forms Annex C to this Attachment.

4.1.2 For the purposes of defining "normal time" and "other time" labour rates:

a. "normal time" is defined as **(…INSERT definition of "normal time" EG, "eight hours per day between 07:00 – 19:00"…)**; and

b. "other time" includes all times other times than "normal time".

Option: Include the following clauses when foreign currencies are applicable.

4.1.3 If an S&Q Service will include component costs in foreign currencies, for rates that are not included in Annex C, values are to be quoted in source currency and equivalent Australian dollars (using the Reserve Bank of Australia rate as at the day prior to the submission of the

S&Q Quote) inclusive of all applicable taxes and other duties, or as otherwise agreed between the parties.

4.1.4 Where an S&Q Quote is submitted that includes amounts priced in foreign currencies, and equivalent Australian dollar amounts determined in accordance with clause 4.1.3, the Commonwealth may elect to pay any amounts under any resulting S&Q Order in either source currency or Australian dollars, as applicable.

4.2 Not-To-Exceed S&Q Services

4.2.1 This clause applies to an S&Q Service to the extent that the S&Q Order specifies a Not-To-Exceed basis for pricing and payment.

4.2.2 For each Not-To-Exceed S&Q Service, the Commonwealth shall pay to the Contractor, monthly in arrears, the amounts payable to the Contractor in accordance with the S&Q Order for labour, materials, Subcontracts and Other Direct Costs (as applicable) up to the Not-To-Exceed price set out in the S&Q Order.

4.3 Firm Price S&Q Services

4.3.1 This clause applies to an S&Q Service to the extent that the S&Q Order specifies a firm price basis for pricing and payment.

4.3.2 For each firm price S&Q Service, the Commonwealth shall pay to the Contractor, monthly in arrears, the following:

a. if the Contractor achieves a milestone specified in the S&Q Order, the amount specified for the milestone in the S&Q Order;

b. upon Acceptance of the S&Q Service (and Acceptance of any associated Deliverables), any amount specified in the S&Q Order as being payable upon Acceptance; and

c. any other amount specified to be payable in accordance with the S&Q Order.

5 ADJUSTMENTS (CORE)

Note: Agreements reached as a result of workplace enterprise bargaining are not considered to be awards for the purposes of the formula set out below.

5.1 General

5.1.1 In this clause 5, the following interpretations apply:

a. when applicable, the pricing tables in the Annexes to this Attachment are adjusted from the Adjustment Date, in accordance with clause 7.3 of the COC;

b. the price for a Service is the price applicable to the period of when the Service was performed, not the date of the invoice (ie, if the invoice was submitted subsequent to the Adjustment Date);

c. in accordance with clause 7.3.1 of the COC, unless stated otherwise in the price and payment basis for an S&Q Order, prices and payments for any unperformed S&Q Services are not subject to an adjustment;

d. if a source of an index publishes provisional and final index values, only index values designated as final shall be used;

e. subject to clause 5.1.1d, if a quarterly index is published more than once, for the purposes of the formulae, the index value to be used (for the quarter preceding the Adjustment Date) shall be the first index value officially published in the quarter following that quarter; and

f. 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.

5.2 Adjustment Process

Note to drafters: The formula below can be used for prices where underlying costs are in a foreign currency (with payments made in $A or in source currency), when the appropriate indices are included in Annex D.

The following formula allows for one labour and one materials index per source currency, with the same weightings applied to all adjusted prices. If different weightings for different prices, or more than two components are required, refer to the 'complex' option within ASDEFCON (Support) and seek advice from Commercial and Financial Analysis, CASG.

5.2.1 The prices specified in Annexes A and B to this Attachment B shall be adjusted for fluctuations in the cost of labour and materials (including where prices may be based in a foreign source currency) by applying the following formula in accordance with clause 7.3 of the COC:

$$\boldsymbol{P_1 = \left(Y * \frac{L_1}{L_0} + Z * \frac{M_1}{M_0}\right) * P_0}$$

where, for each applicable source currency:

Ref	Description
P_1	the new (ie, adjusted) price, to apply on and from the relevant Adjustment Date.
P_0	the price applicable immediately prior to the relevant Adjustment Date.
Y	the component of a price (expressed as a decimal) specified in Annex D, which is attributed to a labour index series.
L_1	the labour index value (number) for a labour index series (L) specified in Annex D, as published for the quarter preceding the quarter containing the relevant Adjustment Date.
L_0	the labour index value (number) for a labour index series (L) specified in Annex D that was used for the previous price adjustment or, in respect of the first price adjustment, the published index value for the quarter preceding the quarter containing the Base Date.
Z	the component of a price (expressed as a decimal) specified in Annex D, which is attributed to a materials index series.
M_1	the materials index value (number) for a materials index series (M) specified in Annex D, as published for the quarter preceding the quarter containing the relevant Adjustment Date.
M_0	the materials index value (number) for a materials index series (M) specified in Annex D that was used for the previous price adjustment or, in respect of the first price adjustment, the published index value for the quarter preceding the quarter containing the Base Date.

and where, for each price being adjusted, the sum of the components attributed to labour and materials equals one (ie, Y + Z = 1).

5.2.2 For labour rates used when quoting for S&Q Services (in Annex C), the following formula shall be applied in accordance with clause 7.3 of the COC:

$$P_1 = \frac{L_1}{L_0} * P_0$$

where, for each applicable source currency:

Ref	Description
P_1	the new (ie, adjusted) labour rate for S&Q Services, to apply on and from the relevant Adjustment Date.
P_0	the labour rate for S&Q Services, as specified in Annex C, immediately prior to the relevant Adjustment Date.
L_1	the labour index value (number) for a labour index series (L) specified in Annex D, as published for the quarter preceding the quarter containing the relevant Adjustment Date.
L_0	the labour index value (number) for a labour index series (L) specified in Annex D that was used for the previous rates adjustment or, in respect of the first rates adjustment, the published index value for the quarter preceding the quarter containing the Base Date.

5.3 Indices

5.3.1 The Australian and international indices for the Contract, and the proportions attributed to labour and materials components of the prices, are detailed in Annex D to this Attachment.

Note to tenderers:

Note 1: For labour costs incurred in Australia, input based (cost of labour) indices acceptable to the Commonwealth are included in the ABS catalogue 'Wage Price Index' – Tables 8B and 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.

Note 4: For the imported materials component, the index must be appropriate and published by an agency of the relevant Government.

6 AUSTRALIAN CONTRACT EXPENDITURE (OPTIONAL)

Note to drafters: This clause should be used when the expected value of any resultant Contract (ie, known amounts (excluding S&Q Services) for the Initial Term, inclusive of all options to be submitted to the Section 23 Commitment Approval delegate for approval) will be between $4 million and $20 million (GST Inclusive), unless an exemption applies.

If the expected value of any resultant Contract is likely to exceed $20 million, then a more extensive AIC program will be required and drafters should transfer the appropriate provisions from the ASDEFCON (Support) template into the draft Contract.

If the expected value is below $4m (GST inclusive) then an AIC Program is not required and the clauses below can be deleted and the heading annotated as 'Not used'.

6.1 Australian Contract Expenditure Amounts (Core)

Note: The following formula is built into the component price calculations of the SPTSPW.

6.1.1 Amounts for planned Australian Contract Expenditure (ACE) and planned Imported Contract Expenditure (ICE) are to be determined in accordance with clause 4.1 of the COC, and when required to be forecast for applicable payment types under the Contract, a calculated ACE percentage is to be determined in accordance with the following formula:

$$calculated\ ACE\% = \frac{planned\ ACE}{planned\ ACE + planned\ ICE} * 100$$

6.1.2 Where the Contractor is required to forecast a calculated ACE percentage for Recurring Services Fees, for a given period under the Contract (eg, an annual reporting period for a Contract Status Report), the Contractor shall use the ACE percentages from the schedules to Annex A (calculated from the applicable worksheets of the SPTSPW) or provide justification to the Commonwealth, in writing, for the use of any alternative estimate.

6.2 Alternate and Additional Deeming Rates (RFT Core)

Note to drafters: If the Commonwealth wishes to specify alternate and/or additional deeming rates to those included in the ACE Measurement Rules, then include those rates within the following table and provide any additional explanation, if required. Otherwise, the deeming rates within the ACE Measurement Rules will still apply and the first note to tenderers can be deleted.

Note to tenderers: Table B-2 may be pre-populated by the Commonwealth with alternative and/or additional deeming rates, if it is considered that deeming rates other than those listed in the ACE Measurement Rules should be applied to the proposed Contract.

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-12, and any negotiated adjustments.

6.2.1 Table B-2 below specifies alternate or additional Subcontract categories, thresholds and deemed ACE and ICE percentages for the purposes of the application of paragraph 3 of the ACE Measurement Rules.

ATTACHMENT B

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 %...)

6.2.2 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 in accordance with Table B-3, as follows:

Table B-3: Deeming Rates for Indirect Costs

Entity Name	Deemed ACE percentage	Deemed ICE% percentage
(… INSERT CONTRACTOR NAME …)	(…INSERT %...)	(…INSERT %...)
(… INSERT SUBCONTRACTOR NAME …)	(…INSERT %...)	(…INSERT %...)

6.3 Annual ACE Value (Core)

Note to tenderers: The Annual ACE Value table for any resultant contract will be based on the successful tenderer's response to Table D-1 of TDR D.

6.3.1 Table B-4 sets out the annual (or other) pricing periods and the Annual ACE Value in respect of each pricing period to be achieved by the Contractor.

Table B-4: Annual ACE Value

(…INSERT the Annual ACE Value table including table notes…)

7 PERFORMANCE ASSESSMENT AND PERFORMANCE PAYMENTS (OPTIONAL)

7.1 Assessment of Performance and Calculation of Performance Payments

7.1.1 Annex E describes the performance assessment process and the method for calculating Performance Payments.

ANNEX E TO ATTACHMENT B

PERFORMANCE ASSESSMENT AND PERFORMANCE PAYMENTS (OPTIONAL)

Note to drafters: This annex allows a Performance Based Contracting (PBC) methodology to be applied to any resultant Contract. The PBC element operates by adjusting the payments for Recurring Services Fees in response to Contractor performance, as measured by KPIs. If any resultant Contract will not be a PBC, this annex and related clauses (eg, clause 6.3 and 6.4 of the COC) are to be deleted or replaced with 'Not used', as appropriate.

For further information on the use of PBC clauses, refer to the ASDEFCON (Support Short) PBC Guide. For advice on preparing a PBC and drafting KPIs, contact the PBC Directorate.

1. OBJECTIVES

1.1 The Contractor acknowledges that the objective of performance assessment and the Performance Payments is to maximise the useable benefits of the Services for the Defence organisations that are the end customers of the Services.

1.2 This annex defines:

a. the performance assessment process, which measures and assesses the Contractor's performance using Key Performance Indicators (KPIs); and

b. the method for calculating the Performance Payments.

2. KEY PERFORMANCE INDICATORS

2.1 The KPIs applicable to the Contract are:

Note to drafters: Replace the following KPI examples and amend the following subclauses to appropriately describe the Contract-specific KPIs.

a. KPI-1: Mean Turn-Around Time for Repairable Items; and

b. KPI-2: Order Response Time for Non-Repairable Items.

Note to drafters: The KPI definitions below need to be drafted to suit the individual Contract. Selected KPIs need to be suitable measures of the Services, particularly in respect of the Contractor having sufficient control and responsibility for the required outcomes. KPI definitions need to identify the methods, timing (eg, daily or per event), and the data collection systems required to measure the Service outcomes measured by those KPIs.

Note that if a KPI for Non-RIs does not apply to all Non-RIs, then the applicable Stock Items need to be identified, usually by a specific column within the table in SOW Annex A, section 2.

2.2 **KPI-1: [...INSERT KPI NAME...]** is defined as **[...INSERT DESCRIPTION...]**.

2.3 The parameters and measurement data used to determine the Contractor's Achieved Performance against KPI-1 shall be measured **[...INSERT REQUIREMENT, EG AS THE AVERAGE RI REPAIR TIME FROM THE (TIME SUBMITTED FOR REPAIR) UNTIL (FINISH). PERFORMANCE IS MEASURED FOR TWO DEMAND PRIORITIES...]**.

2.4 The Contractor's Achieved Performance for KPI-1, for the Review Period, shall be calculated as **[...INSERT CALCULATION FOR FULL REVIEW PERIOD, EG, "the (mean) average result for all events that were completed during the Review Period (including for any demands placed before the start of the Review Period)" ...]**.

2.5 The Required Performance Level for KPI-1 is **[...INSERT REQUIRED PERFORMANCE LEVEL AND UNIT OF MEASURE...]**.

2.6 **KPI-2: [...INSERT KPI NAME...]** is defined as **[...INSERT DESCRIPTION...]**.

2.7 The parameters and measurement data used to determine the Contractor's Achieved Performance against KPI-2 shall be measured **[...INSERT REQUIREMENT, EG THE AVERAGE FOR ALL DEMANDS PLACED FOR NON-RIS FROM (START) TO (FINISH)...]**.

2.8 The Contractor's Achieved Performance for KPI-2, for the Review Period, shall be calculated as **[...INSERT CALCULATION FOR FULL REVIEW PERIOD ...]**.

2.9 The Required Performance Level for KPI-2 is **[...INSERT REQUIRED PERFORMANCE LEVEL AND UNIT OF MEASURE...]**.

ANNEX E TO ATTACHMENT B

3. PERFORMANCE MEASUREMENT AND REPORTING

3.1 The Review Periods, over which time the KPI(s) are measured and assessed, shall be the reporting periods for the Services Summary Report, as required by clause 3.2 of the SOW.

3.2 The first Review Period shall be concurrent with reporting period for the second Services Summary Report or as otherwise notified, in writing, by the Commonwealth Representative.

3.3 The performance results achieved against the KPI(s), including the Achieved Performance and the Adjusted Performance Score for each KPI, shall be reported in the Performance Measurement Report (within the Services Summary Report) and delivered in accordance with clause 3.2 of the SOW.

3.4 The Contractor shall, upon request, provide the Commonwealth Representative with all supporting information required to verify the performance results reported against the KPI(s).

4. ADJUSTED PERFORMANCE SCORES

4.1 The Adjusted Performance Score (APS) for each KPI shall be determined from the Achieved Performance for the KPI (as reported and verified in accordance with clause 2.9) for the Review Period, in accordance with the following look-up tables:

Note to drafters: Replace the following examples with look-up tables appropriate to the Contract's KPIs. Refer to the PBC Directorate for assistance in developing look-up tables.

Note: In Table B-E1, the APS is located at the intersection of the column and row for the Achieved Performance results from high and routine priority demands, respectively.

Table B-E1: KPI-1 [...INSERT KPI NAME...] Adjusted Performance Scores

		Average turn-around time for high priority demands (days)										
		>12	≤12	≤11	≤10	≤9	≤8	≤7	≤6	≤5	≤4	≤3
Average turn-around time for routine priority demands (days)	>15	0%	11%	22%	34%	45%	56%	59%	62%	64%	67%	70%
	≤15	5%	16%	27%	38%	50%	61%	64%	66%	69%	72%	75%
	≤14	10%	21%	32%	43%	54%	66%	68%	71%	74%	77%	80%
	≤13	14%	26%	37%	48%	59%	70%	73%	76%	79%	82%	84%
	≤12	19%	30%	42%	53%	64%	75%	78%	81%	84%	86%	89%
	≤11	24%	35%	46%	58%	69%	80%	83%	86%	88%	91%	94%
	≤10	25%	36%	48%	59%	70%	81%	84%	87%	90%	92%	95%
	≤9	26%	38%	49%	60%	71%	82%	85%	88%	91%	94%	96%
	≤8	28%	39%	50%	61%	72%	84%	86%	89%	92%	95%	98%
	≤7	29%	40%	51%	62%	74%	85%	88%	90%	93%	96%	99%
	≤6	30%	41%	52%	64%	75%	86%	89%	92%	94%	97%	100%

ANNEX E TO ATTACHMENT B

Note: In Table B-E2, the APS appears in the cell directly below the Achieved Performance result.

Table B-E2: KPI-2 [...INSERT KPI NAME...] Adjusted Performance Scores

KPI-2 Achieved Performance (days):	≥10	<10	<8	<6	<4	<3.5	<3	<2.5	≤2
Adjusted Performance Score:	0	20	40	60	80	85	90	95	100

Note to drafters: Amend the following note to use values from the tailored tables above.

Note: As an example, an Achieved Performance (average order response time) of more than 2.5 days but less than 3 days, for KPI-2 for a Review Period, results in an APS of 90%.

5. PERFORMANCE PAYMENTS

Note to drafters: The Performance Payment is a portion of the Recurring Services Fee that may be fully earned, partially earned, or forfeit, in response to Contractor performance. Refer to the ASDEFCON (Support Short) PBC Guide for guidance when tailoring the following clauses.

5.1 The *maximum performance payment amount* is **[...INSERT PERCENTAGE, EG ten percent (10%)...]** of the Recurring Services Fee (refer Annex A to Attachment B) for the applicable Review Period, representing the portion that is placed at-risk and either fully earned or reduced relative to the Contractor's performance in providing Services that are measured by KPIs over the Review Period.

5.2 The *maximum performance payment amount* (in dollars) as determined under clause 5.1, for the applicable Review Period, is allocated against each KPI as follows (*KPI maximum payments*):

Note to drafters: Allocation of percentages to KPIs in the following clauses provides a method for weighting the value of performance against each KPI. If all KPIs are of equal importance, the percentage amounts should be the same. Delete or add KPIs as applicable to the draft Contract. The percentages in the following subclauses must sum to 100%.

a. *KPI-1 maximum payment* = **[...INSERT PERCENTAGE, EG sixty percent (60%)...]** of the *maximum performance payment amount; and*

b. *KPI-2 maximum payment* = **[...INSERT PERCENTAGE, EG forty percent (40%)...]** of the *maximum performance payment amount.*

5.3 A Performance Payment in respect of each KPI, for a Review Period, is to be calculated in accordance with the following formula:

$$P = A \times B$$

where:

P is the Performance Payment for the KPI for the Review Period;

A is the *APS* for the KPI for the Review Period, from clause 4; and

B is the applicable *KPI maximum payment*, from clause 5.2.

5.4 For a Review Period, the Contractor shall be entitled to all of, or a portion of, the *maximum performance payment amount*, being the sum of the Performance Payments in respect of each KPI for that Review Period.

5.5 Within 10 Working Days after receipt of the Services Summary Report, and any supporting information provided in accordance with clause 3, the Commonwealth shall determine the amount of Performance Payments for the Review Period.

5.6 To avoid doubt, Performance Payments are not calculated for any period of the Contract prior to the first Review Period and, subject to the other provisions of the Contract, the Contractor will be entitled to the full Recurring Services Fee applicable prior to the first Review Period.

ANNEX E TO ATTACHMENT B

6. PROVISIONAL PAYMENTS (OPTIONAL)

Note to drafters: If each Review Period is two months or more, then provisional payments are to be paid to the Contractor. If not required (ie, Review Periods are one month only), the following clauses may be replaced by a single 'Not used'. Refer to the ASDEFCON (Support Short) PBC Guide for further information.

6.1 Unless a payment is adjusted in accordance with clause 6.3 or otherwise under the Contract, the Contractor shall be entitled to make a claim for payment each month for a provisional payment of a pro rata portion of the *maximum performance payment amount* for the Review Period (as specified in clause 5.1), on account of the Contractor's potential entitlement to a Performance Payment for that Review Period.

6.2 Following each Review Period, and review by the Commonwealth of the Services Summary Report, and any supporting information required, the Commonwealth shall calculate and notify the Contractor of the Contractor's entitlement to a Performance Payment for the Review Period in accordance with clause 5.3, and if the Performance Payments for all KPIs is:

a. more than the sum of the provisional payments made under clause 6.1, then the Contractor is entitled to submit a claim for the amount of the difference; or

b. less than the sum of the provisional payments made under clause 6.1, then the amount of the difference shall be a debt owed by the Contractor to the Commonwealth, which the Commonwealth may elect to recover in accordance with clause 13.6 of the COC.

6.3 When the Performance Payment is to reduce, as determined in accordance with clause 6.2, the Commonwealth Representative may notify the Contractor that:

a. the invoice for the last month of the Review Period is to be adjusted to account for any reduction to the Performance Payment; or

b. to facilitate prompt payment, the Commonwealth will pay a provisional payment for the last month of a Review Period and that that the Performance Payment reduction is to be deducted from a subsequent claim.

6.4 No amount shall be owing to the Commonwealth under clause 6.2 until the Commonwealth elects to recover the amount under clause 6.3 above or clause 13.6 of the COC.

7. SUSPENSION OF THE PERFORMANCE ASSESSMENT OF A KPI (CORE)

7.1 The Commonwealth Representative may notify the Contractor that the assessment of the Contractor's performance, against one or more KPIs, will be suspended for a Review Period or part of a Review Period.

7.2 Unless otherwise notified by the Commonwealth Representative, the Contractor shall be entitled to claim the *KPI maximum payment* amount (as specified in clause 5.2) attributable to a KPI for the duration of the suspension of assessment of that KPI in accordance with clause 7.1.

7.3 If the Commonwealth Representative suspends a requirement to assess a KPI for a given period, the Contractor shall continue to measure and report against any KPI that is time-based (eg, measures a response, delivery or turn-around time) during that period, unless otherwise notified by the Commonwealth Representative.

ATTACHMENT C

GLOSSARY (CORE)

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

All acronyms, abbreviations, definitions and referenced documents (if included in definitions), should be reviewed for currency prior to both the RFT release and the Effective Date.

1. ACRONYMS AND ABBREVIATIONS

Abbreviation	Description
ABN	Australian Business Number
ACE	Australian Contract Expenditure
ACM	Asbestos Containing Material
ACIP	Approved Contractor Insurance Program
ADF	Australian Defence Force
AFD	Application for a Deviation
AIA	Australian Industry Activity
AIC	Australian Industry Capability
ANZ	Australia and New Zealand
APS	Adjusted Performance Score
ASD	Australian Signals Directorate
CAATE	Commonwealth-Authorised Annual Technical Effort
CASG	Capability Acquisition and Sustainment Group
CASR	Commonwealth Assets Stocktaking Report
CAGE	see NCAGE
CCB	Configuration Control Board
CCP	Contract Change Proposal
CI	Configuration Item
CM	Configuration Management
CMCA	Contractor Managed Commonwealth Assets
COC	Conditions of Contract
COMSEC	Communications Security
CPR	Contract Performance Review
CPRs	Commonwealth Procurement Rules – July 2024
CSA	Configuration Status Accounting
CSR	Contract Status Report
CWBS	Contract Work Breakdown Structure
DID	Data Item Description
DISP	Defence Industry Security Program
DPN	Defence Protected Network
DSM	Defence Stocktake Manual
DSPF	Defence Security Principles Framework

Abbreviation	Description
EAM	Enterprise Asset Management (ERP work stream)
ECP	Engineering Change Proposal
ERP	Enterprise Resource Planning (or Defence ERP Solution)
FBL	Functional Baseline
G&A	General and Administrative
GFD	Government Furnished Data
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Material
GFS	Government Furnished Services
GFS(IT)	Government Furnished Services (Information Technology)
GST	Goods and Services Tax
ICE	Imported Contract Expenditure
IP	Intellectual Property
ISM	Information Security Manual
KPI	Key Performance Indicator
LCAM	Logistics Compliance and Assurance Manual
MEC	Multiple Entry Consolidated
MMP	Maintenance Management Plan
NATA	National Association of Testing Authorities
NCAGE	NATO Commercial And Government Entity
Non-RI	Non-Repairable Item
NTE	Not To Exceed
NZBN	New Zealand Business Number
ODC	Other Direct Cost
OEM	Original Equipment Manufacturer
QMS	Quality Management System
PBL	Product Baseline
PEPPOL	Pan-European Public Procurement On-Line

ATTACHMENT C

Abbreviation	Description
PT PCP	***Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.*** Payment Times Procurement Connected Policy
RAAF	Royal Australian Air Force
RAN	Royal Australian Navy
RI	Repairable Item
S&Q	Survey and Quote
S&TE	Support and Test Equipment
SAC	Supplies Acceptance Certificate
SCCG	Security Classification and Categorisation Guide

Abbreviation	Description
SCM	Supply Chain Management (ERP work stream)
SDS	Safety Data Sheet
SME	Small to Medium Enterprise
SOW	Statement of Work
SPTSPW	Support Short Pricing Workbook
SSMP	Support Services Management Plan
STR	Statement of Tax Record
TD	Technical Data
TDL	Technical Data List
TDSR	Technical Data and Software Rights
WHS	Work Health and Safety

2. DEFINITIONS

2.1 In the Contract, unless the contrary intention appears, words, abbreviations and acronyms have the meaning given to them in this Glossary or in the Details Schedule.

Term	Status	Definition
Acceptance	(Core)	means acceptance of Deliverables delivered in the course of providing the Services in accordance with clause 6.5 of the COC, signified by the Commonwealth Representative's signature (or by an Authorised Person's signature) of the SAC; and 'Accept' has a corresponding meaning.
ACE Measurement Rules	(Optional)	means the referenced document titled *'Australian Contract Expenditure Measurement Rules'*, which defines the methods to be applied to determine the values for ACE and ICE for the Contract.
Achieved Performance	(Optional)	for a KPI for a Review Period, means a number representing the Contractor's performance against the KPI in the Review Period, as determined in accordance with Annex E to Attachment B.
Adjusted Performance Score	(Optional)	for a KPI for a Review Period, means the percentage score determined, in accordance with Annex E to Attachment B, as the Contractor's Adjusted Performance Score, representing the relative value of the Achieved Performance to the Commonwealth.
Adjustment Date	(Core)	means: a. in respect of the first application of the formula in clause 5.2 of Attachment B, 1 July immediately following the Effective Date; and b. in respect of any subsequent application of the formula in clause 5.2 of Attachment B, each anniversary of the date referred to in paragraph a. ***Note to drafters: This definition is drafted on the assumption that the Adjustment Dates will align with financial years, but it may be amended to suit the individual draft contract. If the preference is to align the Adjustment Dates with each anniversary of the Effective Date then this definition could be replaced with the following:*** ***means each anniversary of the Effective Date.***
Adjustment Note	(Core)	has the same meaning as in the GST Act.
Adjustment Payment	(Core)	has the meaning given by clause 7.3.4 of the COC.
Aeronautical Stock Item	(Core)	means aircraft or aircraft related equipment including missiles, propulsion units, safety and survival equipment, and/or the components, accessories and materials required to maintain those items; ground communications, radar and navigation equipment and components necessary for the efficient and safe control and operation of an aircraft, missile or propulsion unit; support equipment, including aircraft simulators and training devices, automated test equipment and breakdown spares.
AIA Schedule	(Optional)	means the AIA Schedule within Attachment K.
AIC Obligations	(Optional)	means the obligations under the Contract relating to AIC, as described under clause 4.2 of the COC.

ATTACHMENT C

Term	Status	Definition
AIC Schedule	(Optional)	means the AIC Schedule within Attachment K.
Allowable Costs	(Core)	means a cost incurred by the Contractor that is an allowable cost in accordance with the meaning in the Defence Cost Principles.
Annual ACE Value	(Core)	means the value identified in Table B-4 of Attachment B as the value of ACE to be achieved for Recurring Services in an applicable year (or other period for pricing of the Recurring Services Fee).
Application for a Deviation	(Core)	means an Application for a Deviation in the form of the annex to DID-PM-MGT-AFD.
Approval	(Core)	a. for a data item, has the meaning given by clause 2.3 of the SOW; and 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. Approval in either case does not constitute Acceptance; and 'Approve' and 'Approved' has a corresponding meaning.
Approved Subcontractor	(Core)	means a Subcontractor listed in Attachment I or the Approved Subcontractor section of an S&Q Order; and 'Approved Subcontract' means a contract between the Contractor and an Approved Subcontractor.
Approved Substance	(Core)	means a Problematic Substance that is: a. specified for use by the Commonwealth in writing, including a Problematic Substance used for a purpose(s) stated in Technical Data that has been specified by the Commonwealth for use in providing the Services; b. Approved and used for the purpose(s) specified in an Approved Application for a Deviation; or c. Approved and used for the purpose specified in the Approved SSMP.
Asbestos Containing Material	(Core)	has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth).
Assets Register	(Core)	means the log used by the Contractor for recording Contractor Managed Commonwealth Assets.
Associated Parties	(Core)	means other entities (including other contractors and Commonwealth organisations) performing activities related to the Products, the Services, the parent system or platform (if applicable), or otherwise having a connection with the Services.
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	(Optional)	has the meaning given in paragraph 2.2 of the ACE Measurement Rules.

Term	Status	Definition
Australian Entity	(Optional)	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 through employment and the conduct of business operations in Australia or New Zealand.
Australian Industry	(Optional)	means Australian Entities that perform work in Australia or New Zealand.
Australian Industry Activity	(Optional)	means an activity identified as an Australian Industry Activity in Attachment K.
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 Privacy Principles	(Core)	has the same meaning as in the *Privacy Act 1988* (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 provision of Services or the performance of the Contract.
Authorised Person	(Core)	means a person who is delegated a function or authorised to carry out a function on behalf of the Commonwealth Representative in accordance with the Contract.
Beyond Economic Repair	(Optional)	means the categorisation given to an unserviceable Product when the cost of repairing the Product outweighs the cost of buying a replacement Product.
Beyond Physical Repair	(Optional)	means the categorisation given to an unserviceable Product when it cannot physically be repaired (eg, due to damage).
Cannibalisation	(Optional)	means the removal of a serviceable item from one system or high-level spare, in order to use that item to make another system available to undertake operations; and 'Cannibalise' has a corresponding meaning.
Capability	(Core)	***Note to drafters: Insert the applicable Capability name where indicated. Amend the following definition if there is no Mission System included at Annex A to the SOW. Instead, replace the term 'Mission System' with the actual higher-level systems or equipment to which the Products being supported relate.*** means the **[…INSERT NAME…]** Capability. Capability is the power to achieve a desired operational effect in a nominated environment within a specified time and to sustain that effect for a designated period. For the **[…INSERT NAME…]** Capability, this is achieved through the employment of the Mission System(s), the Support System, and other inputs provided by Defence.

Term	Status	Definition
Certification	(Core)	a. for clause 10 of the SOW, has the meaning given by clause 10.1.2 of the SOW. 'Certified' has a corresponding meaning; and b. in relation to the certification of Products, means the end result of a process, which formally examines and documents compliance of a Product against predefined standards, to the satisfaction of the certificating authority.
Change of Control	(Core)	means: 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 *Circuit Layouts Act 1989* (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).
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 or service 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 or use the service), but does not include an item created, manufactured or produced by the Contractor or a Related Body Corporate of the Contractor.
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.

Term	Status	Definition
Commonwealth-authorised Annual Technical Effort or CAATE	(Optional)	has the meaning given by clause 5.1.2 of the SOW.
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: a. Attachment G; or b. the GFM section of a S&Q Order.
Commonwealth Officer	(Core)	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 Personnel	(Core)	means any 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: a. an area of land or any other place (whether or not it is 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)	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 Supplier Code of Conduct	(Core)	means the Commonwealth Supplier Code of Conduct, as amended from time to time.
Confidential Information	(Core)	means information (whether or not owned by the Commonwealth) that meets all of the following criteria:

Term	Status	Definition
		a. is specifically identified at Attachment E or in the Confidential Information section of an S&Q Order; b. is commercially sensitive (not generally known or ascertainable); c. the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and d. was provided with an express understanding that it would remain confidential, but does not include information which: e. is or becomes public knowledge other than by breach of the Contract; f. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or g. has been independently developed or acquired by the receiving party.
Configuration Audit	(Optional)	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')	(Optional)	means: 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; 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; c. in the context of Configuration Management documents, the currently approved and released configuration documentation; and d. in the context of a Software Product, a released set of files comprising a Software version and associated configuration documentation.
Configuration Control	(Optional)	means: 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 b. in the context of a Product, the Configuration Management activity concerning: the systematic proposal, justification, evaluation, co-ordination, and disposition of proposed changes; and the implementation of all approved and released changes into: (i) the applicable configurations of a Product; (ii) associated Product information; and (iii) supporting and interfacing Products and their associated information.

Term	Status	Definition
Configuration Identification	(Optional)	means: 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 Configuration Management activity, the systematic process of selecting the Product attributes, organising associated information about the attributes, and stating the attributes. This Configuration Management activity encompasses the: (i) selection of Configuration Items; (ii) determination of the types of configuration documentation required for each Configuration Item; (iii) issuance of numbers and other identifiers affixed to the Configuration Items and to the technical documentation that defines the Configuration Item's configuration; and (iv) release of Configuration Items and their associated configuration documentation, and establishment of Configuration Baselines for Configuration Items.
Configuration Item	(Optional)	means an aggregation of hardware/Software (or any of its discrete proportions), which satisfies an end item use function and is designated for Configuration Management.
Configuration Management or CM	(Optional)	means a 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	(Optional)	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 MEC group as those terms are defined in section 995-1 of the *Income Tax Assessment Act 1997* (Cth).
Consumable	(Optional)	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.
Contract	(Core)	means the COC (including the Details Schedule), the Attachments including the SOW, any S&Q Order and any document expressly incorporated as part of the Contract.
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 Performance Review	(Core)	means a review conducted in accordance with clause 3.3 of the SOW.

Term	Status	Definition
Contractor Default	(Core)	means a Default in relation to the Contract by the Contractor or Contractor Personnel.
Contractor Managed Commonwealth Asset or CMCA	(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. means any item of goods owned by the Commonwealth in the care, custody or control of the Contractor, its officers, employees, agents or Subcontractors and may include, but is not limited to, GFM, assets stored as spares, assets under repair, or assets loaned to the Contractor.
Contractor Personnel	(Core)	means each of the following: 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: a. premises owned by the Contractor, a Related Body Corporate of the Contractor or a Subcontractor; and b. premises: (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.
Control	(Core)	means, in relation to the Contractor or the Guarantor, any of the following: 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 the votes at the meeting of the board of directors of the Contractor or the Guarantor; or 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 *Corporations Act 2001* (Cth).
Copyright	(Core)	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.

Term	Status	Definition
Corrective Maintenance	(Optional)	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. With respect to Software, means reactive modification of a Software product after delivery to correct discovered problems.
Correctly Rendered Invoice	(Optional)	***Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.*** for the purposes of clause 11.9.12 of the COC, means an invoice which is: 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.
Cybersecurity	(Optional)	has the meaning given in the Australian Government Information Security Manual (ISM).
Dangerous Goods	(Core)	has the meaning given in the Australian Code for the Transport of Dangerous Goods by Road and Rail (as amended from time to time).
day	(Core)	means a calendar day.
Default	(Core)	means any of the following: 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: (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. 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. A breach of a general law duty or an applicable law by Contractor Personnel is taken to be a Default of the Contractor.
Default Notice	(Core)	means a notice given to the Contractor requiring the Contractor to remedy a Default within the period specified in the notice.
Defect	(Core)	means: a. in respect of a Product or Deliverable, any fault, defect, damage, omission or deficiency in design, materials, workmanship or quality (other than fair wear and tear), which:

Term	Status	Definition
		(i) results in the Product or Deliverable not conforming to a requirement of this Contract or applicable legislation or recognised standards of practice; or (ii) renders the Product or Deliverable unfit for its intended use; and b. in respect of any other Service, the provision of the Service otherwise than in accordance with this Contract, applicable legislation or recognised standards of practice.
Defence	(Core)	means the Department of Defence and/or the Australian Defence Force.
Defence Cost Principles	(Core)	means the referenced document titled '*Defence Cost Principles*', which provides a framework to deliver greater understanding and clarity regarding how costs may be attributed to Defence Contracts A copy of the Defence Cost Principles is available from: https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance
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 *Defence Act 1903* (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 Service Provider	(Core)	means a person, other than Defence Personnel, involved in Defence work or engaged by Defence.
Deliverable(s)	(Core)	means any service, information (including Technical Data and Contract Material), document (including reports, manuals, designs, drawings and the like), hardware, Software or other thing, which is, or is required by the Contract to be, delivered or provided by the Contractor or its agents to the Commonwealth or its agents in the course of the performance of the Services.
Demand	(Optional)	means an authorised request from the Commonwealth for the supply of a Stock Item by the Contractor.
Deviation	(Optional)	means written authorisation to depart from the originally specified requirements for a Product. An Application for a Deviation is submitted before the event, when a condition is identified as not being able to be achieved, such as any of the following: a. test requirement; b. process requirement; c. material requirement (eg, a variance); and d. quality system requirement.

Term	Status	Definition
Direct Cost	(Core)	means a cost incurred by the Contractor that is a direct cost in accordance with the meaning in the Defence Cost Principles.
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)	includes: 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.
Engineering Change Proposal	(Optional)	means a formal written proposal by the Commonwealth or the Contractor, prepared in accordance with the terms of the Contract, to vary the specific requirements of an article, either delivered or to be delivered, which will require revision of any of the following: a. the Configuration Baseline; b. the engineering drawings; and c. any document referenced from the documents identified in either paragraph a or b.
Engineering Services	(Optional)	means those Services associated with performing activities of an engineering nature, including design management, technical-integrity management, Configuration Management and Software support, as well as the management of these engineering activities.
Engineering Support	(Optional)	means the organisation of hardware, Software, materiel, facilities, personnel, processes and Technical Data needed to enable Engineering Services to be competently provided for a Materiel System throughout its life.
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; or 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.
Export Approval	(Core)	means an export licence, agreement, approval or other documented authority (however described) relating to export, required from the

Term	Status	Definition
		relevant authority in the country of origin and necessary for the provision of the Services.
Extension Notice	(Core)	means a notice in the form of Annex B to Attachment F.
Failure	(Optional)	means the inability of a system or component to perform its required functions within specified performance requirements.
Free and Open Source Software	(Core)	means Software that: 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, and includes open source Software, public domain Software, shareware, community source Software and freeware.
Functional Baseline	(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.
General Interest Charge	(Core)	means the Australian Taxation Office sourced rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) expressed as a decimal rate per day.
Goods and Services Tax	(Core)	has the same meaning as in the GST Act.
Governing Security Documents	(Optional)	***Note to drafters: Amend the following definition to suit the security requirements of the Contract. This definition is critical to the successful operation of the security provisions of the SOW, and particular attention is drawn to clause 5.8 of the SOW. Do not include commercial standards within this definition. If the scope of system security is to be expanded, refer to the ASDEFCON (Support) template for additional documents.*** means the following documents applicable to the security provisions of the SOW: 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); and e. the Security Classification and Categorisation Guide (SCCG) at Attachment H.
Government Furnished Data or GFD	(Optional)	means the Technical Data and other documentation provided by the Commonwealth to the Contractor to enable or assist in the performance of the Contract and which, under the terms of the Contract, the Commonwealth Representative has represented as being fit for its intended purpose. GFD is identified as Government Furnished Data in: a. Annex A to Attachment G; and b. as applicable, the GFM section of an S&Q Order.

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Government Furnished Equipment or GFE	(Optional)	means equipment including Software, provided by the Commonwealth to the Contractor to enable or otherwise assist in the performance of the Contract and which, under the terms of the Contract, the Commonwealth Representative has represented as being serviceable for use. GFE is identified as Government Furnished Equipment in: a. Annex A to Attachment G; and b. as applicable, the GFM section of an S&Q Order.
Government Furnished Information or GFI	(Optional)	means Technical Data and other documentation provided by the Commonwealth to the Contractor on the basis that it may assist in the performance of the Contract. For clarity, the Commonwealth Representative does not represent that GFI is free from Defects or fully aligned to the specific needs of the Contract, and the Contractor is to assess the suitability of the GFI and remains responsible for the outcomes resulting from its use. GFI is identified as Government Furnished Information in: a. Annex A to Attachment G; and b. as applicable, the GFM section of an S&Q Order.
Government Furnished Material or GFM	(Optional)	is the collective name for the GFE, GFD and GFI identified in: a. Annex A to Attachment E; and b. as applicable, the GFM section of an S&Q Order.
Government Furnished Services or GFS	(Optional)	means services provided by the Commonwealth to the Contractor to enable or otherwise assist in the performance of the Contract and which, subject to the terms of the Contract, the Commonwealth represents as being fit for its intended purpose. GFS is identified in: a. Annex B to Attachment E; and b. as applicable, the GFS section of an S&Q Order.
Government Furnished Services (Information Technology) or GFS(IT)	(Optional)	means GFS that requires the use of a Defence information system, such as data management system or other Software application hosted on a Defence information network.
GST Act	(Core)	means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
GST Group	(Optional)	means a GST group formed in accordance with Division 48 of the GST Act.
Guaranteed Agreement	(Optional)	***Note to drafters: Include this if optional clause 7.8.2 is used in the COC.*** means an agreement listed at Attachment 1 to the Master Deed of Guarantee and Indemnity.
Guarantor	(Core)	means the guarantor (if any) specified in the Deed of Guarantee and Indemnity, as identified in Item 9 of the Contract Details.

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Hazardous Chemical	(Core)	has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (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 Contract Expenditure or ICE	(Optional)	has the meaning given in paragraph 2.3 of the ACE Measurement Rules.
Industrial Capability	(Optional)	means the ability, resulting from the employment of business, commercial and industry resources, to provide particular goods and/or services. An industrial capability is one that is not only able to provide the goods and services when needed, but it is also sustainable over the period that the industrial capability may be required. 'Industrial Capabilities' has a corresponding meaning.
Insolvency Event	(Core)	means, in respect of a person, any of the following: 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, 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; and h. any analogous event under the law of any applicable jurisdiction.
Intellectual Property or IP	(Core)	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

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		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 Performance Indicator	(Optional)	means a performance measure specified at Annex E to Attachment B as a KPI, being a measure that is used to determine the Contractor's entitlement to Performance Payments.
Key Person	(Optional)	means a person filling a Key Staff Position.
Key Staff Position	(Optional)	means a position that requires a person with highly specialised skills or such capabilities that are crucial to the success of the Contract, as identified in accordance with COC clause 3.8.
Latent Defect	(Optional)	means a Defect that: a. was not discoverable by reasonable test, inspection or other methods of assurance before Acceptance of the Products, Deliverables or Services; and b. other than in relation to Software, falls outside the incidence of random failures to be expected of the Products, Deliverables or Services of the relevant kind.
Licence	(Core)	means a non-exclusive licence of IP in respect of TD, Software or Contract 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; b. cannot be revoked or terminated by the licensor for any reason except on 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 Contract Material.
Local Business	(Core)	***Note to tenderers: This definition will be included from the successful tenderer's response to TDR G.***
Loss	(Core)	means any liability, loss (including economic loss), damage, compensation, costs and expenses.
Maintenance	(Optional)	means all actions taken to retain material in, or restore it to, a specified condition or to restore it to serviceability; and 'Maintain' has a corresponding meaning. It includes inspection, condition monitoring, servicing, repair, overhaul, testing, calibration, rebuilding, reclamation, upgrades, modification, recovery, classification and the salvage of technical equipment. Maintenance includes both Corrective Maintenance and Preventive Maintenance.
Maintenance Management System	(Optional)	means the logistic information management system that is used for managing the provision and performance of Maintenance Services. There may be more than one Maintenance Management System used under the Contract (eg, Commonwealth-provided system and Contractor system).
Maintenance Services	(Optional)	means those Services associated with performing Maintenance, including the management of Maintenance activities.

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Maintenance Support	(Optional)	means the organisation of hardware, Software, materiel, facilities, personnel, processes, and Technical Data needed to enable Maintenance Services to be competently provided for a Materiel System throughout its life.
Major Change	(Optional)	***Note to drafters: If this definition is required, amend it prior to RFT release to suit the requirements of the Contract, particularly in relation to the Products at Annex A to the SOW.*** means an engineering change that: a. contains an engineering design for which the impact assessment is classified as significant in relation to the technical risk introduced by the implementation of the design; b. affects the FBL of the Mission System(s) and/or of an item of Commonwealth-owned equipment; c. affects the payments to be provided under the Contract; d. affects any Key Performance Indicators (KPIs) included in the Contract; e. results in significant retrofit action, particularly in relation to installed systems; f. with respect to Software, any change that involves Adaptive Maintenance or Perfective Maintenance (but, for clarity, not Corrective Maintenance, except where otherwise may be determined in accordance with paragraphs a or g); g. 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: (i) the operational or performance characteristics of the Materiel System, including in relation to safety, security, survivability, reliability, maintainability, availability and supportability; (ii) the ability to meet schedule requirements (eg, for a ship availability); (iii) Government Furnished Equipment (GFE); (iv) Interface Control Documents or specified interoperability with interfacing CIs, support equipment or support software, spares, trainers or training devices, equipment or software; (v) the content of operating instructions, maintenance documentation or other Technical Data (TD), other than those classified as Minor Changes; (vi) interchangeability or replaceability as applied to CIs, and to all subassemblies and parts except the pieces and parts of non-repairable subassemblies; (vii) sources of CIs or Repairable Items at any level defined by source-control drawings; and (viii) skills, personnel numbers, training, biomedical factors or human-engineering design.
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

Term	Status	Definition
		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.
Master Deed of Guarantee and Indemnity	(Optional)	***Note to drafters: Include this if optional clause 7.8.2 is used in the COC. Contact the ASDEFCON and Contracting Initiatives Team at procurement.asdefcon@defence.gov.au for information on the relevant Master Deed of Guarantee and Indemnity.*** means the **[…INSERT NAME OF THE DEED…]** between the Commonwealth and the Guarantor dated **[…INSERT DATE…]**.
Material Requirements Planning	(Optional)	means the process which establishes the quantity of Stock to be procured, and comprises the assessment, requirement computation, and procurement determination based on historical use/consumption data.
Materiel System	(Core)	means a Mission System combined with its Support System.
Milestone	(Core)	in the context of S&Q Services, means a Milestone set out in the relevant S&Q Order.
Minor Change	(Optional)	***Note to drafters: If this definition is required, amend it prior to RFT release to suit the requirements of the Contract, particularly in relation to the Products at Annex A to the SOW.*** means an engineering change that does not meet the criteria for a Major Change and that: a. changes a Baseline; 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 supported materiel's form, fit, function, physical performance, logistic or maintenance support arrangements, and include amendments such as: (i) typographic errors; (ii) grammatical errors; (iii) misspellings; (iv)incorrect page numbering; (v) incorrect nomenclature; and (vi) incorrect contact information.
Mission System	(Core)	***Note to drafters: This definition should be tailored to suit the context of the draft Contract.*** means a system that directly performs an operational function, such as a ship, tank, aircraft or communications system. The relationships between a Mission System and the Products may differ, depending upon the nature of each Product being supported under the Contract. For example, a Product may: a. be a Mission System (eg, a truck or car); b. form part of a Mission System (eg, a spare);

Term	Status	Definition
		c. form part of a larger system-of-systems that comprises multiple Mission Systems (eg, a radio that forms part of a larger communications system-of-systems); or d. be used in the support of a Mission System (ie, as part of the Support System for that Mission System).
Modification Order	(Optional)	means the documentation that provides the means by which an approved configuration change resulting from an ECP process is incorporated into a Product.
month	(Core)	means a calendar month.
Moral Rights	(Core)	means: a. a right of attribution of authorship; b. a right not to have authorship falsely attributed; or c. a right of integrity of authorship.
Non-Repairable Item	(Core)	means a Stock Item which: a. is a Consumable; b. loses its original identity during periods of use by being incorporated into or attachment upon another assembly; or c. as a result of wear and tear, cannot be reconditioned because its design does not make it possible or its actual value does not justify reconditioning.
Non-Standard Repairs	(Optional)	means repairs that are not documented in approved maintenance publications or instructions.
Normal Time	(Core)	has the meaning given in clause 4.2 of Attachment B.
Notifiable Incident	(Core)	has the meaning given in sections 35 to 37 of the *Work Health and Safety Act 2011* (Cth).
Objective Evidence	(Core)	means documentary evidence as reasonably required to confirm that an item meets its specified requirements and/or that an item is suitable for a specific application.
Operating Support	(Optional)	means the organisation of hardware, Software, materiel, facilities, personnel, processes, and Technical Data needed to enable each Mission System to be competently operated throughout its life.
Operating Support Services	(Optional)	means those Services associated with: a. operating a Mission System; b. performing activities that directly enable the operation of a Mission System (eg refuelling, fire-fighting and ordnance loading); and c. managing Operating Support activities, but excludes Maintenance of a Mission System and the provision of the associated Supply Services at the operational level.
Operational Technology Equipment or OT Equipment	(Optional)	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.

Term	Status	Definition
		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 OT. 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.
Other Direct Cost	(Core)	means a cost incurred by the Contractor that is a 'direct expense' in accordance with the meaning in the Defence Cost Principles.
Other Time	(Core)	has the meaning given in clause 4.2 of Attachment B.
Ozone Depleting Substance	(Core)	means any substance identified as having ozone depleting potential in the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) or any regulations made under that Act.
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.
Patent	(Core)	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.
Performance Payment	(Optional)	means each amount determined in accordance with clause 5 of Annex E to Attachment B in respect of the Contractor's performance against each KPI in the Review Period.
Personal Information	(Core)	has the same meaning as in the *Privacy Act 1988* (Cth).
Prescribed Activities	(Core)	means: a. the use, handling or storage of any of the following Hazardous Chemicals: (i) a prohibited carcinogen, restricted carcinogen or lead, each as defined in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth); or (ii) hazardous chemicals the use of which is restricted under regulation 382 of the *Work Health and Safety Regulations 2011* (Cth) including polychlorinated biphenyls; b. the use, handling or storage of a Problematic Source; c. high risk work as defined in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth); d. electrical work on energised electrical equipment as contemplated by the *Work Health and Safety Regulations 2011* (Cth); or e. remote or isolated work as defined in subregulation 48(3) of the *Work Health and Safety Regulations 2011* (Cth).

Term	Status	Definition
Preventive Maintenance	(Core)	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: a. scheduled inspection on-condition tasks; b. scheduled inspection Failure-finding tasks; c. scheduled removal rework tasks; and d. scheduled removal discard tasks. With respect to Software, Preventive Maintenance also means the modification of a Software product after delivery to detect and correct latent faults in the Software product before they become effective faults.
Privacy Commissioner	(Core)	has the same meaning as in the *Australian Information Commissioner Act 2010* (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.
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	(Core)	means the items listed in Annex A to the SOW and other Products identified in the SOW for which support Services are required, including, where applicable, any subordinate component required for the support of Products.
Product Audit	(Core)	means a systematic, independent and documented review of a product 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	(Optional)	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.
Products Restrictions Schedule	(Core)	means Attachment J.

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Project of Concern	(Core)	means any project or sustainment activity identified by the Minister for Defence and/or the Minister for Defence Materiel as a Project of Concern on the list held by Defence known as the Projects of Concern list.
Proportionate Liability Law	(Core)	means any of the following: a. *Civil Liability Act 2002* (NSW) – Part 4; b. *Wrongs Act 1958* (Vic) – Part IVAA; c. *Civil Liability Act 2002* (WA) – Part 1F; d. *Civil Liability Act 2003* (Qld) – Chapter 2, Part 2; e. *Civil Law (Wrongs) Act 2002* (ACT) – Chapter 7A; f. *Proportionate Liability Act 2005* (NT); g. *Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001* (SA) – Part 3; h. *Civil Liability Act 2002* (Tas) – Part 9A; i. *Competition and Consumer Act 2010* (Cth) – Part VIA; j. *Corporations Act 2001* (Cth) – Part 7.10, Div 2A; and k. *Australian Securities & Investments Commission Act 2001* (Cth) – Part 2, Division 2, Subdivision GA.
PT PCP	(Optional)	***Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.*** means the Commonwealth's 'Payment Times Procurement Connected Policy'.
PT PCP Policy Team	(Optional)	***Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.*** means the relevant Minister, department or authority that administers or otherwise deals with the PT PCP on the relevant day.
PT PCP Subcontract	(Optional)	***Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.*** means a Subcontract between a Reporting Entity and another party (**Other Party**) where: 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; but does not include the following Subcontracts: d. Subcontracts entered into prior to the Reporting Entities' tender response for the Contract;

Term	Status	Definition
		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 f. Subcontracts for the purposes of: (i) procuring and consuming goods or services overseas; or (ii) procuring real property, including leases and licences.
PT PCP Subcontractor	(Optional)	***Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.*** means the party that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract.
PTR Act	(Optional)	***Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.*** 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.
Quality	(Core)	means the degree to which a set of inherent characteristics fulfils requirements.
Quality Management	(Core)	means coordinated 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 10.1 of the SOW for the purposes of Quality Management.
Rate of Effort	(Optional)	means the work loading to be undertaken by the Contractor based on the set level of operations conducted by the Commonwealth during a period nominated in the Contract.
Recurring Services	(Core)	means all of the Services, other than any S&Q Services and Task-Priced Services, required to be provided by the Contractor under the Contract.
Recurring Services Fee	(Core)	means, in respect of a given period, the amount determined in accordance with the relevant Schedule to Annex A to Attachment B as the Recurring Services Fee.
Registrable Design	(Core)	means a design able to be protected under the *Designs Act 2003* (Cth) or the corresponding laws of any other jurisdiction.
Related Body Corporate	(Optional)	has the meaning given by section 9 of *the Corporations Act 2001* (Cth).
Relevant Employer	(Optional)	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.
Remediation Plan	(Core)	means a plan required by clause 6.7 of the COC.
Repairable Item	(Core)	means a Stock Item that, when unserviceable, can be reconditioned or economically repaired to a serviceable state for further use.

Term	Status	Definition
Reporting Entity	(Optional)	***Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.*** has the meaning given to this term in the *PTR Act*.
Reporting Entity Subcontractor	(Optional)	***Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.*** means any person that: a. is a Reporting Entity; and b. provides goods or services directly or indirectly to the Contractor for the purposes of the Contract where the value of such goods or services are estimated to exceed $4,000,000 (inc GST). 'Reporting Entity Subcontract' has a corresponding meaning.
Required Performance Level	(Optional)	for a KPI, means the level of performance that enables a fully effective contribution to Defence-required outcomes, as specified for the KPI in Annex E of Attachment B.
Reserve Stock	(Optional)	means the quantities of Stock Items required to be held by the Contractor to service a level of operations over and above that which is contracted for normal operations.
Reserve Stockholding Quantity	(Optional)	means the minimum holding of Reserve Stock required to be maintained by the Contractor unless otherwise Approved by the Commonwealth Representative.
Review Period	(Optional)	means the period for measurement and assessment of the Contractor's performance against KPIs, as specified in Annex E to Attachment B.
S&Q Quote	(Core)	has the meaning given in clause 3.11.2 of the COC.
S&Q Order	(Core)	means an order issued by the Commonwealth in respect of an S&Q Service and of an S&Q Quote in the form of Part 3 of Annex A to DID-SPTS-S&Q.
S&Q Services	(Core)	means the Services identified as S&Q Services in the SOW and such other services requested by the Commonwealth in accordance with clause 3.11 of the COC that are directly related to the Services.
Security Authorisation	(Optional)	means a security-related Certification, accreditation, risk assessment outcome, regulatory approval, or other documented authority to be provided by a Defence security authority and necessary for the operation of the Supplies in the Defence environment.
Security Interest	(Core)	means any 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.
Services	(Core)	means services and goods (including Deliverables, Technical Data, Software and Contract Material) required to be provided under the Contract and includes items acquired in order to be incorporated in the Services.

Term	Status	Definition
Services Performance Review	(Core)	means a review conducted in accordance with clause 3.4 of the SOW.
Small to Medium Enterprise	(Optional)	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, applications and updates, but excludes Source Code.
Software Updates	(Optional)	means, in relation to Software 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.
Source Code	(Core)	means the expression of Software in human readable language which is necessary for the understanding, maintaining, modifying, correction and enhancing of that Software.
Statement of Tax Record or STR	(Optional)	has the same meaning as in the *Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement* – March 2019.
Stock Item	(Optional)	means a Product which is either a RI or a Non-RI and held either by the Commonwealth or the Contractor to support a Materiel System. Stock Items include spares.
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 Personnel	(Core)	means any officers, employees or agents of a Subcontractor.
Supplies Acceptance Certificate	(Core)	means a certificate in the form of Annex A to DID-PM-MGT-SAC or other form agreed between the parties.
Supply	(Optional)	means the comprehensive function of providing Products and Services needed by users at the time and place required, and includes identification, requirement determination, procurement, receipt, inspection, storage, distribution, stock recording and accounting, reclamation and disposal.
Supply Services	(Optional)	means those Services associated with performing Supply activities, including the management of those Supply activities.
Supply Support	(Optional)	means the organisation of hardware, Software, materiel, facilities, personnel, processes and Technical Data needed to enable Supply Services to be competently provided for a Materiel System throughout its life. Supply Support also includes the Support Resources of spares, piece parts, Consumables and Packaging.
Support and Test Equipment	(Core)	means the equipment needed to support the operation, support and disposal of a Materiel System, as and when required, throughout the life of the Materiel System. S&TE includes ground handling

Term	Status	Definition
		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 a Materiel System as the case requires.
Support System	(Core)	means the organisation of hardware, Software, materiel, facilities, personnel, processes and Technical Data required to enable a Mission System to be effectively operated and supported so that the Mission System can meet its operational requirements. The Support System includes the support required for Support Resources. The Support System embraces the support responsibilities undertaken by the Commonwealth, support contractors (including the Contractor), and support subcontractors (including Subcontractors).
Surge	(Optional)	means a short to medium-term change to the rate of effort.
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).
Synthetic Greenhouse Gas	(Core)	means any gas identified as a Synthetic Greenhouse Gas in the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) or in any regulations made under that Act.
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.
Task-Priced Services	(Core)	means the Services provided in accordance with clause 3.10 of the COC.
Tax Invoice	(Optional)	has the same meaning as in the GST Act.
taxable supply	(Core)	has the same meaning as in the GST Act.
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 Deliverables, Products, 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.
Technical Data and Software Rights Schedule or TDSR Schedule	(Core)	means Attachment D to the Contract.

Term	Status	Definition
Technical Instruction	(Optional)	***Note to drafters: This definition may be amended to include the name of the applicable document used by the regulatory / assurance authority.*** means a technical document, which is used to provide a rapid means of formally providing advice from an appropriate issuing authority to users and which is managed in accordance with its impact on Technical Integrity.
Technical Integrity	(Optional)	means a Product's fitness for service, safety and compliance with regulations for environmental protection.
Term	(Core)	means: a. the Initial Term; and b. each Option Period, if any.
Trade Mark	(Core)	means a trade mark protected under the *Trade Marks Act 1995* (Cth) or corresponding laws of any other jurisdiction.
Training	(Optional)	means the processes, systems, materials, resources and Services for bringing Commonwealth Personnel to the required standard of competency by instruction, practice or other prescribed methodology.
Training Equipment	(Optional)	means any item of equipment required to perform Training.
Training Materials	(Optional)	means material, including reference manuals and publications for the Materiel System that were not principally developed for Training, necessary for a suitably qualified instructor to effectively and efficiently conduct a sequence of Training and/or assessment given a body of students who meet the defined entry requirements. This material includes lesson plans, lesson guides, presentation materials, assessment tools (including plans, exams and/or question sets, checklists and reporting sheets), Training aids and other Training Equipment, student précis, mass briefs, mission plans, and, if applicable, computer-based training Software and manuals.
Training Services	(Optional)	means those Services associated with performing Training activities, including the management of those Training activities.
Training Support	(Optional)	means the organisation of hardware, Software, materiel, facilities, personnel, processes and Technical Data needed to enable Training to be competently provided for a Materiel System throughout its life.
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

Term	Status	Definition
		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 sublicence granted in accordance with the licence.
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: a. the *Work Health and Safety Act 2011* (Cth) and the *Work Health and Safety Regulations 2011* (Cth); and b. any corresponding WHS law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth).
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.
Working Day	(Core)	in relation to the doing of an act in a place, means any day in that place other than: a. a Saturday, Sunday or public holiday; 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.

ATTACHMENT D

TECHNICAL DATA AND SOFTWARE RIGHTS SCHEDULE (CORE)

Note to tenderers: Attachment D defines any restrictions on the TD or Software rights granted under any resultant Contract. Attachment D will consist of an amalgamation of information contained in this draft Attachment D, the successful tenderer's response to TDR C-5 and any negotiated adjustments.

Unique Line Item Description	Owner or Licensor	System/ Subsystem/ Component/CI Name	Description of TD or Software	Restrictions on Commonwealth's rights to sublicence the TD or Software (Clause 5.2.2b(v) of the COC)	Justification for Restriction(s)
(a)	(b)	(c)	(d)	(e)	(f)
Example: D-1-1	*Contractor*	*Aircraft Landing System*	*Aircraft structural loads and certification data*	*Licences do not include right to grant sublicences for the purpose of a third party modifying the Capability.*	*This data requires access to competitively sensitive data.*
Example: D-1-2	*Contractor*	*Combat Management System*	*Mission Planning Software*	*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.*

ATTACHMENT E

CONFIDENTIAL INFORMATION AND REPORTING (CORE)

Note to tenderers: Attachment E will consist of the successful tenderer's response to this draft 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 before commercial information will be considered 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 (eg 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 Attachment E if they meet the Confidentiality Test.

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

Item	Clause Title	Reason for classification	Party for whom the information is confidential	Period of confidentiality
Confidentiality (Contract)				
COC, for example				
Clause 10.6 (i.e. if not standard template liability regime)	Liability Caps		**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 that meet the DoF Confidentiality Test)			
Attachments, for example				
Attachment A: Annex A	List of Products (Identify specific clause/s)		**Commonwealth / Contractor**	
Attachment B	Pricing (Identify specific clause, table or section)		**Contractor**	
Attachment D	Technical Data and Software Rights Schedule		**Contractor**	
Confidentiality (Outputs)				
Information obtained or generated in performing the contract	(Insert name of document, including specific section/s)		**Contractor / Commonwealth**	

ATTACHMENT F

AGREED DEEDS (CORE)

Note to tenderers: Attachment F will consist of the following annexes:

A. Contract Change Proposal Deed (Core);

B. Extension Notice (Optional);

C. Bank Guarantee (RFT Core); and

D. Deed of Guarantee and Indemnity (RFT Core).

ANNEX A TO ATTACHMENT F

CONTRACT CHANGE PROPOSAL (CCP) (CORE)

(CONTRACT NUMBER: (…INSERT CONTRACT NUMBER…))

Note: 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 any proposed variation to the payments required under the Contract, and identify separately the cost of preparation of the CCP in accordance with clause 11.1 of the COC.

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 made on **[…INSERT DATE…]**

Between

THE COMMONWEALTH OF AUSTRALIA represented by the Department of Defence ABN 68 706 814 312 (‘**the Commonwealth’**)

and

(…INSERT CONTRACTOR…ACN/ARBN AND ABN IF APPLICABLE…) having its registered office at **(…INSERT DETAILS…)** (**‘the Contractor’**)

RECITALS:

A. The Commonwealth has entered into a contract **(…INSERT CONTRACT NUMBER…)** dated **(INSERT DATE)** (‘the Contract’) for the supply of **(…INSERT BRIEF DESCRIPTION OF THE SERVICES…)**.

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 CCP.

AGREED TERMS:

CCP Number (Mandatory):

Date Raised (Mandatory):

Validity period for CCP (Mandatory):

Originator (Mandatory):

Reference in Contract (Mandatory): (…INSERT CLAUSE NUMBER…)

1. Details of Proposed Change (Mandatory):

a. Old Text:

b. New Text:

2. Justification for Proposed Change (Mandatory):

3. Effect of Proposed Change (If applicable):

Note: This should include a description of the effect of the change on the scope of work, including where appropriate: Quality, technical/functional specification, warranty, training, documentation, WBS and whether it is for S&Q Services.

a. Payments Required under the Contract:

(i) Attachment B:

(ii) Cost of Preparation of CCP:

b. Delivery:

(i) Location:

(ii) Date:

c. Scope of Work:

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:

a. In signing this CCP the Contractor warrants that the submitted cost of preparation of this CCP is true and correct.

6. Approval:

a. The CCP and its attachments are Approved. The Contract shall be changed on the date specified in this CCP or when this CCP has been properly executed by both parties.

SIGNED **(…INSERT EITHER "AS AN AGREEMENT" OR "AND DELIVERED AS A DEED" AS APPROPRIATE…)**

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA

By:

……	……	……
(signature)	(print name and position of authorised signatory)	(date)

In the presence of:

……	……	……
(signature of witness)	(print name of witness)	(date)

Note for CCP 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/836F0CF2-84F0-43C2-8A34-6D34BD246B0D/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 CCP. The Contractor should seek its own independent legal advice on its execution of the CCP.

SIGNED for and on behalf of

THE CONTRACTOR:

(**[…INSERT APPROPRIATE CONTRACTOR'S EXECUTION CLAUSE…]**)

ANNEX B TO ATTACHMENT F

EXTENSION NOTICE (OPTIONAL)

To: (…INSERT NAME OF CONTRACTOR AND ACN/ARBN AND ABN AS APPLICABLE…), having its registered office at **(…INSERT DETAILS…)** (**'the Contractor'**).

Re: […INSERT NAME OF CAPABILITY/SYSTEM…] Support Contract – Contract No: **(…INSERT NUMBER…)** (**'Contract'**)

In this notice, unless the contrary intention appears, words, abbreviations and acronyms have the meaning given to them by the Contract.

In accordance with clause 1.8 of the COC, the Commonwealth exercises its option to extend the Contract for **(…INSERT PERIOD…)** (**'Option Period'**) to expire on **(…INSERT DATE…)**.

SIGNED ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA

By:

…….	…….	…….
(signature)	(print name and position of authorised signatory)	(date)

In the presence of:

…….	…….	…….
(signature of witness)	(print name of witness)	(date)

ANNEX C TO ATTACHMENT F

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.

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 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 AND EMAIL…];

   (…INSERT PROMISOR ADDRESS AND EMAIL…).

8. A notice given in accordance with clause 7 is delivered:

   a. if sent by pre-paid post, when received at the address;

   b. if hand delivered, when received at the address; or

ANNEX C TO ATTACHMENT F

c. 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 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 any 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 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 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 D TO ATTACHMENT F

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…) (…INSERT 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 D TO ATTACHMENT F

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…) (…INSERT 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 REQUIREMENT…)**; 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 D TO ATTACHMENT F

"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 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 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 D TO ATTACHMENT F

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 negatived.

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 2.3, 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, 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 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.

ANNEX D TO ATTACHMENT F

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:

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.

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:

ANNEX D TO ATTACHMENT F

"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 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*, 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 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.

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 AND EMAIL…]

(…INSERT GUARANTOR ADDRESS 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; 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 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.

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.

ANNEX D TO ATTACHMENT F

12.11 Binding on each Signatory (Core)

12.11.1 This Deed binds and is enforceable against the Guarantor despite:

a. any other person not executing this Deed or its execution being defective in any way; or

b. 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, SEALED AND DELIVERED

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 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 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…)

ATTACHMENT G

GOVERNMENT FURNISHED MATERIAL AND GOVERNMENT FURNISHED SERVICES (OPTIONAL)

This Attachment G consists of the following annexes:

GFM; and

GFS

Note to drafters:

- ***Include this Attachment in the draft Contract if the Commonwealth mandates the use of GFM or GFS.***
- ***If GFM or GFS will not be provided (including as an option under any resultant Contract), designate this Attachment as 'Not used'.***
- ***If GFM or GFS is not mandated but may be offered, include the Attachment and confirm its requirement during contract negotiations with the preferred tenderer.***

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ANNEX A TO ATTACHMENT G

GOVERNMENT FURNISHED MATERIAL (OPTIONAL)

Note to drafters: Drafters should provide details including dates of any Commonwealth Mandated or proposed GFM prior to release of the RFT. The first line under 'Commonwealth Mandated GFM-GFE' is provided as an example only, to illustrate the linkages between Table G-A-1 and Table G-A-2. This example must be deleted and replaced with project-specific detail as appropriate.

If, in addition to the licence terms provided under clause 5.4 of the draft COC, further restrictions apply to:

a. the use of Technical Data and Software within the GFM, due to restrictions or limitations on the relevant IP rights (such as those restrictions established under an acquisition contract for the development of the relevant GFM) - these are to be identified in column (g) and Table G-A-2; and

b. 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 TD / IP Commercial Handbook at:

- ***http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/A0841422-C25A-4D54-9020-87FC33242AED.***

GFE provided to the Contractor must 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 must be provided as additional GFI or GFD (as applicable).

Note to tenderers: Annex A to Attachment G will consist of an amalgamation of information contained in this draft Attachment G, the successful tenderer's response to TDR E-6 and any negotiated adjustments.

1.1 The table below 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 provision of the Services 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 G

Table G-A-1: GOVERNMENT FURNISHED MATERIAL

Item Description	Reference/ Part Number	Quantity	Delivery Date and Location	Return Date and Location	Time Period for Inspection	Technical Data and Software Restrictions (Yes/No) (if Yes, include Unique Line Item Description)	Export Approval Restrictions (if applicable)	Comments/ Intended Purpose
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
Commonwealth Mandated GFM - GFE								
EXAMPLE ONLY: Combat Management System						*E-R-1*		
Commonwealth Mandated GFM - GFD								
Non-mandated GFM - GFI								
All other non-mandated GFM								

ANNEX A TO ATTACHMENT G

Notes Table G-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 (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 (or made available) 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 3.10.1 of the SOW.

g. Technical Data and Software Restrictions: Indicates if there are restrictions on the TD or Software within an item of GFM that are in addition to the licence terms granted by the Commonwealth under clause 5.4 of the COC (if applicable). The nature of the restrictions on the relevant TD or Software is set out in Table G-A-2.

h. Export Approval Restrictions: Any restrictions derived from Export Approvals to which an item of GFM is subject (if applicable).

i. 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 (h).

ANNEX A TO ATTACHMENT G

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 G-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 sublicence any of the Technical Data to XYZ Pty Ltd or its related body corporates.*

ANNEX B TO ATTACHMENT G

GOVERNMENT FURNISHED SERVICES

Note to drafters: Drafters should provide details of any Commonwealth Mandated or non-Mandated GFS prior to release of the RFT.

Note to tenderers: Annex B to Attachment G will consist of an amalgamation of TDR E-3, this draft Annex and the successful tenderer's response.

2. GOVERNMENT FURNISHED SERVICES

2.1 The following GFS shall be used by the Contractor for the provision of the Services and, where specified, only for the intended purpose:

COMMONWEALTH MANDATED GFS

Proposed GFS	Dates of Delivery of GFS	Comments / Conditions of Access / Intended Purpose

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-3, as negotiated between the Commonwealth and the successful tenderer.

NON MANDATED GFS

Proposed GFS item	Dates of Delivery of GFS	Comments / Conditions of Access / Intended Purpose

ATTACHMENT H

SECURITY CLASSIFICATION AND CATEGORISATION GUIDE (OPTIONAL)

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

For information and a template for developing a SCCG refer to the Directorate of Security Assurance (DoSA) page for Project Security at:

- ***https://dpeintranet-seg.defence.gov.au/guidance-compliance/security-management/policy-advice/project-security.***

The SCCG and a Project Identification Document are to be forwarded for review by the Project Security team at DSA.ProjectSecurity@defence.gov.au.

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

ATTACHMENT I

SCHEDULE OF APPROVED SUBCONTRACTORS (RFT CORE)

Note to drafters: Update the following table to list the Approved Subcontractors identified in accordance with clause 11.9 of the COC. In finalising the preparation of Attachment I, drafters should specifically capture (under Comments/Exclusions) where the Commonwealth has agreed, in accordance with clause 11.9.5 of the COC, that Approved Subcontractor status does not require compliance with certain Contract provisions for certain Approved Subcontractors.

Note to tenderers: The schedule of Approved Subcontractors will be based on the successful tenderer's response to TDR A-3, and any negotiated changes.

Table I-1: Schedule of Approved Subcontractors

Subcontractor	ABN/ ACN (if applicable)	Work / Services to be subcontracted and any significant Deliverables (including technical significance)	Prescribed Activity as referenced at 11.9.4(b)(iii) of the COC	Subcontract Value ($A) (per annum)	Location of work to be performed (incl. postcode)	Comments / Exclusions
(a)	(b)	(c)	(d)	(e)	(f)	(g)
e.g. ABC Pty Ltd		Supply of support on communication systems	N/A	$xxx	123 Soldier Ave, Bandiana	

Notes on Table I-1:

(a) Subcontractor name: Name of the business entity performing the Subcontract. Include the registered business name and, if applicable, relevant trading name.

(b) ABN / ACN: Australian Business Number, Australian Company Number, or other business registration number for the entity.

(c) Work to be subcontracted: Description of the Services to be performed by the Subcontractor.

(d) Prescribed Activity: Identify if Prescribed Activities will be required as part of the Services, and the nature of the applicable WHS risk.

(e) Subcontract value ($A): The total value of the Subcontract in Australian dollars for the Term (including GST), not including amounts for ad hoc (eg, S&Q) Services.

(f) Location of work to be performed: The location (including the postcode) where the majority of the work for the activity will be performed

(g) Comments / Exclusions: Comments expanding on the information in the previous columns, and / or to explain the reason for a Subcontractor that meets the criteria in clause 11.9.4 of the COC not being treated as an Approved Subcontractor, either for the purposes of the Contract as a whole or for the purposes of the application of specific provisions of the Contract, in accordance with clause 11.9.5 of the COC.

ATTACHMENT J

PRODUCTS RESTRICTIONS SCHEDULE

Note to drafters: Prior to RFT release drafters are to:

a. ensure that any licence restrictions applicable to TD in the Products that may affect a Tenderer's provision of the Services (not otherwise sufficiently addressed by the restrictions in clause 5.4 of the COC) are specified in this Attachment J; and

b. determine if Commonwealth requirements (addressing the Capability's Life of Type requirements relating to licensing) mean additional licence restrictions are appropriate and specify those additional restrictions.

The examples contained in Attachment J are to be removed prior to RFT release and project specific information must be inserted where necessary. Further information on clause 5 of the draft COC and the TDSR Schedule can be found in the ASDEFCON TD / IP Commercial Handbook at:

- ***http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/Handbooks.aspx.***

Note to tenderers: Attachment J identifies licence restrictions on the TD and Software rights granted under the Contract in respect of Products.

1. SPECIFIC LICENCE RESTRICTIONS

1.1 Clause 5.4 of the COC sets out the terms of the licences granted by the Commonwealth to TD or Software provided as, or as a part of, Products.

1.2 Table J-1 sets out the specific licence restrictions that apply to TD or Software provided as, or as a part of, Products, in addition to the terms set out in clause 5.4 of the COC.

Table J-1: LICENCE RESTRICTIONS APPLICABLE TO PRODUCTS

Unique identifier	Reference Number	Licensor	Description of TD or Software	Identify the restriction or the licence that contains the restriction
a.	**b.**	**c.**	**d.**	**e.**
Example: J1	*ABC #1276*	*EW Pty Ltd (Approved Subcontractor)*	*Electronic Warfare Software Source Code*	*The Contractor must not grant a sublicence of the TD to any of the following companies (or their Related Bodies Corporate):* a. *XYZ Pty Ltd;* b. …
Example: J2	*G-B-2*	*XYZ Pty Ltd*	*Combat Management System*	*The Contractor must not, and must not grant a sublicence to, modify, develop or upgrade the Mission Planning Software without the prior written consent of the licensor, to be requested from the Commonwealth.*
Example: J3	*12345*	*Contractor*	*Mission Planning Software*	*N/A*

2. ADDITIONAL RESTRICTIONS

2.1 Table J-2 sets out additional restrictions that apply to the TD or Software provided as, or as part of, the Products (for example, restrictions imposed by the Commonwealth, which are additional to restrictions contained in any licences set out above at section 1 of this Attachment J).

Table J-2: ADDITIONAL RESTRICTIONS ON PRODUCTS

Unique identifier	Reference Number	Description of TD or Software	Identify the restriction or the licence that contains the restriction
a.	b.	c.	d.

3. EXPORT APPROVAL RESTRICTIONS

3.1 Table J-3 sets out specific Export Approval restrictions that apply to the Contractor's provision of the Services in respect of each Product identified below.

Table J-3: EXPORT APPROVALS

Unique identifier	Reference Number	Country of Origin	Description of Product (i.e. item or component)	Restriction
a.	b.	c.	d.	e.

ATTACHMENT K

AUSTRALIAN INDUSTRY CAPABILITY (OPTIONAL)

Note to drafters: This Attachment should be included if an AIC program will apply to any resultant Contract. Refer to COC clause 4 for more details on including an AIC program.

If an AIC program is not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all the clauses below the heading.

Note to tenderers: Attachment K will consist of an amalgamation of this Attachment, the successful tenderer's response to Annexes D and G (TDR D and TDR G) to Attachment A to the conditions of tender, and any negotiated changes.

1 AIC REQUIREMENTS

1.1 Australian Industry Capability Schedule

Note to tenderers: The AIC Schedule for any resultant contract will be based on the successful tenderer's response to Table G-1 of TDR G.

1.1.1 Table K-1 sets out the Australian Industry Capability Schedule.

Table K-1: Australian Industry Capability Schedule

(…INSERT the AIC Schedule table and notes…)

1.2 Australian Industry Activities Schedule

Note to drafters: Australian Industry Activities (AIAs) are activities performed by Australian Industry (including by the Contractor and Subcontractors in Australia or New Zealand) that are considered important to achieving contract outcomes that enable Defence Capabilities. AIAs may contribute to a Sovereign Industry Capability Priority (SICP) as defined in Defence's industry policies, or otherwise make a recognised contribution by Australian Industry in supporting Defence's Capabilities. An AIA may require particular skills, resources or work processes that are limited in availability and not easily replicated, and for which their loss may diminish Defence's ability to sustain capabilities from the local industry base. When applicable, drafters should identify relevant AIAs in Annex G to Attachment A to the conditions of tender.

If an AIA Schedule is not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all the clauses below the heading.

Note to tenderers: When Australian Industry Activities (AIAs) are applicable to any resultant contract, the AIA Schedule will be based on Table G-2 of TDR G.

1.2.1 Table K-2 sets out the Australian Industry Activities Schedule.

Table K-2: Australian Industry Activities Schedule

(…If applicable, INSERT the AIA table and notes…)

[...INSERT NAME OF SYSTEM / PRODUCT FAMILY...] SUPPORT

STATEMENT OF WORK

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ANNEXES

A. List of Products Being Supported (Core)
B. Mandated Defence Information System Use (Optional)
C. Contract Data Items (Core)
D. Training Course Details (Optional)

Note to drafters: Within this template, bold italics are used to provide guidance as 'notes to drafters'. These are to be removed from the SOW and annexes before RFT release. 'Notes to tenderers' are to be removed prior to the Effective Date (ED).

Terms with specific meanings, as defined in the Glossary at Attachment C or in the Details Schedule, are to be first letter capitalised.

These clauses will require tailoring to meet the specific needs of the Contract. Further guidance on how to tailor these clauses may be found in the SOW Tailoring Guide.

1. SCOPE (CORE)

1.1 Purpose (Core)

Note to drafters: This clause states the purpose of the SOW as part of the procurement (clause 2.1, 'Scope of Work' summarises the breadth of work to be done).

1.1.1 The purpose of this Statement of Work (SOW) is to state the Commonwealth requirements for work to be carried out under the Contract relating to the provision of Services to support the Products Being Supported, and to allocate work responsibilities between the Commonwealth and the Contractor.

1.2 Background – For Information Only (Optional)

Note to drafters: Insert background information for the draft SOW that may be useful to the tenderers, Contractor, and Defence personnel unfamiliar with the development of this Contract. The clause may contain background information that provides context for the reader but it should not conflict with or duplicate other requirements in the SOW, or create any new Contractor obligations (eg, do not include 'shall' or 'must' statements). 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 all clauses below the heading.

1.2.1 […DRAFTERS TO INSERT / DELETE WHERE NOT REQUIRED…]

2. GENERAL REQUIREMENTS (CORE)

2.1 Scope of Work (Core)

Note to drafters: Not all contracts will require all activities listed below. Do not include ancillary tasks such as the preparation of data items. Tailor as required.

2.1.1 The Contractor shall perform all activities necessary for the provision of Services associated with supporting the Products in accordance with the Contract, including:

a. provision of management Services;

b. provision of Operating Support Services;

c. provision of Engineering Services;

d. provision of Maintenance Services;

e. provision of Supply Services;

f. provision of Training Services;

g. provision and support of Support Resources;

h. Quality Management; and

i. Health, Safety and Environmental Management.

Note to drafters: If the Contract is to be operated largely through the provision of Task Priced Services and/or S&Q Services and there will be no Recurring Services, the following clause may be deleted. Refer to the SOW Tailoring Guide for further advice.

2.1.2 Unless otherwise expressly stated in Attachment B or this SOW, all Services are Recurring Services and are included in the Recurring Services Fee. Services to be provided as S&Q Services **[…INSERT "or Task-Priced Services" IF APPLICABLE…]** are indicated as such within each clause.

2.2 Rate of Effort (Optional)

Note to drafters: Unless ALL major Services (ie, excluding contract management and policy compliance) are to be Task-Priced Services or S&Q Services the Rate of Effort clause may be used to describe the level of effort required to deliver the major Recurring Services. Refer to the SOW Tailoring Guide for guidance. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

2.2.1 The Contractor shall provide Services that **[…DRAFTER TO INSERT CLAUSE(S) EXPRESSING RATE OF EFFORT REQUIREMENT…]**.

Note to drafters: For further justification of CCPs, refer to the SOW Tailoring Guide.

2.2.2 If notified by the Commonwealth Representative of a pending change to the Rate of Effort, the Contractor shall prepare and submit a CCP, in accordance with clause 11.1 of the COC, to cover the increase or decrease, as applicable, in the provision of Services that are necessary to meet the requirements of a change to the Rate of Effort.

2.3 Deliverable Data Items (Core)

2.3.1 The Contractor shall deliver all data items to the Commonwealth Representative:

a. in accordance with the Data Item Descriptions (DIDs) listed at Annex C; and

b. unless otherwise specified in the applicable clause or DID, in the Contractor's format, as a softcopy in a data format that is readable and acceptable to the Commonwealth (eg, Microsoft Office® products).

2.3.2 Except where otherwise specified for a particular data item the Commonwealth Representative shall, within 20 Working Days of receipt of a data item, advise the Contractor in writing that the data item is either Approved or not Approved.

2.3.3 If a data item is not Approved:

a. the Commonwealth Representative shall advise the Contractor in writing of the reason(s) and may provide details of any corrective action to be taken by the Contractor before the data item will be reconsidered; and

b. the Contractor shall (at no additional cost to the Commonwealth) within 10 Working Days of the notice of non-Approval (or such other period agreed by the Commonwealth in writing), deliver the rectified data item for Approval (and this clause 2.3 shall apply to the data item as if it had been submitted for the first time).

2.3.4 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.

2.3.5 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 2.3.4, 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.

2.3.6 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 Services 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.

2.3.7 Until a proposed amendment to an Approved data item is Approved, the extant data item shall remain in effect.

2.3.8 The Contractor shall bear all costs associated with data item maintenance, except to the extent that the Commonwealth Representative otherwise agrees, in writing.

2.3.9 The Contractor acknowledges that the Commonwealth's obligations to action the data items within the timeframes described in this SOW are subject to the Contractor delivering the data items in accordance with the SOW, and that any delay by the Contractor may result in the Commonwealth not being able to action the data items within the timeframes specified.

3. SUPPORT SERVICES MANAGEMENT (CORE)

3.1 Support Services Planning (Core)

3.1.1 The Contractor shall develop a Support Services Management Plan (SSMP) that complies with the requirements of DID-SPTS-SSMP and clause 2.3.1.

3.1.2 The Contractor shall deliver the SSMP to the Commonwealth Representative, for Approval, no later than **[...INSERT NUMBER OF DAYS, EG 20...]** Working Days after the Effective Date (ED).

3.1.3 The Contractor shall manage and perform the Services in accordance with the Approved SSMP.

3.1.4 The Contractor shall, promptly upon request, make available to the Commonwealth Representative all associated plans, processes, procedures and instructions supporting the scope of work under this Contract.

3.1.5 The Contractor shall review the accuracy of the SSMP, and update the SSMP if necessary, at intervals of no greater than **[...INSERT NUMBER OF MONTHS, EG six...]** months, in accordance with clauses 2.3.7 to 2.3.8.

3.2 Contract Reporting (Core)

Note: The Contract Status Report (CSR) contains four parts including the Contract Status (Part A), the Services Summary Report (Part B), Commonwealth Assets Stocktaking Report (Part C) and the Australian Industry Capability Report (Part D).

3.2.1 The Contractor shall develop the Contract Status Reports (CSRs), which comply with the requirements of DID-SPTS-CSR and clause 2.3.1.

Note to drafters: Include Option A if Part A (overall contract status) will only be delivered in preparation for a Contract Performance Review (CPR). If Part A is to be delivered more frequently (eg, a report every six months and a CPR held every 12 months) select Option B and tailor clause 3.3 accordingly. A similar clause may be used if Part B (Services Support Reports) are to be delivered more frequently than Services Performance Reviews are held.

3.2.2 The Contractor shall deliver to the Commonwealth Representative, for Approval, parts of the CSR as follows:

Option A: Include if Part A of the CSR is only to be delivered in preparation for a CPR.

a. Part A, 'Contract Status', **[...INSERT NUMBER, EG 10 ...]** Working Days prior to each Contract Performance Review (CPR) held in accordance with clause 3.3;

Option B: Include if Part A of the CSR is to be delivered more frequently than CPRs are held (eg, at intervals of three months, including 10 Working Days before each six-monthly CPR).

b. Part A, 'Contract Status', at intervals of no greater than **[...INSERT NUMBER, EG 'six' ...]** months from the Effective Date, including **[...INSERT NUMBER, EG 10 ...]** Working Days prior to each Contract Performance Review (CPR) held in accordance with clause 3.3;

c. Part B, 'Services Summary Report', **[...INSERT NUMBER, EG 10 ...]** Working Days prior to each Services Performance Review (SPR) held in accordance with clause 3.4;

d. Part C, 'Commonwealth Asset Stocktaking Report', every three months from the Effective Date, in accordance with the stocktaking requirements under clause 3.10.4; and

Option: Include this option if the draft Contract will include an AIC program.

e. Part D, 'Australian Industry Capability (AIC) Report', with **[…INSERT EG. 'every', 'every second', 'every fourth'…]** delivery of Part A, 'Contract Status', to report on the AIC program in accordance with clause 3.15.

3.2.3 The Contractor shall, upon request, make supporting data for the reports required by clause 3.2.2 available to the Commonwealth Representative within three Working Days of the request.

3.2.4 If the Commonwealth Representative notifies the Contractor on the basis of any CSR, or part thereof, that the Contractor has failed to achieve performance to the levels required under the Contract, the Contractor shall advise the Commonwealth Representative of the measures proposed to achieve the levels of performance required and shall reflect the results of such measures as are necessary to re-establish Contract performance in subsequent reports.

3.3 Contract Performance Reviews (Core)

Note to drafters: A CPR held once per year is the minimum requirement. More frequent CPRs may be required in order to address a contract with greater complexity or risk. Insert the required frequency of CPRs in the following clause. If KPIs are used under the Contract, and Services Performance Reviews are not included, then the CPRs will need to be conducted at the same frequency as the KPIs need to be assessed (eg, quarterly). Drafters will also need to relocate the optional clauses for the discussion of Performance Measures from clause 3.4 into this clause, and delete "subject to clause 3.4.1" from clause 3.3.2b.

3.3.1 The parties shall jointly conduct CPR meetings at intervals of no greater than **[…INSERT REVIEW PERIOD IN MONTHS, EG six, 12…]** months or as otherwise agreed between the parties in writing.

3.3.2 The CPR meetings shall:

a. discuss Contract status, management and financial aspects of the Contract, drawing information from the CSR Part A;

b. subject to clause 3.4.1, include a Services Performance Review (SPR) to discuss the Services provided during the reporting period, drawing information from the Services Summary Report (CSR Part B);

c. discuss issues and/or discrepancies arising from the stocktake of Contractor Managed Commonwealth Assets (CSR Part C), if required;

Option: Include if the AIC program is applicable to the draft Contract (see clause 3.15).

d. review the progress of, and discuss any issues in relation to, the AIC program (CSR Part D);

e. identify and determine the actions required for longer-term planning of Contract management activities and the provision of Services; and

f. be conducted in accordance with the administrative arrangements in clause 3.5.

3.3.3 The parties acknowledge that the aims of each CPR are to consider the factors reported in the CSR and to facilitate the early identification and mitigation of any adverse effects, caused by either party, and to deal with external changes affecting the Contract.

3.4 Services Performance Reviews (Optional)

Note to drafters: SPRs are intended for contracts with a high level of activity and enable the review of the primary Services (as defined in clauses 4 to 8) more frequently than the whole-of-contract CPR, including performance measurement reporting. If Performance Measures will be included in the Contract (especially KPIs linked to Performance Payments), then the frequency of the SPRs will need to match the frequency at which the performance against KPIs is assessed (eg, quarterly). If SPRs are required, then tailor the following clause. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading. Refer to the SOW Tailoring Guide for guidance.

3.4.1 The parties shall jointly conduct SPR meetings at intervals of no greater than **[…DRAFTER TO INSERT NUMBER, EG, three or six...]** months or as otherwise agreed between the parties in writing.

3.4.2 If an SPR and a CPR are scheduled to occur in the same month, the Contractor may combine these reviews into a single review, except where otherwise specified in writing by the Commonwealth Representative.

3.4.3 The SPR meetings shall:

a. review the Contractor's performance in relation to the Service requirements of the Contract, drawing information from the Services Summary Report (CSR Part B);

b. allow the Contractor to provide any additional supporting information reasonably required to enable the Approval of the Services Summary Report (CSR Part B);

Option: Include when the draft Contract includes performance measures. If the draft Contract does not include KPIs and Adjusted Performance Scores, used to determine Performance Payments, amend the clause as required.

c. review the Contractor's performance for the provision of Services, as measured by the performance measures defined in the Contract, including:

(i) the achieved results and normalised results (eg, Adjusted Performance Scores) reported in the Performance Measurement Report portion of the Services Summary Report;

(ii) if applicable, claims for an adjustment of the measured results, including reasons for Performance Relief in accordance with clause 6.4 of the COC, and associated calculations; and

(iii) if applicable, the progress of any Remediation Plans;

d. enable the Commonwealth Representative to:

(i) assess the validity of the reported performance results and any claim for an adjustment to the measured results; and

(ii) determine any adjustment to the Performance Payments in accordance with Annex E to Attachment B;

e. to facilitate early identification and mitigation of adverse effects, caused by either party, and to deal with external changes that may affect future performance; and

f. be conducted in accordance with the administrative arrangements in clause 3.5.

Option: Include if the draft Contract will have KPIs and an Adjusted Performance Score of less than 80% represents significant under-performance. For a different performance management regime, seek advice from the PBC Directorate: pbc.enquiry@defence.gov.au.

3.4.4 The Commonwealth may, in its discretion, require more frequent reviews of Contractor performance than specified in clause 3.4.1 when the Contractor's performance assessed against any KPI is considered to be a significant under-performance (eg, an Adjusted Performance Score of less than 80% for a KPI). These additional meetings shall be conducted as ad hoc meetings in accordance with clause 3.6, with each meeting being conducted as if the Commonwealth Representative had called the meeting.

3.5 Administrative Arrangements for Reviews (Core)

Note to drafters: Amend the following clause if SPRs are included at clause 3.4.

3.5.1 The administrative arrangements under this clause 3.5 apply to all CPRs **[…INSERT "and SPRs", IF APPLICABLE…]**.

3.5.2 Reviews shall be chaired by the Commonwealth Representative or a nominated representative.

3.5.3 At least 10 Working Days prior to each review, the Contractor shall develop and deliver to the Commonwealth Representative an agenda (that is not subject to Approval), which:

a. complies with clause 2.3.1; and

b. addresses all topics in the applicable CSR sections, as per clause 3.2, and any other matters as required by the Commonwealth Representative or the Contractor.

3.5.4 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 review meetings. Review meetings may be held virtually when agreed by the Commonwealth Representative.

3.5.5 The Contractor shall ensure that Contractor representatives and, when requested by the Commonwealth Representative, Approved Subcontractors' representatives, participate in each review as appropriate to the subject and objectives of the review.

3.5.6 A review shall not be conducted until the Commonwealth Representative has agreed the time and place of the review.

Option A: For when the Contractor is to take minutes:

3.5.7 Within five Working Days following each review, the Contractor shall deliver minutes of the review to the Commonwealth Representative, for Approval, which summarise the major points of discussion, decisions taken, and all action items arising from the review.

Option B: For when the Commonwealth is to take minutes:

3.5.8 The Commonwealth Representative shall arrange for the preparation and delivery of minutes for each review.

3.5.9 The Contractor shall, promptly upon request, make available to the Commonwealth Representative all associated information and data supporting the reviews.

3.6 Ad Hoc Meetings (Core)

3.6.1 Either party may call an ad hoc meeting to discuss Contract matters where submission of CSRs and other forms of communication are inadequate to resolve the issues at hand.

3.6.2 When scheduling ad hoc 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 the anticipated information requirements;

c. deliver an agenda to the other party, as soon as practical, considering the date of the meeting and the urgency of the issues to be discussed; and

d. chair the meeting, unless otherwise mandated by the Commonwealth Representative.

3.6.3 Unless otherwise agreed by the Commonwe1alth Representative, the Contractor shall provide the facilities (including, when applicable, the venue), materials and services reasonably required for the conduct of ad hoc meetings. If the meeting is held at a third party's premises, such facilities, materials and services shall be provided as agreed by the parties. Ad hoc meetings may be held virtually when agreed by the Commonwealth Representative.

3.6.4 The Contractor shall ensure that Contractor representatives and, when requested by the Commonwealth Representative, Approved Subcontractors' representatives, participate in each ad hoc meeting as appropriate to the subject and objectives of the meeting.

3.6.5 Within five Working Days following the conclusion of the ad hoc meeting, the party that chaired the meeting shall deliver minutes to the other party, which summarise the major points of discussion, decisions taken, and all action items arising from the meeting. Contractor-developed minutes shall be subject to Approval by the Commonwealth Representative.

3.7 Subcontractor Management (Optional)

Note to drafters: If the Contract does not have scope for Approved Subcontractors then this clause will not be required. Refer to COC clause 11.9 for the criteria for selecting Approved Subcontractors, which also indicates what Contract provisions may need to be flowed down into Approved Subcontracts. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading. See the SOW Tailoring Guide for guidance.

3.7.1 The Contractor shall ensure that work performed by Approved Subcontractors is planned and managed consistent with the needs of the Contract.

3.7.2 The Contractor shall include details of the Approved Subcontractors' activities in each part of the CSR, where applicable to their assigned responsibilities.

3.8 Co-ordination and Co-operation (Core)

3.8.1 The Contractor acknowledges that the performance of its obligations under the Contract may require:

a. interoperation and integration of the Products with other systems; and

b. consultation, co-ordination and co-operation with Associated Parties.

3.8.2 The Contractor shall:

a. co-operate, as may be necessary or required by the Commonwealth, with all Associated Parties to ensure the interoperation and/or integration of the Products with host systems or other interfacing systems, as applicable;

b. co-operate, as may be necessary or required by the Commonwealth, with all Associated Parties (including outgoing and incoming contractors) to ensure that the Services:

(i) are provided in accordance with safety, security and other requirements of the Contract; and

(ii) do not impact on or interfere with the performance of the Products, or with other systems, or the completion of activities by Associated Parties; and

c. bring any causes, or likely causes, of interruption to the operation of the Products or to the performance of the Services to the attention of the Commonwealth Representative as soon as practicable after becoming aware of those causes.

Note to drafters: Amend the following clause to suit the requirements of the Contract, and include optional clause 3.8.4 when these responsibilities are delegated to Associated Parties.

3.8.3 The Contractor acknowledges that the Commonwealth is the system manager for the Products and host systems, which includes overall responsibility for:

a. Certification of the Materiel System(s) and its component products, as applicable;

b. Configuration Management;

c. system safety, including the management of applicable safety case(s);

d. system security risk management and Security Authorisation(s); and

e. **[...DRAFTER TO INSERT...]**.

Option: For when Associated Parties will have responsibility for system-level management, such as system security, certification, and Configuration Management functions, and the Contractor will be required to co-ordinate and co-operate with the Associated Parties to ensure that system-level records are maintained.

3.8.4 The Contractor acknowledges that the Commonwealth Representative may authorise one or more Associated Parties to undertake elements of the system-level responsibilities identified in clause 3.8.3.

3.8.5 Subject to clause 3.8.6, the Contractor shall notify the Commonwealth Representative and the applicable Associated Parties, in writing, when the Contractor either identifies an issue or undertakes work that either affects or is otherwise relevant to one or more of the system-level responsibilities identified in clause 3.8.3, in accordance with the following timeframes (or other timeframes agreed by the Commonwealth Representative):

a. for any matter that affects the safety of any person, within one Working Day;

b. for any high-risk (or higher) vulnerability that affects security (as determined in accordance with the risk management section of the Approved SSMP), within one Working Day; and

c. for all other matters, within 10 Working Days.

3.8.6 The Contractor does not need to notify the Commonwealth Representative or Associated Parties in accordance with clause 3.8.5c when it has otherwise notified these parties as part of the Services.

3.9 Maintenance of Contractual Documents (Core)

3.9.1 The Contractor shall incorporate all changes to the Contract and maintain a configured copy of the Contract.

3.9.2 The Contractor shall archive all superseded versions of the Contract to ensure that the exact status of the Contract at any previous time is able to be determined from the archived versions.

3.10 Contractor Managed Commonwealth Assets and Government Furnished Services (Core)

3.10.1 Provision and Management of Government Furnished Material and Services (Optional)

Note to drafters: This clause is required when GFM (as a subset of CMCA) will be provided to the Contractor. If not required, replace the following clauses with a single 'Not used'.

If safety-related information is not contained within 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.

3.10.1.1 Subject to clause 3.6 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 G and the GFM section of Approved S&Q Orders, as applicable.

3.10.1.2 The Contractor shall acknowledge receipt of the GFM, in writing, to the Commonwealth Representative within five Working Days of delivery, or such other period as may be agreed in writing by the Commonwealth Representative.

3.10.1.3 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.

3.10.1.4 The Contractor shall:

a. within the periods identified in Attachment G or the GFM section of Approved S&Q Orders (as applicable), 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 to the extent feasible of that item 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.

3.10.1.5 The Contractor shall not use GFM that has been found on inspection to be materially damaged, defective or deficient.

Note to drafters: To fully define the scope of the Contractor's Maintenance responsibilities for GFE requires Maintenance responsibilities for these items to be specified in Annex A.

3.10.1.6 The Contractor shall carry out Maintenance of all items of GFE that require Maintenance in accordance with clause 6 and the applicable maintenance manuals.

3.10.2 Use of GFM (Optional)

3.10.2.1 The Contractor shall, in a skilful manner, utilise the GFM in the provision of the Services in accordance with the Contract.

3.10.3 Care of Contractor Managed Commonwealth Assets (Core)

3.10.3.1 The Contractor shall provide the facilities and other resources required to store, handle, preserve and protect all Contractor Managed Commonwealth Assets (CMCA).

3.10.3.2 Without limiting the Contractor's obligations under the Contract and except where otherwise required under clause 3.10.4, the Contractor shall, within five Working Days of becoming aware that any CMCA is lost, destroyed, damaged, defective or deficient, notify the Commonwealth Representative of the event.

3.10.4 Assurance and Stocktaking of Contractor Managed Commonwealth Assets (Core)

Note to drafters: When completing the clauses below, check for updates to the Defence Stocktake Manual and the ERP 'System Steps Library'.

The ERP is now used for general stocktaking. Amend the following clauses if other inventory management systems are also required (eg, COMSARM for armaments). The note to tenderers can be used if future ERP changes will affect stocktaking. If ERP will be used for all stocktaking, the note to tenderers can be deleted (retain reference to training if desirable).

Note to tenderers: The Defence Enterprise Resource Planning Solution (ERP) has replaced previous information systems for general stocktaking. However, future ERP releases may supersede current systems for specialised stocktake, and require changes to be included during negotiations for any resultant Contract. If all related ERP functions have not been implemented by the Effective Date, then one or more CCPs may be required for future releases of ERP.

Refer to SOW Annex B for training in the use of Defence information systems.

3.10.4.1 The Contractor shall develop, deliver and update a Commonwealth Assets Stocktaking Plan (CASP) as part of the SSMP.

3.10.4.2 Without limiting clause 2.3, the Commonwealth Representative shall assess the CASP to ascertain whether it is sufficient to discharge Defence's responsibilities to account for its assets, as set out in the Defence Stocktake Manual Chapter **[…INSERT "4" OR APPLICABLE CHAPTER...]**.

3.10.4.3 The Contractor shall:

a. institute, maintain and apply a system for the accounting for and control, handling, preservation, protection and maintenance of CMCA;

b. undertake stocktakes and other assurance checks of CMCA; and

c. develop and deliver the Commonwealth Assets Stocktaking Reports (CASRs) in accordance with clause 3.2.

3.10.4.4 The Contractor acknowledges that, where CMCA are held to account in the Defence Enterprise Resource Planning Solution (ERP), the stocktaking requirements for these assets will be defined by ERP, such that:

a. when the Commonwealth manages ERP records for any CMCA, the Commonwealth Representative will advise the Contractor of the CMCA that will be subject to stocktaking; and

b. when the Contractor manages ERP records for CMCA, the Contractor will conduct stocktaking of CMCA in accordance with the requirements defined by ERP.

3.10.4.5 If CMCA are held to account on systems other than ERP, the Contractor shall conduct assurance stocktakes for each type of asset in accordance with the requirements of the Defence Stocktake Manual Chapter **[…INSERT "4" OR APPLICABLE CHAPTER...]** .

3.10.4.6 Without limiting clause 2.3, the Commonwealth Representative will assess the CASR to ascertain whether it sufficiently accounts for the CMCA in the possession of the Contractor.

3.10.4.7 The Contractor shall promptly conduct investigations into every discrepancy arising from stocktakes of CMCA.

3.10.4.8 The Contractor shall immediately notify the Commonwealth Representative of any deficiencies that are discovered through a stocktake of CMCA.

3.11 Technical Data and Software Rights Management (Core)

3.11.1 The Contractor shall manage Technical Data and Software rights and restrictions in accordance with clause 5 of the COC.

3.12 Defence Security Compliance (Core)

Note to drafters: Work to implement Defence security compliance may vary based on the tailoring of clause 11.10 of the COC. Refer to the SOW Tailoring Guide for optional clauses.

3.12.1 The Contractor shall ensure that all security procedures, training, facilities, documentation and clearance requests are established and maintained to meet the requirements of clause 11.10 of the COC.

3.13 Quoting for Survey and Quote Services (Core)

3.13.1 The Contractor shall ensure that all requests for S&Q Services are responded to, and undertaken, in accordance with clause 3.11 of the COC, including the preparation of quotations that comply with the requirements of DID-SPTS-S&Q and clause 2.3.1.

3.13.2 Where the Commonwealth considers that the preparation of a quote for an S&Q Service is likely to require a substantial level of effort, the Commonwealth Representative may request the Contractor to prepare the quote as a separate S&Q Service.

3.13.3 The preparation of a quote as an S&Q Service under clause 3.13.2 does not commit the Commonwealth to the Approval of the resulting quote for S&Q Services.

3.14 Remediation (Optional)

Note to drafters: Remediation Plans are a mechanism used to plan and then overcome a Default, including an under-performance of Services. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

3.14.1 A Default Notice issued under clause 13.3 of the COC, or a direction given under clause 12.4.9 of the COC (regarding Work Health and Safety (WHS)), may require the Contractor to develop and submit to the Commonwealth Representative, for Approval, a Remediation Plan in accordance with clause 6.7 of the COC, detailing the steps that the Contractor will take to address the relevant matter and the dates by which those steps will be completed.

3.14.2 The Contractor shall ensure that the steps the Contractor undertakes as required by an Approved Remediation Plan in relation to Services do not affect the performance of any other Services or are inconsistent with the Contract.

3.14.3 Once a Remediation Plan is Approved, the Contractor shall complete all of the steps and activities contained in the Approved Remediation Plan within the timeframe specified in the Approved Remediation Plan.

3.15 Australian Industry Capability (Optional)

Note to drafters: This clause should be included if an AIC program will apply to any resultant Contract. Refer to COC clause 4 for more details on including an AIC program.

If an AIC program is not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

3.15.1 The Contractor shall manage and conduct the Australian Industry Capability (AIC) program in accordance with clause 4 of the COC, Attachment K, and the Approved SSMP.

3.15.2 The Contractor shall address the conduct and management of the AIC program activities in the SSMP.

3.15.3 The Contractor shall develop and deliver the AIC Reports, as part of the CSR, in accordance with clause 3.2.

3.16 Indigenous Participation (Optional)

Note to drafters: Include these clauses when an Indigenous Participation Plan is required as part of the Contract. Refer to COC clause 12.9 for additional detail.

If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

Note to tenderers: This clause implements the work component for the Indigenous Procurement Policy, refer to COC clause 12.9 for details. For details of the Indigenous Procurement Policy Reporting Solution (IPPRS) refer to:

- ***https://www.niaa.gov.au/online-help-ipprs/getting-started***

3.16.1 The Contractor shall comply with the Indigenous Participation Plan at Attachment L.

3.16.2 The Contractor shall submit **[...INSERT EG 'quarterly'...]** reports and an end of Contract report, regarding the achievement of the Indigenous Participation Plan under the Contract, through the Indigenous Procurement Policy Reporting Solution (IPPRS).

3.16.3 For the Term of the Contract, the Contractor is responsible for managing access by Contractor Personnel to the IPPRS reporting portal, including by:

a. enabling access for authorised personnel; and

b. disabling access for authorised personnel once access is no longer required.

3.16.4 The Contractor shall provide Indigenous Participation Reports as part of the CSR.

4. OPERATING SUPPORT (OPTIONAL)

Note to drafters: Operating Support is not required in all contracts. Refer to the SOW Tailoring Guide regarding Operating Support. If Operating Support is not a required for the Contract, the clauses below may be deleted and the heading annotated as 'Not used'.

The following clauses set out requirements for help desk Services (for hardware or Software Products) as an example of Operating Support Services. More detailed clauses for help desk Services may be copied from DSD-OPS-HLPDSK from ASDEFCON (Support). Where other types of Operating Support Services are required, these clauses should be replaced accordingly.

4.1 General Requirements for Help Desk Services (Optional)

4.1.1 The Contractor shall provide help desk Services within Australia, for the Products for which the Contractor is identified as having help desk responsibilities in Annex A, to assist **[… INSERT 'users' OR 'Defence help desk staff to assist users'…]** that operate the **[…INSERT NAME OF SYSTEMS / EQUIPMENT…]**.

4.1.2 The use of help desk Services by the Commonwealth will be primarily limited to **[…INSERT DEFENCE HELP DESK OR APPLICABLE ORGANISATION NAME…]** personnel who are authorised to access these Services.

Note to drafters: Edit the following clauses according to the help desk Services required.

4.1.3 In providing the help desk Services, The Contractor shall provide the following range of Services in accordance with this clause 4 and the Approved SSMP:

a. the resolution of operational queries and assistance to staff in the performance of their normal duties;

b. provision of technical operation and Maintenance advice and direction to Commonwealth Personnel on matters relating to the function and performance of the applicable Products, including operating and Maintenance procedures for Commonwealth Personnel, Maintenance incidents and anomalies, required spares and repair parts and Maintenance Consumables, and vendor or third party support;

c. provision of management and coordination of maintenance 'site call-out', when requested by the Commonwealth Personnel who are authorised to access these Services; and

d. provision of direct user support for the pre-deployment / pre-mission preparation, operation, and post-deployment / post-mission reconstitution for the **[…INSERT NAME OF SYSTEM…]**.

Note to drafters: If only a portion of the documents to be listed in clause 4.1.4 are applicable, then the following clause should be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

4.1.4 The Contractor shall provide help desk Services in accordance with the following documents, as tailored by the Approved SSMP:

a. **[…INSERT REFERENCE(S) TO THE RELEVANT DOCUMENT(S)…]**, and

b. **[…INSERT REFERENCE(S) TO THE RELEVANT DOCUMENT(S)…]**.

Note to drafters: Tailor the following clauses for the levels of help desk support required. Level 4 Support is where those Services are being provided by another party and the Contractor is to refer activities out to that arrangement, if applicable the Level 4 clause may be deleted.

4.1.5 The Contractor shall provide the following levels of support to undertake the help desk Services identified at clause 4.1.3:

a. Level 0 Support – self-service support (eg, via a web portal) that enables system users to resolve their own issues using readily available resources such as 'frequently asked questions and answers' and a knowledge base;

b. Level 1 Support – administrative and technical support required to receive, manage and resolve help desk service requests when escalation to a higher level is not required, or to escalate the request if required, and to liaise with help desk users and/or other authorised Commonwealth Personnel to assist in the resolution of the following types of issues:

(i) Technical operation and Maintenance advice – providing advice on matters relating to the function and performance of the Products Being Supported and their operating and Maintenance requirements (eg, to clarify issues in operator and Maintenance Publications);

(ii) Configuration and operator errors – assisting users to address incorrect setting(s) and/or the incorrect operation of the Products;

(iii) System faults – assisting users, including maintainers, to identify and localise faults in hardware and Software, before escalating to Level 2 Support for resolution; and

(iv) Spares advice – providing advice on packaging, handling, storage and transportation procedures, and the availability, and delivery or turn-around times, for Repairable Items (RIs) and Non-RIs;

c. Level 2 Support – technical support, which does not involve travel, to resolve those matters unable to be resolved either:

(i) within **[…INSERT NUMBER OF HOURS EG, "four"…]** hours of receipt of the service request at Level 1 Support; or

(ii) without escalation, to technical staff with knowledge beyond the scope of Level 1 Support;

d. Level 3 Support – technical support that requires field / on-site work, at any deployed location; and

e. Level 4 Support – technical support to transfer a user inquiry to **[…INSERT DETAILS OF THIRD PARTY HELPDESK…]** for resolution when the inquiry is outside the scope of responsibility or capability of the help desk Services.

4.1.6 The Contractor shall provide help desk Services as follows:

a. for Level 0 Support, 24 hour availability, seven days a week;

b. for Level 1 Support, **[…INSERT HOURS OF OPERATION…]** hours, Eastern Standard Time / Eastern Summer Time, seven days per week;

c. for Level 2 Support, **[…INSERT HOURS OF OPERATION…]** hours, Eastern Standard Time / Eastern Summer Time, **[…INSERT DAYS PER WEEK…]** days per week; and

d. for Level 3 Support, **[…INSERT HOURS OF OPERATION…]** hours, Eastern Standard Time / Eastern Summer Time, **[…INSERT DAYS PER WEEK…]** days per week.

Note to drafters: The Price & Payment Schedule will need to identify the applicable Task-Priced Service. Alternatively, the following clause will need to be modified.

4.1.7 Help desk Services outside of the 'standard hours' identified under clause 4.1.6 shall be provided as a Task-Priced Service in accordance with Attachment B.

Note to drafters: When required, amend the methods for Help Desk contact.

4.1.8 The Contractor shall provide a free-call phone number, e-mail address, and self-service web portal for use by the Commonwealth to correspond with the help desk Services.

4.2 Help Desk Service Request Logging (Optional)

Note to drafters: Amend the following clauses as required for the draft Contract. Refer to DSD-OPS-HLPDSK in ASDEFCON (Support) for examples of more detailed clauses.

4.2.1 The Contractor shall maintain a record of each service request, in a help desk management system, including:

a. a unique reference number;

b. service request categorisation (eg, by Configuration Item or by function);

c. date and time when the service request was made;

d. name and/or other identification, department, phone, and location of the person and/or group making the request;

e. method of notification (eg, telephone, automatic, e-mail, online form, or in person);

f. a description of the service required or the issue affecting the user, as applicable;

g. details of the:

(i) urgency (ie, how quickly a resolution is needed), including any requested resolution timeframe;

(ii) impact on the user(s); and

(iii) prioritisation (eg, based on urgency and impact);

h. support group or person to which the service request is allocated for resolution;

i. if a service request is escalated to a third party, details of the referral;

j. a summary of the activities undertaken in response to the service request, including when advice is provided or actions are taken that involve known work-arounds;

k. service request status (eg, active, pending, escalated, resolved or closed);

l. service request resolution date and time; and

m. service request closure date and time.

4.2.2 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Contractor's service management system for the duration of the Contract.

4.2.3 The Contractor shall maintain detailed records of all help desk service requests and resolution activities conducted. Such records are to be archived by the Contractor because they may be required by the Commonwealth for auditing and investigation purposes. At the end of the Term, all such records are to be passed to the Commonwealth.

4.3 Service Request Investigation and Resolution (Optional)

Note to drafters: This clause is optional but generally needed. Amend as required.

4.3.1 The Contractor shall promptly investigate and perform diagnosis in order to understand the nature of each service request and to determine an appropriate response.

4.3.2 The Contractor shall not delay corrective action or the provision of a workaround solution, whenever practicable, due to the need for investigation and diagnosis.

4.3.3 The Contractor shall escalate a service request to the most appropriate support group within the Contractor's organisation as soon as it becomes clear that Level 1 Support is unable to resolve the service request itself.

Note to drafters: The following example clause should be amended to suit the requirements of the Contract (eg, to align 'Urgent Defect (URDEF)' resolution requirements).

4.3.4 The Contractor shall resolve all service requests (during the elapsed operating hours of the help desk, as defined under clause 4.1.6) within the following resolution times:

a. for service requests that do not involve a system fault or failure:

(i) for high priority service requests: **[…INSERT NUMBER 'minutes' OR 'hours'...]**;

(ii) for routine priority service requests: **[…INSERT NUMBER…]** hours; and

b. for service requests that involve a system fault or failure and a solution or work-around is known, in accordance with the applicable resolution time at clause 4.3.4a, or otherwise, 150% of an applicable specified period (eg, a published mean time to repair);

c. for service requests that involve a system fault or failure and a solution or work-around is not known:

(i) for high priority service requests: **[…INSERT NUMBER 'minutes' OR 'hours'…]**; or

(ii) for routine priority service requests: **[…INSERT NUMBER…]** hours; or

d. as otherwise Approved by the Commonwealth Representative to implement a work-around solution, to resolve a system failure or fault (eg, if requiring a hardware or Software design change), or on-site support from the Level 3 Support help desk.

4.3.5 For clarity, the time taken by an applicable third party to accept responsibility for a service request, and the time taken by the Commonwealth Representative to Approve or reject a solution to a fault or failure, shall not be included in the resolution time for the purposes of clause 4.3.4.

4.3.6 The Contractor shall only record a service request as being resolved (but not closed):

a. once the actions undertaken are confirmed as having resolved the service request (eg, by user confirmation or test);

b. if the service request has been escalated to a third party, when the third party has accepted responsibility for resolving the service request; or

c. once a work-around solution (Approved by the Commonwealth, including when closing a previous service request for the same issue) has been applied.

4.4 Service Request Closure (Optional)

Note to drafters: This clause is optional but generally needed. Amend as required.

4.4.1 If a service request has been escalated to a third party, the Contractor shall only close the service request once the third party has advised that the service request has been resolved, or as otherwise agreed by the Commonwealth Representative.

4.4.2 The Contractor shall record a service request as closed once the issue is resolved and the user acknowledges the resolution and is satisfied with it, or as otherwise agreed by the Commonwealth Representative.

5. ENGINEERING SUPPORT (OPTIONAL)

Note to drafters: Engineering Support may not be required in all contracts. Refer to the SOW Tailoring Guide for more information. If Engineering Support is not a requirement of the Contract, the clauses below can be deleted and the heading annotated as 'Not used'.

5.1 General Requirements for Engineering Services (Core)

5.1.1 General (Core)

5.1.1.1 The Contractor shall provide Engineering Services for the Products:

a. for which the Contractor has been identified as having engineering responsibility at Annex A; and

b. using the technical manuals referenced against each of the applicable Products.

Note to drafters: Insert relevant reference(s) into the following clause to describe the standard engineering administrative processes to be followed. If only a part of a reference is relevant, that part should be identified. If not applicable, the following clause may be deleted.

5.1.1.2 In addition to the technical manuals referenced against each Product in Annex A, the Contractor shall provide Engineering Services in accordance with:

a. **[…INSERT REFERENCE(S) TO THE RELEVANT DOCUMENT(S)…]**; and

b. **[…INSERT REFERENCE(S) TO THE RELEVANT DOCUMENT(S)…]**.

5.1.1.3 The Contractor shall undertake all engineering administrative actions necessary to ensure that the correct engineering-related recording and reporting processes have been followed in accordance with the Approved SSMP and **[…INSERT APPLICABLE REFERENCE, SUCH AS THE ADF REGULATORY / ASSURANCE FRAMEWORK PUBLICATION…]**.

5.1.2 Commonwealth-authorised Annual Technical Effort (Optional)

Note to drafters: The Commonwealth-authorised Annual Technical Effort (CAATE) aims to provide an efficient alternative to implementing numerous individual S&Q Services by including the required effort as part of Recurring Services. Benefits of this feature include avoiding the administrative overheads that managing S&Q Services places on both parties.

The Commonwealth will pay for this effort whether or not all of the hours are used; hence, the decision to include this clause needs to be based on an on-going requirement. If not required, the clauses below the heading can be deleted and the heading designated as 'Not used'.

5.1.2.1 The parties acknowledge that there may be engineering and related technical tasks, which:

a. are identified in this SOW as S&Q Services under this clause 5, under clause 6 and, where related to help desk Services, under clause 4; and

b. may not be appropriate to be undertaken as an S&Q Service when the costs to the Commonwealth (whether in monetary, time, capability or personnel safety terms) to implement an S&Q Order for the provision of the Service would be disproportionate to the value of the Service.

Note to drafters: Insert a suitable number of hours of annual effort into the following clause. As a guide, 750 hours would allow for approximately half of a 'full time equivalent' person, even though different people may perform different tasks.

5.1.2.2 To address the Commonwealth's needs arising out of clause 5.1.2.1, the Contractor shall provide **[...DRAFTER TO INSERT EG.: "750"...]** hours of engineering and related technical effort per annum ('**Commonwealth-authorised Annual Technical Effort**' or '**CAATE**') to be utilised for tasks, as defined by the Commonwealth in accordance with clause 5.1.2.1b. Any task, which does not meet the criteria identified in clause 5.1.2.1b or is required after all of the CAATE has been utilised, is to be undertaken as an S&Q Service.

5.1.2.3 In relation to the management and utilisation of the CAATE:

a. CAATE shall be managed and utilised in accordance with this clause 5.1.2 and the Approved SSMP;

b. the Contractor shall not use the CAATE to undertake tasks that relate to the performance of an obligation which the Contractor is otherwise required to perform under the Contract;

c. the Contractor shall not commence a CAATE task until the Commonwealth has provided written notice to the Contractor that the task is authorised;

d. unless otherwise specified by the Commonwealth, in writing, each task shall be undertaken on a time-and-materials basis under a Not to Exceed (NTE) amount for that task specified in the notice authorising the task (ie, the maximum amount of effort that can be utilised on that task);

e. the Contractor shall not exceed the authorised NTE amount for a task, even if all of the CAATE for the year has not been utilised;

f. any unused hours that were authorised for a CAATE task but not required for the completion of that task shall be available for subsequent CAATE tasks;

g. if the Commonwealth does not utilise all of the CAATE in a year, any remaining effort does not carry over into the subsequent year, unless otherwise agreed between the parties; and

h. if the Commonwealth has authorised sufficient tasks to utilise all the CAATE in a year but the Contractor does not utilise all of the CAATE, then unless otherwise agreed by the Commonwealth, in writing, the Contractor shall:

(i) only make a final claim for payment for a year in relation to the hours actually provided to the Commonwealth for that year; and

(ii) reimburse the Commonwealth for any hours in respect of which payment has been made by the Commonwealth that were not provided.

5.2 Engineering Organisation and System Compliance (Optional)

Note to drafters: If required, amend the following clauses to suit the applicable ADF regulatory / assurance framework; otherwise, the clauses under clause 5.2 may be replaced with a single 'Not used'. Policies / regulations are directed (principally) at the Commonwealth but specific provisions may be applied to contractors, hence the list below should only include requirements applicable to contractors (not whole publications). Drafters should refer to the SOW Tailoring Guide and, when required, seek advice from the applicable ADF regulatory / assurance authority.

5.2.1 The Contractor shall have the systems, people and resources in place to ensure that Engineering Services are performed:

a. to approved standards, by competent and authorised individuals who are acting as members of an authorised organisation, and whose work is certified as correct; and

b. in compliance with the following requirements defined in **[…INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION…]**:

(i) **[…INSERT REGULATIONS / DOCUMENT SECTION…]**; and

(ii) **[…INSERT REGULATIONS / DOCUMENT SECTION…]**.

Note to drafters: The following optional clauses should be considered if the Contractor's engineering activities could reasonably, and directly, affect Material Safety. If all work will pass through Defence engineering staff with applicable delegations, this may not be necessary. If the Contractor will be required to be 'approved' by the ADF regulator / assurance authority, refer to ASDEFCON (Support) for additional clauses. Insert applicable details and amend the following two clauses to suit the individual Contract requirements.

Option: Include the following clauses when the scope of engineering work could reasonably affect the Materiel Safety of the Mission System.

5.2.2 The Contractor acknowledges that the **[…INSERT: 'Continuing Airworthiness Manager', 'Principal Engineer', 'Chief Engineer' OR OTHER…]** has overall responsibility to the **[…INSERT ADF REGULATORY / ASSURANCE AUTHORITY…]** (the ADF regulatory / assurance authority) for the continuing **[…INSERT Materiel Safety / airworthiness / seaworthiness …]** of the **[…INSERT Materiel System / Fleet…]**.

5.2.3 The Contractor shall, when providing Engineering Services that affect the **[…INSERT Materiel Safety / airworthiness / seaworthiness …]** of the **[…INSERT Materiel System…]**, ensure compliance with the requirements defined in clause 5.2.1 on behalf of the **[…INSERT: 'Continuing Airworthiness Manager', 'Principal Engineer', 'Chief Engineer' OR OTHER…]**.

5.2.4 When requested by the Commonwealth Representative for the purposes of audit by the **[…INSERT ADF REGULATORY / ASSURANCE AUTHORITY…]**, the Contractor shall demonstrate that its engineering systems and processes comply with the requirements defined in clauses 5.1.1.2 and 5.2.1.

5.3 Configuration Management (Core)

5.3.1 General

5.3.1.1 The Contractor shall ensure that the configuration of the Products, for which the Contractor has been identified as having engineering responsibility at Annex A, remain compliant with the Configuration Baselines for those Products, as defined in **[…INSERT REFERENCE TO BASELINE CONFIGURATION DATA / DOCUMENT(S)…]**, unless otherwise agreed by the Commonwealth Representative.

Option: Include, and if required amend, the following clause when the Contractor will need to identify the Configuration Baselines at the start of the Contract (eg, because suitable baselines were not obtained during a preceding acquisition program).

5.3.1.2 No later than 40 Working Days after the Effective Date, the Contractor shall:

a. identify all Configuration Items (CIs) that constitute the Products for which the Contractor is annotated as having Configuration Management (CM) responsibility at Annex A;

b. uniquely identify all documents that disclose the performance, functional and physical attributes of the Products specified in sub-clause a above, so that the documents may be accurately associated with the applicable Configuration Baselines (eg, Functional Baseline (FBL) and Product Baseline (PBL)); and

c. develop a CSA report in accordance with clause 5.3.3.1.3 that demonstrates that the requirements of sub-clauses b and c above have been met, and deliver the CSA report to the Commonwealth Representative for Approval.

Option: Include and amend and the following clauses to specify the Contractor's responsibilities in relation to maintaining Configuration Baselines for the Products.

5.3.1.3 The Contractor shall maintain the Configuration Baselines of the Products, for which the Contractor is annotated as having CM responsibility at Annex A.

5.3.1.4 If a change to a Product Baseline is required as an outcome of another Service that is provided as an S&Q Service (eg, as an outcome of an Approved Engineering Change Proposal (ECP)), the change to the Product Baseline shall be included as part of that other Service.

5.3.2 Configuration Control (Optional)

Note to drafters: This clause should be included when the Contractor will be required to develop and implement Engineering Change Proposals. If not required, delete the clauses below and annotate the heading as 'Not used'.

5.3.2.1 General

5.3.2.1.1 The Contractor shall manage configuration changes and Deviations, including their:

a. physical and functional design characteristics;

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.

5.3.2.2 Deviations

5.3.2.2.1 The Contractor shall submit an Application for a Deviation in accordance with clause 10.4 for any Services that will or are likely to result in a non-conformance with a Baseline.

5.3.2.2.2 The Contractor shall not perform the Service that would result in a non-conformance with a Baseline until the Deviation has been Approved by the Commonwealth Representative.

5.3.2.3 Configuration Changes

Note to drafters: Amend the following clause if clause 5.7 and/or clause 5.8 are not included.

5.3.2.3.1 Either party may propose a configuration change to the Products. When such a configuration change is proposed, the Contractor shall develop an ECP that:

a. complies with the requirements of DID-CM-MGT-ECP; and

b. as applicable to the Products and the scope of the configuration change, addresses:

(i) the system safety requirements under clause 5.7; and

(ii) the system security requirements under clause 5.8.

5.3.2.3.2 The Contractor shall deliver ECPs to the Commonwealth, for Approval, as follows:

a. for all Commonwealth-proposed configuration changes, within 30 Working Days after receipt of the Commonwealth's notice in relation to the proposed configuration change (or other timeframe agreed between the parties); and

b. for all Contractor-proposed configuration changes that are classified as Major Changes, in a timeframe commensurate with the impact of the proposed configuration change on the operation, use and support of the Mission System, including in relation to operational effectiveness, safety, and compliance with requirements for environmental protection.

5.3.2.3.3 For all Contractor-proposed configuration changes that are classified as Minor Changes, the Contractor shall advise the Commonwealth of each change within 20 Working Days of the Contractor approving the Minor Change through its Configuration Control processes (or other timeframe agreed between the parties).

5.3.2.3.4 At the request of the Commonwealth, the Contractor shall resubmit a proposed Minor Change to a Product Baseline as a proposed Major Change to that Product Baseline in accordance with clause 5.3.2.3.2.

5.3.2.3.5 For each ECP delivered to the Commonwealth, for Approval, the Commonwealth shall advise the Contractor in writing, pursuant to clause 2.3.2, that the ECP is either Approved or not Approved within 40 Working Days of receipt of the ECP (or other timeframe agreed between the parties).

5.3.2.3.6 Subject to clause 5.3.2.3.7, the Contractor shall undertake the following activities for a Major Change as S&Q Services:

a. except where otherwise specified in the Contract, all activities associated with the development of an ECP for a Major Change, including obtaining the necessary Commonwealth Approvals for the ECP; and

b. implementation, Verification and Validation (V&V), and Configuration Audits of an Approved Major Change, including (if applicable) obtaining Acceptance of the modified Products from the Commonwealth Representative.

Note to drafters: The scope of Major Changes to be undertaken as Recurring Services may depend on the level of on-going engineering resources under contract and the Contractor's responsibility for the Products (eg, were they the manufacturer?). Hence, while compliance with other provisions of the Contract (clause 5.3.2.3.7b) will apply in most cases, other conditions could add undue risk and cost (within Recurring Services Fees) to any resultant Contract. Drafters should review and tailor the following list for the needs and scale of the draft Contract. Note that, if clause 5.1.2 is included, the CAATE provides some engineering resources as a Recurring Service (but not the procurement of new stock items).

5.3.2.3.7 The Contractor shall undertake all activities for a Major Change as part of the Recurring Services Fee if the Major Change:

a. is required to be undertaken due to legislation (other than new legislation or a change to legislation after the Effective Date which was not reasonably foreseeable as at the Effective Date);

b. is required to enable the Contractor to comply with the other provisions of the Contract, including provisions for Defects;

c. is already provided for through a Subcontract, product licensing or supplier support agreement;

d. involves the replacement of a Non-RI with one that is form, fit and function compatible; or

e. is required to ensure that an RI is able to be made Serviceable.

5.3.2.3.8 In the event that any proposed Major Change would result in a change to the Contract, the Contractor shall develop and submit a CCP in accordance with clause 11.1 of the COC.

5.3.2.4 Commonwealth-conducted Configuration Control Boards (Optional)

Note to drafters: If the following clause is retained, copies of the relevant parts of the Commonwealth's CMP will need to be provided to the Contractor. Care needs to be taken that the Commonwealth's CMP does not conflict with the requirements of the SOW.

5.3.2.4.1 The Commonwealth will conduct Configuration Control Boards (CCBs) in accordance with the Commonwealth's Configuration Management Plan.

5.3.2.4.2 When requested by the Commonwealth Representative, the Contractor shall participate in Commonwealth-conducted CCBs, as a non-voting advisor, to ensure that the implications of any proposed Major Change are considered prior to agreement by the CCB.

5.3.2.4.3 The Contractor shall ensure that the Contractor representatives and, when requested by the Commonwealth Representative, Subcontractors' representatives participate in each Commonwealth-conducted CCB, as appropriate to the subject and objectives of the meeting.

5.3.2.4.4 When the Contractor has been requested to attend a Commonwealth-conducted CCB, the Parties shall conduct the preparation, notice and follow-up to the Commonwealth-conducted CCB as an ad hoc meeting in accordance with clause 3.6.

5.3.2.4.5 The Contractor shall, upon request, make all supporting data reasonably required by the Commonwealth for the purposes of the Commonwealth-conducted CCBs available to the Commonwealth Representative within five Working Days of the request.

5.3.2.4.6 The Commonwealth shall convene Commonwealth-conducted CCBs on an as-required basis. For planning purposes, the Contractor should expect to attend at least two Commonwealth-conducted CCBs in any calendar year, with each CCB running for approximately half a day.

5.3.3 Configuration Status Accounting (Optional)

Note to drafters: Clauses 5.3.3.1 and 5.3.3.2 are drafted on the basis of the Contractor being required to use their own CSA system. If the Contactor will be required to use a Defence CSA system, then these clauses will require amendment. Refer to the ASDEFCON (Support) template, DSD-ENG-CM clause 6.2.6 (and guidance) to assist in amending the following clauses.

5.3.3.1 General

5.3.3.1.1 The Contractor shall implement, maintain and use, in accordance with the Approved SSMP, a CSA system that correlates, stores, maintains and provides readily available views of all configuration information relating to the applicable Products at Annex A and their Baselines.

5.3.3.1.2 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Contractor's CSA system for the duration of the Contract.

5.3.3.1.3 The Contractor shall develop the CSA reports from the Contractor's CSA system for the applicable Products at Annex A, that comply with the requirements of DID-CM-DATA-CSAR, clause 5.3.3.2, and clause 2.3.1.

Note to drafters: Amend the following clause, depending upon whether or not the optional clause 5.3.1.2 has been included above.

5.3.3.1.4 The Contractor shall deliver each CSA report to the Commonwealth Representative, for Approval, no later than 10 Working Days after receiving the Commonwealth's request, in writing, for the required CSA report. For scoping purposes only, the Contractor should plan to provide at least two CSA reports each calendar year […, and the CSA report required under clause 5.3.1.2…].

5.3.3.2 CSA Data Exchange

Note to drafters: In the clause below, insert the applicable specification for defining the data exchange schema; for example, EIA-836B, ANP4422-6001 Materiel Data Exchange Specification, or the applicable 'enterprise data exchange standard (EDES)' for ERP.

5.3.3.2.1 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 Commonwealth CSA system, as necessary to ensure that the delivered CSA data is both timely and accurate. The schema shall comply with **[…INSERT APPLICABLE SPECIFICATION…]**.

5.3.3.2.2 The Contractor shall ensure that the schema required under clause 5.3.3.2.1 is developed and Approved no later than 12 months after the Effective Date (or other timeframe agreed between the parties). The Commonwealth Representative will provide Approval (or otherwise) of any proposed schema as if it were a data item being delivered pursuant to clause 2.3.

5.3.3.2.3 After the schema has been Approved by the Commonwealth Representative, the Contractor shall deliver CSA reports under clause 5.3.3.1 utilising the Approved schema.

5.4 Engineering Investigations (Core)

Note to drafters: The initial investigation of Defects and Maintenance incident investigations are covered under clause 6.7. This clause provides for engineering investigations, which may include follow-up activities from those Maintenance investigations. Drafters should tailor the clause to meet the specific requirements of the Contract.

The following clauses assume that engineering investigations under clause 5.4.1 are included as Recurring Services, while engineering investigations under clauses 5.4.2 and 5.4.3 are undertaken as S&Q Services. Drafters may need to amend the following clauses, depending upon the management and preferred payment arrangements for Engineering Services.

Drafters should also amend the following clause if clause 5.7 and/or clause 5.8 are not included.

5.4.1 The Contractor shall conduct engineering investigations and related technical research, which are required or appropriate to:

a. maintain the function and performance of the Products, particularly in relation to parts substitution for Non-RIs;

b. perform its regulatory / assurance responsibilities, as defined in clause 5.2;

c. maintain safety in relation to the Products, including in response to the system safety activities under clause 5.7;

d. maintain security in relation to the Applicable Security Products, including in response to the system security activities under clause 5.8;

e. support the provision of Maintenance Services; and

f. support the analysis and rectification of any Defects (including Latent Defects) requiring rectification under the Contract.

5.4.2 When requested by the Commonwealth in writing, the Contractor shall undertake engineering investigations and related technical research into various issues for which the Contractor has technical capability and expertise, including:

Note to drafters: The following list may be amended to suit the Contract – these areas of investigation are not expected to be included in the Recurring Services.

a. detailed investigation of Defects, where the Commonwealth requires more detailed investigation than would otherwise be required to support the rectification of the Defects under clause 5.4.1;

b. parts substitution for RIs;

c. development of alternate or supplementary operating, Maintenance, and supply procedures;

d. development of Deviations; and

e. development of publication amendment proposals.

Note to drafters: Where the Contractor is to raise requests for more than results of Technical Data reviews, the following clause should be expanded with subclauses.

5.4.3 The Contractor shall raise requests for engineering investigations based on its engineering judgement of the results of Technical Data reviews.

5.4.4 An engineering investigation request raised by either party shall detail:

a. the scope and objectives of the engineering investigation;

b. the estimated duration;

c. the reporting requirements, including report format; and

d. any other requirements applicable to the type of engineering investigation.

5.4.5 Subject to clause 5.4.1, the Contractor shall undertake engineering investigations conducted in accordance with clauses 5.4.2 and 5.4.3 as S&Q Services.

5.4.6 The Contractor shall promptly undertake each engineering investigation, commensurate with the impact of the issue being investigated on Defence operations, other Contract work, the health and safety of personnel, and the environment.

5.4.7 On completion of an engineering investigation, the Contractor shall report its findings to the Commonwealth Representative within 10 Working Days (or other timeframe agreed between both parties), using the agreed report format from clause 5.4.4c.

5.4.8 Within 10 Working Days of receiving the engineering investigation report from the Contractor (or other timeframe advised by the Commonwealth Representative), the Commonwealth shall advise, in writing, whether or not:

a. the report is Approved; and

b. any further action is required to be taken by the Contractor in relation to the engineering investigation.

5.5 Technical Instruction Development (Optional)

Note to drafters: Omit clause if not required, and mark as 'Not used'. If required, insert technical references in clause 5.5.1 and add these to the applicable documents in clause 5.5.3 also. Note that Technical Instructions have different names under the differing domains. For example, Technical Instructions can embrace Special Technical Instructions (Aerospace), N4 Library Advice Notes (Maritime), and Electrical and Mechanical Engineering Instructions (Land). Under these circumstances, the following clause may be amended or the Glossary definitions for Technical Instruction could be amended (and the clauses left as is).

Note: Technical Instructions can include requirements to undertake urgent action, for example, to amend authorised publications, remove items of equipment from use, and modify items of equipment. They are generally used to minimise the likelihood of harm to personnel and/or damage to equipment.

5.5.1 When requested by the Commonwealth in writing, the Contractor shall undertake the analysis, design, development and preparation effort required for draft Technical Instructions in accordance with:

a. the timeframes specified by the Commonwealth Representative (or other timeframe agreed between the parties);

b. the Approved SSMP; and

c. the **[…INSERT TECHNICAL REFERENCE…]**.

5.5.2 Within the specified timeframe, the Contractor shall deliver to the Commonwealth Representative, for Approval and / or Acceptance (as applicable), the draft Technical Instructions and (as applicable):

a. all associated engineering drawings;

b. draft publication amendments;

c. parts and other cost estimates; and

d. other applicable information.

Note to drafters: Amend the following clause to specify the particular document types that support the development of Technical Instructions, and insert the applicable references.

5.5.3 The Contractor shall produce the following document types in accordance with:

a. for Technical Instructions, **[…INSERT TECHNICAL REFERENCE…]**;

b. for publication amendments, **[…INSERT TECHNICAL REFERENCE…]**; and

c. for installation orders, **[…INSERT TECHNICAL REFERENCE…]**.

Note to drafters: The ability to undertake Technical Instruction development as a Recurring Service will depend on the scope of the draft Contract to include on-going Engineering Services (this is not always viable in smaller contracts using this template). If the scope is sufficient, update clause 5.5.5 to suit the requirements of the Contract. If Technical Instruction development will only be performed as an S&Q Service, delete clause 5.5.5 and the reference to it in clause 5.5.4. Note that, if clause 5.1.2 is included, the CAATE provides some engineering resources as a Recurring Service, which may be able to undertake the tasks in clause 5.5.5.

5.5.4 Subject to clause 5.5.5, the Contractor shall develop the Technical Instructions and other related documents under this clause 5.5 as S&Q Services.

5.5.5 The Contractor shall undertake the activities under this clause 5.5 for a Technical Instruction (including related documents) as part of the Recurring Services Fee, if the Technical Instruction is required:

a. due to legislation (other than new legislation or a change to legislation after the Effective Date which was not reasonably foreseeable as at the Effective Date);

b. to prevent injury to Personnel or the premature Failure of equipment associated with the operation and/or sustainment of the Products;

c. to prevent or minimise the likelihood of damage to the Products Being Supported or other equipment or facilities that has arisen or could arise due to deficient Technical Data provided by the Contractor (eg, Maintenance instructions);

d. to prevent the improper operation of equipment due to a security vulnerability identified in the Products; and

e. to ensure that the Contractor complies with the Defect provisions of the Contract.

5.6 Software Updates (Optional)

Note to drafters: Software Updates may be included when the Contractor will develop Software Updates as Configuration Changes under clause 5.3.2.3, or if the Products are such that the Contractor is, or represents, a supplier who would normally develop and distribute Software Updates to their customers. Note that the SSMP does not include the scope to manage significant software development. Include this clause if applicable to the scope, responsibilities and Software application(s) to be supported, otherwise, delete the following clause and annotate the heading as 'Not used'.

5.6.1 The Contractor shall provide Software Updates and associated Technical Data (eg, installation instructions) to the Commonwealth in a form that enables the Commonwealth to incorporate the Software Update and undertake any necessary testing to confirm the operation of the Product being updated.

5.7 System Safety (Optional)

Note to drafters: This clause describes a minimal system safety program, if required, in order to review and maintain system safety information for the Products. The relevant system safety information, such as a SCR or MSA and supporting information, should have been developed

during a preceding acquisition. These would need to be provided to the Contractor to be maintained, during the introduction of any new Products or components and for Major Changes.

Refer ASDEFCON (Support) DSD-ENG-SERV for a system safety program with a wider scope. The DSD may provide guidance if the clauses below need to be expanded.

5.7.1 The Contractor shall ensure that its system safety activities under this clause 5.7 are conducted in a manner that is consistent with:

a. WHS Legislation and clause 12.4 of the COC (Work Health and Safety);

Note to drafters: Amend the following items as required (eg, delete subclause b if not required).

b. the safety-related obligations associated with the ADF regulatory / assurance framework requirements, as set out in clause 5.2; and

c. the consultation, co-ordination and co-operation obligations of clause 3.8, including in relation to sharing information that is related to the Materiel Safety of the Products and any interfaces with other systems.

5.7.2 The Contractor shall provide system safety Services for the Products, including:

Note to drafters: Amend the following list as applicable.

a. monitoring of hazard controls for the Products to confirm ongoing adequacy and effectiveness and conducting periodic reviews of risks to health and safety, with a view to further reducing the risks so far as reasonably practicable;

b. conducting hazard analyses in relation to Minor Changes (eg, parts substitution), faults, Defects, Deviations, and Support Resource changes;

c. reviewing proposed changes to Technical Data to identify and address any safety issues;

d. to maintain a Materiel Safety Baseline, as part of the Configuration Baseline required by clause 5.3 (ie, maintaining the Objective Evidence for system safety); and

e. undertaking system safety activities as part of a Major Change.

5.7.3 When system safety issues are identified through the activities under clause 5.7.2, the Contractor shall:

a. to the extent required, conduct an engineering investigation under clause 5.4 to determine the best approach to address the safety issues; and

b. implement the necessary changes to systems, processes, procedures and Technical Data to address the safety issues.

Note to drafters: The following clauses are based on a SCR / MSA being applicable to the Products. If the Products are components of a larger system not included in the Contract, then the clauses will need to be modified in order to contribute to the update of safety information for the SCR / MSR. The amendments may cross-reference clause 3.8.

5.7.4 When identified as a result of the Services provided under clauses 5.7.2 or 5.7.3, the Contractor shall update and deliver the **[… INSERT 'Safety Case Report' / 'Materiel Safety Assessment' …]** for the **[…INSERT NAME OF SYSTEM…]** in accordance with **[… INSERT 'DID-ENG-SOL-SCR' / 'DID-ENG-SOL-MSA' …]**, for Approval in accordance with clause 2.3.

5.7.5 The Contractor shall provide to the Commonwealth Representative all associated information (eg, copies of Australian design registration documents and other certifications, equipment manuals, analysis results, calibration records and test reports) necessary to confirm the suitability of the update to the **[… INSERT 'Safety Case Report' / 'Materiel Safety Assessment' …]**.

5.7.6 Except where otherwise required under the Contract (eg, for Major Changes), the Contractor shall undertake the requirements of this clause 5.7 as Recurring Services.

5.8 System Security (Optional)

Note to drafters: This clause describes a minimal system security program, required to assist the Commonwealth to manage Cyber Security considerations for applicable Products. In relation to Security Authorisations for Cyber Security, the program expects that plans and

procedures were developed during a preceding contract, either acquisition or support. These may need to be provided to the Contractor to identify the information that needs to be maintained and updated in response to changing threats and for changes to the Products (eg, from Major Changes). If these documents do not yet exist, an initial task (eg, as an S&Q Service) may be required in order to provide the necessary Objective Evidence to assist the Commonwealth to develop these documents.

Note that these clauses address Cyber Security only. For a broader scope of system security Services, refer to the ASDEFCON (Support) template for DSD-ENG-SEC and associated DIDs, which may provide guidance if the clauses below need to be expanded. If required, drafters may need to include a note to tenderers to identify the number and range of systems for which System Security will need to be managed.

5.8.1 The Contractor shall provide system security Services for all Products that are, or incorporate:

a. Information and Communications Technology (ICT) Equipment;

b. Operational Technology (OT) Equipment; or

c. Software, and

have the potential to be subject to Cyber Security incidents and vulnerabilities (collectively, the '**Applicable Security Products**').

Note to drafters: Refer to the definition of Governing Security Documents. The following clauses are based on the Contractor providing support to the Commonwealth in managing Product-related Cyber Security issues, as described above. If the Contractor has a greater role in managing security, or if the Products are part of a larger system managed by an Associated Party and further co-ordination is required (eg, through clause 3.8), then the clauses should be tailored to suit.

5.8.2 The parties acknowledge and agree that:

a. the Governing Security Documents identified in the definition of this term in the Glossary are applicable to the provision of system security Services;

b. the versions of the Governing Security Documents are likely to change over the Term;

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. if the Contractor assesses that a change to a Governing Security Document results in a material change to the scope of work under the Contract (including under an S&Q Order), 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 5.8.2d(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 agree a CCP in accordance with clause 11.1 of the COC to address the impact of the change.

5.8.3 The Contractor shall undertake the following system security Services:

Note to drafters: The clauses below represent a minimal program focused on Cyber Security only, and Security Authorisations are managed by the Commonwealth with Contractor support. If the required scope is unknown, consult the relevant security authorities to determine the

required scope of support that can be provided by the Contractor, and then tailor the following list accordingly.

a. ongoing security management and monitoring of the Applicable Security Products during operations to identify, resolve and report on any security-related issues in accordance with the Contract;

b. consulting, co-ordinating and co-operating with the Commonwealth and Associated Parties under clause 3.8, including in relation to sharing information that is related to the security of the Products and any interfaces with other systems;

c. supporting the security tools used by the Contractor in relation to the Applicable Security Products (eg, in relation to security monitoring);

d. supporting the Commonwealth to maintain and update Security Authorisations for the Applicable Security Products through the prompt provision of Objective Evidence when requested, in writing, by the Commonwealth Representative;

e. developing workarounds and, if required, configuration changes to address security vulnerabilities in the Applicable Security Products;

f. incorporating security considerations into proposed configuration changes for the Applicable Security Products, including parts substitution for RIs;

g. continually monitoring the Governing Security Documents, Defence security advisory notices (eg, in relation to particular threats or vulnerabilities, such as may be distributed by Defence), and other online sources of information for threats or vulnerabilities (eg, Australian Cyber Security Centre (ACSC) Cyber Threat Intelligence Sharing (CTIS) platform) to address any implications for the Applicable Security Products;

h. reviewing bulletins from suppliers and OEMs to identify any changes (eg, Software Updates to implement a patch) or vulnerabilities that could impact upon the security of the Applicable Security Products;

i. providing advice to the Commonwealth on security-related matters as they apply to the Applicable Security Products;

j. ensuring that the Contractor Personnel operating and Maintaining the Materiel System are kept apprised of emerging security issues and vulnerabilities so that they can take appropriate action when such an issue or vulnerability arises;

k. monitoring the supply chains for the Contract and undertaking risk assessments of any proposed new suppliers to ensure that security vulnerabilities are not being introduced through the supply chains and promptly advising the Commonwealth of any identified issues in accordance with clause 5.8.3b; and

l. any other security-related activities identified in the Approved SSMP.

5.8.4 When system security issues are identified through the activities under clause 5.8.3, the Contractor shall:

a. to the extent required, conduct an engineering investigation under clause 5.4 to determine the best approach to address the security issues; and

b. implement the necessary changes to systems, processes, procedures and Technical Data to address the security issues.

5.8.5 Except where otherwise required under the Contract (eg, for Major Changes), the Contractor shall undertake the requirements of this clause 5.8 as Recurring Services.

6. MAINTENANCE SUPPORT (OPTIONAL)

Note to drafters: Maintenance Support may not be required in all contracts. Refer to the SOW Tailoring Guide for more information. If Maintenance Support is not a requirement of the Contract, the clauses below may be deleted and the heading annotated as 'Not used'.

6.1 General Requirements for Maintenance Services (Core)

6.1.1 The Contractor shall provide Maintenance Services for the Repairable Items (RIs) identified in Annex A:

a. using the technical manuals referenced against each of the RIs; and

b. in accordance with the assigned responsibilities for Preventive Maintenance and Corrective Maintenance at the specified levels/grades of Maintenance, as identified at Annex A.

Note to drafters: Insert references in the following clause to define the standard administrative processes to be followed (eg, for recording of Maintenance actions, tracking serial numbered items, filling in Maintenance tracking cards, etc).

6.1.2 In addition to the technical manuals referenced against each RI identified at Annex A, the Contractor shall provide Maintenance Services in accordance with:

a. **[…INSERT REFERENCE(S) TO THE RELEVANT DOCUMENT(S)…]**; and

b. **[…INSERT REFERENCE(S) TO THE RELEVANT DOCUMENT(S)…]**.

Note to drafters: Include a suitable test accreditation agency in the following clause (eg, NATA).

6.1.3 The Contractor shall ensure that all RIs and other equipment requiring calibration are calibrated by an organisation accredited by the **[...INSERT SUITABLE TESTING ACCREDITATION AGENCY...]** for the class of testing appropriate to the equipment.

Note to drafters: If an ADF regulatory / assurance framework applies, then a separate MMP may be highly desirable. If not required (ie, the SSMP alone is suitable), the option may be deleted.

Option: For when a stand-alone MMP is required:

6.1.4 The Contractor shall develop, deliver and update a Maintenance Management Plan (MMP) that complies with the requirements of DID-SPTS-MMP and clause 2.3.1.

6.1.5 The Contractor shall deliver the MMP to the Commonwealth Representative, for Approval, no later than 20 Working Days after the Effective Date.

6.1.6 The Contractor shall review the accuracy of the MMP at intervals of not greater than **[...INSERT NUMBER OF MONTHS, EG six...]** months in accordance with clauses 2.3.7 to 2.3.8.

6.1.7 The Contractor shall, promptly upon request, make available to the Commonwealth Representative all associated plans, processes, procedures, instructions and data supporting the MMP.

6.1.8 The Contractor shall provide Maintenance Services in accordance with the Approved MMP.

6.1.9 The Contractor shall undertake all Maintenance administrative actions necessary to ensure that the correct technical recording and reporting processes have been followed in accordance with the Approved SSMP, **[…INSERT 'Approved MMP' IF APPLICABLE…]** and **[…INSERT APPLICABLE REFERENCE, SUCH AS RFERENCES FROM THE ADF REGULATORY / ASSURANCE FRAMEWORK PUBLICATION…]**.

Note to drafters: Maintenance documentation in the following clauses include Maintenance logs, Maintenance forms, etc. The clauses should be amended if required to be more specific. Alternatively, 'Maintenance Documentation' could be defined as a term in the Glossary.

6.1.10 The Contractor shall update the Maintenance documentation (eg, maintenance logs) for the RIs identified at Annex A.

6.1.11 The Contractor shall deliver the updated Maintenance documentation to the Commonwealth Representative when the RI to which the Maintenance documentation applies is returned into the Commonwealth's control.

Option: Include the following clause when on-platform Maintenance needs to be coordinated with the platform SPO / Associated Parties (eg, for equipment Maintenance on-board a ship).

6.1.12 When requested by the Commonwealth Representative, the Contractor shall undertake Maintenance activities, including co-ordination and co-operation with the respective platform SPO(s) or Associated Parties in accordance with clause 3.8, for any Preventive Maintenance or Corrective Maintenance that requires the Contractor to have access to the platform to undertake that Maintenance.

6.2 Maintenance Organisation and System Compliance (Optional)

Note to drafters: If required, amend the following clauses for the applicable ADF regulatory / assurance framework; otherwise the clauses under clause 6.2 may be replaced with a single 'Not used'. Policies / regulations are directed (principally) at the Commonwealth but specific provisions may be applied to contractors, hence the list below should only include requirements applicable to contractors (not whole publications). Drafters should refer to the SOW Tailoring Guide and, when required, seek advice from the applicable ADF regulatory / assurance authority.

6.2.1 The Contractor shall have the systems, people and resources in place to ensure that Maintenance Services are performed:

a. to approved standards, by competent and authorised individuals who are acting as members of an authorised organisation, and whose work is certified as correct; and

b. in compliance with the following requirements defined in **[…INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION…]**:

(i) **[…INSERT REGULATIONS / DOCUMENT SECTIONS…]**; and

(ii) **[…INSERT REGULATIONS / DOCUMENT SECTIONS…]**.

Note to drafters: The following optional clauses should be considered if the Contractor's Maintenance activities could reasonably, and directly, affect Material Safety. If all work (eg, on components) will pass through other Defence or contractor Maintenance staff, then this may not be necessary. If the Contractor will be required to be 'approved' by the ADF regulator / assurance authority, refer to ASDEFCON (Support) for additional clauses. Insert applicable details and amend the following clauses to suit the individual Contract requirements.

Option: Include the following clauses when the scope of Maintenance work could reasonably affect the Materiel Safety of the Mission System.

6.2.2 The Contractor acknowledges that the **[…INSERT: 'Continuing Airworthiness Manager', 'Principal Engineer', 'Chief Engineer' OR OTHER…]** has overall responsibility to the **[…INSERT ADF REGULATORY / ASSURANCE AUTHORITY…]** (the ADF regulatory / assurance authority) for the continuing **[…INSERT Materiel Safety / airworthiness / seaworthiness …]** of the **[…INSERT Materiel System / Fleet…]**.

6.2.3 The Contractor shall, when providing Maintenance Services that affect the **[…INSERT Materiel Safety / airworthiness / seaworthiness …]** of the **[…INSERT Materiel System…]**, ensure compliance with the requirements defined in clause 6.2.1 on behalf of the **[…INSERT: 'Continuing Airworthiness Manager', 'Principal Engineer', 'Chief Engineer' OR OTHER…]**.

6.2.4 When requested by the Commonwealth Representative for the purposes of audit by the **[…INSERT ADF REGULATORY / ASSURANCE AUTHORITY…]**, the Contractor shall demonstrate that its Maintenance systems and processes comply with the requirements defined in clauses 6.1.2 and 6.2.1.

6.3 Contractor Maintenance Management System (Optional)

Note to drafters: If the Contractor will be provided with access to a Defence information system for the purposes of recording all relevant Maintenance activity, then the following clauses may be replaced with 'Not used' and the appropriate details added to Annex B. If not all information will be managed using a Defence information system, then both Annex B and the following clauses may be required. If this clause is required, the list below may be amended to meet the

needs of the draft Contract. Refer to the SOW Tailoring Guide for guidance and optional clauses for Defence information systems.

6.3.1 The Contractor shall use a Maintenance Management System, in accordance with the Approved **[…INSERT 'SSMP' OR 'MMP', AS APPLICABLE…]**, for the RIs identified at Annex A to:

a. maintain operating and Maintenance history, including Failure data and Failure trends;

b. forecast scheduled Maintenance arisings and provide notification to the Commonwealth Representative of RIs approaching a scheduled Maintenance activity (ie, within servicing latitude);

c. provide reports on availability and servicing details;

d. maintain job records and progress sheets/cards;

e. reflect the location and movement of RIs subject to Maintenance or modification incorporation (or both); and

f. record the modification status.

6.3.2 Upon request from the Commonwealth Representative for Maintenance Management System data, the Contractor shall make the data available to the Commonwealth within 10 Working Days, or as otherwise agreed by the Commonwealth Representative.

Option: Include this option if analysis of Maintenance data is required to be included in the Contract scope.

6.3.3 The Contractor shall collect and analyse Maintenance and related data for the Products (eg, Failure rates, Defect investigation results, structural fatigue data, use and monitoring systems data, unscheduled shut downs, unscheduled removals, and no-fault-found rates) to identify whether or not:

a. problems exist or are emerging in relation to the Products; and

b. action needs to be taken to address these problems.

6.3.4 The Contractor shall:

a. notify the relevant parties of any existing or emerging problems in accordance with clause 3.8.5;

b. analyse and investigate the Maintenance and related data for the Products in accordance with clause 5.4 and/or clause 6.7, as applicable; and

Note to drafters: Include reference to CAATE if clause 5.1.2 is included in the Contract.

c. where action needs to be taken to rectify the problems, undertake the rectification activities in accordance with the relevant provisions of the Contract, including the provisions relating to S&Q Services […or CAATE…], where the rectification of a problem is not included in the scope of the Contract.

6.4 Authority to Fit (Optional)

Note to drafters: The following clauses are applicable where Maintenance of the Products is subject to a parts control program. The Applicable Reference in the following clause could be MILIS, ADAASS, the applicable IPB, or other reference. The clause may require restructuring if differing references are required to address the full scope of RIs identified at Annex A.

6.4.1 The Contractor shall use **[…INSERT APPLICABLE REFERENCE...]** to determine the authority to fit an RI or a Non-Repairable Item (Non-RI) to any of the RIs identified at Annex A.

6.4.2 The Contractor acknowledges that identification of a Product by the NATO Commercial and Government Entity (NCAGE) code and part number approved by the Original Equipment Manufacturer (OEM) is not sufficient to determine authority to fit.

6.4.3 Replacement Non-RIs to be fitted to an RI shall be:

a. unused, except for situations which arise under Cannibalisation;

b. a currently OEM approved NCAGE code / part number combination, sourced from the OEM or a current OEM approved source of supply, except for situations which arise under Cannibalisation; and

c. for Aeronautical Stock Items, accompanied by a Certificate of Conformity, as required in accordance with DASR 145.A.42.

Note to drafters: The Applicable Reference in the following clause is the same as the one inserted into clause 6.4.1.

6.4.4 If the NCAGE code / part number combination is currently OEM-approved, but the **[…INSERT APPLICABLE REFERENCE…]** has not yet been updated, such Stock Items will be authorised for fit subject to the Contractor receiving Approval, in writing, from the Commonwealth Representative (or authorised delegate).

6.5 Cannibalisation (Optional)

Note: Cannibalisation is also known as 'controlled parts exchange'.

6.5.1 Unless otherwise directed or agreed in writing by the Commonwealth Representative, the Contractor shall not undertake Cannibalisation of an RI or Non-RI.

6.6 Beyond Economic Repair and Beyond Physical Repair (Optional)

6.6.1 The Contractor shall notify the Commonwealth Representative, in writing, of RIs that it regards as being either Beyond Economic Repair or Beyond Physical Repair. Such notices shall include:

a. the rationale for assessing that the RI is either Beyond Economic Repair or Beyond Physical Repair; and

b. a recommended course of action.

6.6.2 All Commonwealth-owned RIs, which are assessed as either Beyond Economic Repair or Beyond Physical Repair, shall remain Commonwealth Property.

Note to drafters: In the following clause, include or delete the optional words depending on whether clause 7.7 will be included in the draft SOW.

6.6.3 The Commonwealth Representative shall advise the Contractor within 15 Working Days of receipt of the notice, or such other time as agreed between the parties, of the action to be taken by the Contractor in relation to the RI (eg, repair, disassemble, dispose […in accordance with clause 7.7...], or hold for further investigation).

6.6.4 The Contractor shall comply with the Commonwealth Representative's determination at clause 6.6.3 within the time period stipulated by the Commonwealth Representative.

6.7 Maintenance Investigations (Core)

6.7.1 The Contractor shall investigate and report on any Defects in Non-RIs and any of the RIs identified in Annex A, which are identified during Maintenance Services or Commonwealth-performed Maintenance, in accordance with the Approved **[…INSERT 'SSMP' OR 'MMP', AS APPLICABLE…]**.

6.7.2 The Contractor's investigation of Defects pursuant to clause 6.7.1 shall determine:

a. the nature of the Defect;

b. likely causes;

c. safety, mission or other implications likely to result from the Defect; and

d. the need for further engineering investigation.

6.7.3 Without limiting clause 11.4, if Defects identified during Maintenance Services have safety implications for Commonwealth Personnel or other persons, the Contractor shall immediately inform the Commonwealth Representative of the nature of the Defect and whether or not the safety implications apply to other in-service systems or equipment.

6.7.4 Without limiting clause 11.4, the Contractor shall investigate and promptly report on any incidents that occur during Maintenance Services, where these incidents have implications for Commonwealth-performed Maintenance, including incidents that have resulted in, or have the potential to result in:

a. injury to Commonwealth Personnel;

b. damage to equipment or facilities or both; or

c. a premature Failure of equipment, which is not immediately attributable to a material Defect.

6.8 Implementing Non-Standard Repairs and Deviations (Optional)

6.8.1 The Contractor shall submit, prior to implementation of a Non-Standard Repair, an Application for a Deviation in accordance with clause 10.4.

6.8.2 When a Deviation, which is not related to a Non-Standard Repair, is required to be implemented during Maintenance and either an Application for a Deviation has not been submitted by the Contractor or an Approved Deviation has not been provided by the Commonwealth, the Contractor shall submit an Application for a Deviation in accordance with clause 10.4.

6.8.3 The Contractor shall not implement a Non-Standard Repair or any other Deviation required to be implemented during Maintenance until the Commonwealth Representative has granted Approval, in writing, of the relevant Application for a Deviation.

6.8.4 The Contractor shall maintain, for the Term of the Contract, records of all details relating to Non-Standard Repairs and Deviations and make these available to the Commonwealth Representative promptly upon request.

6.9 Incorporating Modifications, Alterations, and Technical Instructions (Optional)

Note to drafters: If no modifications or Technical Instructions are likely to be incorporated, the following clauses can be replaced with 'Not used'. Otherwise, amend the following clause depending on the processes applicable to the Contract.

6.9.1 The Contractor shall incorporate, as an S&Q Service, each **[…INSERT APPLICABLE DOCUMENT (EG, Modification Instruction, Modification Order or Change Directive…]**, alteration or Technical Instruction proposed by the Commonwealth Representative during routine Maintenance activities or otherwise in accordance with a schedule that has been agreed by the Commonwealth Representative.

6.9.2 The Contractor shall perform the additional Services required to implement **[…INSERT APPLICABLE DOCUMENT (EG, Modification Instructions, Modification Orders or Change Directives…]** and Technical Instructions in accordance with the applicable **[…INSERT APPLICABLE DOCUMENT (EG, Modification Instruction, Modification Order or Change Directive…]** or Technical Instruction.

7. SUPPLY SUPPORT (OPTIONAL)

Note to drafters: Supply Support may not be required in all contracts (noting stocktakes in clause 3.10.4). Refer to the SOW Tailoring Guide for more information. If Supply Support is not a requirement of the Contract, the clauses below may be deleted and the heading annotated as 'Not used'.

7.1 General Requirements for Supply Services (Core)

Note to drafters: Amend the following clause to align with the scope of Supply Services.

7.1.1 The Contractor shall provide Supply Services for the following types of Products listed in Annex A to the SOW:

a. Commonwealth-owned Stock Items; and

b. Contractor-owned Stock Items (if applicable).

7.1.2 The Contractor shall provide Supply Services, including:

a. inventory management;

b. issuing and receipting of Stock Items;

c. storage, handling and distribution; and

d. other routine Supply functions necessary for the effective provision of Services.

Note to drafters: Amend the following clause if additional documents are to be mandated.

7.1.3 The Contractor shall provide routine Supply Services in accordance with the:

a. **[...INSERT EG, "PSM Chapter X"...]**; and

b. **[...INSERT EG, "Defence Stocktake Manual Chapter 4"...]**.

7.2 Supply Management System (Core)

Note to drafters: Option A is for when the Contractor will have access to MILIS (or Defence ERP System) to perform the functions described in Annex B, with other tasks performed using their own Supply Management System. Option B is for when the Contractor will not have access to the ERP. Option B may be redrafted / expanded to identify the required activities; refer to the SOW Tailoring Guide for further information.

Option A: Include this option if the Contractor is to use a Defence information system when providing Supply Services (including stocktake).

7.2.1 The Contractor shall use the Defence information systems specified in Annex B, to undertake the Supply Support activities described in Annex B, for the management of Commonwealth-owned Stock Items.

7.2.2 The Contractor shall use a Contractor Supply Management System:

a. for all other Supply Support activities necessary to provide Supply Services that are not managed using the Defence information systems specified in Annex B (eg, procurement of Non-RIs); and

b. to satisfy the Supply Support reporting requirements defined in DID-SPTS-CSR to the extent that these reporting requirements cannot be satisfied by the Defence information systems specified in Annex B.

Option B: Include this option if a Defence information system will not be provided and a Contractor Supply Management System is required to manage Stock Items.

7.2.3 The Contractor shall use a Contractor Supply Management System to:

a. undertake the Supply Support activities required for the management of Commonwealth-owned Stock Items (including stocktakes); and

b. undertake all other Supply Support activities as may be required to provide Supply Services in accordance with the Contract (eg, procurement of Non-RIs); and

c. satisfy the Supply Support reporting requirements defined in DID-SPTS-CSR.

7.2.4 The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Contractor Supply Management System for the period of the Contract.

7.3 Material Requirements Planning (Optional)

Note to drafters: Material Requirements Planning can be applicable if the Contractor will determine stockholdings. If not required, this clause is to be replaced with 'Not used'.

7.3.1 The Contractor shall conduct the following activities for the Products identified at clause 7.1.1:

a. Material Requirements Planning relating to the need to induct RIs into the repair pipeline or to redistribute RIs to meet forecast demand; and

b. Material Requirements Planning relating to the need to procure Non-RIs to meet forecast demand.

Note to drafters: Amend the following clause if Reserve Stockholding requirements will not be included in the Contract.

7.3.2 Subject to clause 7.3.3, the Contractor may propose amendments to Annex A to the SOW, including the Reserve Stockholding Quantities, at any time during the Term of the Contract.

7.3.3 If the Contractor proposes an amendment under clause 7.3.2, the Contractor shall provide a CCP in accordance with clause 11.1 of the COC, with such supporting documents as the Commonwealth Representative requires to justify the proposed amendment.

7.4 Procurement of Non-Repairable Items (Optional)

Note to drafters: The following clause is optional. If all procurement activities can be addressed using ERP, then the following clause should be replaced with 'Not used'. Alternatively, the following clause would require amendment if certain Non-RIs were to be provided to the Contractor by the Commonwealth.

7.4.1 The Contractor shall procure all Non-RIs:

a. required to provide the Maintenance Services in accordance with the Contract; and

b. to meet the demand requirements for any Non-RIs, identified in Annex A, that are required to be delivered to the Commonwealth.

7.5 Care for Contractor-held Stock Items (Optional)

7.5.1 The Contractor shall ensure that all Stock Items held by the Contractor, which are subject to deterioration over time (eg, through shelf life, corrosion, desiccant replacement, etc), are subject to an Approved preservation and/or Preventive Maintenance program, as applicable.

7.6 Delivery of Stock Items (Optional)

Note to drafters: If there are likely to be a number of personnel authorised to issue demands for Stock Items (eg, personnel at operating units), including demands issued via ERP, the Commonwealth Representative may need to define this group of 'authorised persons'. Drafters are to insert the delivery point(s) below, which may include, for example, the closest Defence

Warehousing and Distribution (DW&D) contract delivery point. Additional clauses may be required to address the hours for receipt of deliveries, if applicable.

7.6.1 The Contractor shall deliver Stock Items demanded by the Commonwealth Representative to the location(s) specified on each Demand, or if a location is not specified, to the following delivery point(s):

a. **[...INSERT DELIVERY LOCATION...]**; or

b. as directed by the Commonwealth Representative.

Note to drafters: The following clause will require amendment if timeframes for delivery of RIs and Non-RIs (eg, turn-around time and / or order response time) are included in Annex A. See SOW Tailoring Guide for further information.

7.6.2 The Contractor shall deliver Stock Items demanded by the Commonwealth in accordance with the timeframes specified on each Demand, or if no such timeframe is specified, within 20 Working Days or other timeframe specified by the Commonwealth Representative.

7.7 Disposal (Optional)

Note to drafters: Refer to the 'Disposals Handbook' for disposals policies and processes using ERP. Amend the clause below to identify relevant disposal processes.

The following clauses may be amended if there is a need to address specific disposals. If the Contractor will have access to ERP, with applicable disposal details (eg, for security controlled items, hazardous waste or consumables), additional details may be added. The following clauses only deal with 'normal / routine' disposals.

7.7.1 When Commonwealth-owned Stock Items need to be considered for disposal, the Contractor shall provide a disposal recommendation to the Commonwealth Representative, which accords with the disposal directive issued by the designated Disposal Manager and the disposal requirements of the Disposals Handbook.

7.7.2 The Commonwealth Representative may request the Contractor to administer the disposal of Stock Items where the Commonwealth Representative has agreed with the Contractor's disposal recommendation.

7.7.3 The Contractor shall implement the Approved disposal recommendation, requested in accordance with clause 7.7.2:

a. for all Non-RIs, as part of Recurring Services; or

b. for all RIs, as an S&Q Service.

7.7.4 The Contractor shall inspect Commonwealth-owned Stock Items, which have been sentenced for disposal, to see whether any of the Stock Items can be disassembled and any parts be used in a recycling / reuse program.

Note to drafters: If the Contractor has access to ERP and a user is assigned a Disposal Manager role then the following clause may be amended, and the second sentence may be deleted. The clause below requires a separate disposal register, for when such a role has not been assigned.

7.7.5 The Contractor shall maintain a disposal register, which lists all Commonwealth-owned Stock Items (excluding Non-RIs) for which the administration of the disposal has been conducted by the Contractor. The Contractor shall provide the Commonwealth Representative with access to the disposal register, promptly upon request.

8. TRAINING SUPPORT (OPTIONAL)

Note to drafters: Training Support may not be required in all contracts. Refer to the SOW Tailoring Guide for more information. If Training Support is not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

8.1 General Requirements for Training Services (Core)

Note to drafters: Insert the names of the Training courses to be provided in the clause below. Annex D, which details Training course requirements, will also need to be tailored.

8.1.1 The Contractor shall provide Training Services for the following Training courses in accordance with this clause 8 and Annex D:

a. **[…INSERT NAME AND (IDENTIFIER) OF COURSE…]**; and

b. **[…INSERT NAME AND (IDENTIFIER) OF COURSE…]**.

Note to drafters: Amend the list of referenced documents in clause 8.1.2 as applicable. If only a portion of a document is applicable, then the clause should be modified accordingly.

8.1.2 The Contractor shall provide Training Services in accordance with the following documents, as applicable, as tailored by the Approved SSMP:

a. Systems Approach to Defence Learning;

b. **[…INSERT NAME OF REFERENCE…]**; and

c. Vocational Education and Training (VET) Quality Framework.

8.1.3 The Contractor shall deliver Training using adult learning principles.

Note to drafters: If all courses will be Recurring Services (in accordance with clause 2.1.2) then neither of the following options will be required and it will be essential that the Commonwealth provide a Training Schedule with the RFT to enable pricing. Alternatively, option A allows for a number of courses to be included as Recurring Services, with additional courses as Task Priced services, while option B can be included if all courses will be Task Priced Services.

Option A: Include the following clause if a number of courses will be delivered each year as Recurring Services with additional courses delivered as Task Priced Services.

8.1.4 In addition to the numbers of courses to be delivered each year in accordance with Annex D, the Contractor shall undertake the administration and delivery of each additional Training course as a Task-Priced Service in accordance with clause 3.10 of the COC.

Option B: Include the following clause if all Training delivery will be provided as a Task-Priced Service.

8.1.5 The Contractor shall undertake the administration and delivery of each of the Training courses identified at clause 8.1.1 as a Task-Priced Service in accordance with clause 3.10 of the COC. For clarity, the maintenance of related Training Materials, under clause 8.9, shall be undertaken as a Recurring Service unless otherwise requested by the Commonwealth.

8.2 Training Scheduling and Panelling (Optional)

Option A: Include the following clauses if the Contractor will develop the Training schedule.

8.2.1 The Contractor shall develop a Training Schedule for the courses identified at clause 8.1.1 which:

a. complies with clause 2.3.1; and

b. includes those Training courses scheduled to occur within the next six months.

Note to drafters: An indicative Training schedule should be included with the RFT in order to enable tenderers to estimate a price for Training Services.

8.2.2 The Contractor shall deliver the first Training schedule to the Commonwealth Representative, for Approval, no later than 20 Working Days after the Effective Date.

8.2.3 The Contractor shall update the Training schedule, if necessary, at intervals of not less than **[...INSERT NUMBER OF MONTHS, EG three...]** months in accordance with clauses 2.3.7 and 2.3.8.

Option B: Include the following clause when the Commonwealth will be managing the scheduling of the required Training courses.

8.2.4 The Commonwealth shall advise the Contractor each six months, in writing, of its planned Training Schedule for the forthcoming 12 months, which will provide the necessary details to enable the Contractor to plan the required Training accordingly.

Note to drafters; Amend the following clause if clause 8.2.6 is not included.

8.2.5 The Commonwealth shall provide at least 30 Working Days' notice of any change to the dates for the courses identified in the Training Schedule, including any requirements for additional courses, except under the circumstances set out in clause 8.2.6.

Option: Include this option to allow short-notice Training courses to be held in order to address urgent operational needs. If courses are usually delivered as Recurring Services, also consider the need to make these additional courses either Task-Priced or S&Q Services.

8.2.6 The Commonwealth may provide less than the 30 Working Days' notice specified under clause 8.2.5 when there is a short-notice requirement for Training to satisfy an urgent operational need. The Contractor shall use its reasonable endeavours to satisfy any such short-notice Training requirements.

Note to drafters: Include the optional text at the end of this clause if the option (above) for short-notice Training courses is included.

8.2.7 Unless otherwise specified in Annex D, the Commonwealth shall panel all participants for each course to be conducted and provide a copy of the panel to the Contractor three weeks prior to each course commencing [… (or other timeframe either agreed between the parties or to accommodate a short-notice Training requirement under clause 8.2.6)…].

8.3 Course Joining Instructions (Optional)

8.3.1 The Contractor shall:

a. develop a course joining instruction, that complies with clause 2.3.1, for each course to be conducted; and

b. issue the joining instruction, at least 10 Working Days prior to each course commencing, to each student on the panel, the student's unit, and the Commonwealth Representative.

8.4 Training Venues (Core)

8.4.1 Except where identified as being provided by the Commonwealth in Annex D, the Contractor shall arrange the provision of Training venues for face-to-face Training.

Option: Include the following clause if the Commonwealth is to provide some or all Training venues, as identified in Annex D.

8.4.2 For courses where the Commonwealth has been identified in Annex D as providing the Training venue for face-to-face Training, the Contractor shall set-up and safely and correctly operate the Training venue, and return it in a serviceable condition on completion of the course.

8.5 Training Equipment (Optional)

Note to drafters: Training Equipment provided by the Commonwealth should be listed as GFE in Attachment E and may be listed at Annex A if it is to be supported by the Contractor.

Option: For when Training Equipment is included at Annex D.

8.5.1 The Contractor shall use the Training Equipment identified at Annex D to undertake the required Training.

8.5.2 For face-to-face Training, the Contractor shall set-up and operate such Training Equipment at the required Training locations, including any Training Equipment provided as GFE.

8.5.3 Except as may otherwise be required for remotely-provided on-line Training, the Contractor shall set-up all Training Equipment so that the equipment operates to the performance standards required for the delivery of Training.

8.6 Training Materials (Optional)

8.6.1 Except as otherwise identified at Annex D, the Contractor shall produce and provide Training Materials, including copies of student notes and consumable materials, as required for the delivery of Training, as identified at Annex D.

8.7 Training Assessment (Optional)

8.7.1 The Contractor shall record assessment results for each student in accordance with the requirements of Annex D.

8.7.2 The Contractor's assessment of students shall not deviate from the assessment strategy and standards for the Training courses, as detailed in Annex D, without the Approval of the Commonwealth Representative.

8.7.3 Within five Working Days of completion of each Training and assessment program, the Contractor shall provide or deliver to each student, who successfully completes the Training, a statement of attainment, certificate of attendance, or other certificate, as applicable to each Training program and student.

Option: Include the following clause if the VET Quality Framework applies.

8.7.4 If a Training course includes an assessment against a unit of competency under the Vocational Education and Training (VET) Quality Framework, the Contractor shall provide details of the assessment results for each student against each of the assessed criteria.

8.8 Post-Training Reporting (Optional)

8.8.1 The Contractor shall develop a post-Training report for each course completed, and forward the report to the Commonwealth Representative within 10 Working Days of completion of that course. The post-Training report shall include:

a. the name of the Training course;

b. the number of students participating in each course or unit;

c. the number of students, by course / unit, deemed 'competent' and the number deemed 'not yet competent';

d. the number of students withdrawing during a Training program, if any;

e. the number of qualifications, statements of attainment, or other certificates, as applicable, issued; and

f. recommended changes, if any, for the Training course, Training Materials and Training Equipment.

8.9 Maintenance of Training Materials (Optional)

Note to drafters: Training Materials need to be consistent with the configuration of the equipment and/or the processes for which Training is required. Training Materials may be provided by the Contractor (eg, adapted commercial course) or be provided as GFI/GFD. The following clauses cover both situations. If all Training Materials will be provided from one source or the other, the redundant clauses may be deleted.

8.9.1 The Contractor shall monitor the currency of Training Materials used in Training courses identified in clause 8.1.1 to ensure that delivered Training is consistent with the systems, equipment and related processes that are the subject of the Training.

8.9.2 Where the Training Materials are provided by the Contractor, the Contractor remains responsible for the maintenance and update of those Training Materials, including to ensure that the Training Materials are consistent with any applicable Defence policies and processes, as may be notified by the Commonwealth Representative from time to time.

8.9.3 Where the Training Materials have been provided as GFM, the Contractor shall provide details of the required changes to the Training Materials, including supporting documents (eg, facilitation guides), to the Commonwealth Representative.

8.9.4 The Commonwealth Representative may task the Contractor with developing updates to the Training Materials, as identified through clause 8.9.3, as S&Q Services.

9. SUPPORT RESOURCES (CORE)

9.1 Personnel (Core)

9.1.1 The Contractor shall undertake all necessary recruitment, training, security clearance preparation and other functions as necessary, to ensure that Contractor Personnel have the requisite skills, experience and qualifications to enable the Contractor to meet the requirements of the Contract.

Note to drafters: Refer to the SOW Tailoring Guide for Key Persons management.

9.2 Technical Data (Core)

9.2.1 The Contractor shall develop a Technical Data List (TDL) that complies with the requirements of DID-SPTS-TDL and clause 2.3.1.

9.2.2 The Contractor shall deliver the TDL to the Commonwealth Representative, for Approval, no later than 20 Working Days after the Effective Date.

9.2.3 The Contractor shall review the accuracy of the TDL, and update the TDL if necessary, at intervals of no less than **[...INSERT NUMBER OF MONTHS, EG six...]** months in accordance with clauses 2.3.7 to 2.3.8.

9.2.4 Without limiting clause 2.3, Approval of the TDL requires that the TDL identify all Technical Data (TD) that is required to be delivered to the Commonwealth, which shall include:

Note to drafters: Amend the examples in the following clauses to suit the scope of the Contract.

a. all TD identified in the SOW for delivery to the Commonwealth, including data items that are or that contain TD (eg, ECPs and Technical Instructions), TD that arises as an outcome of the Services such as the development of Deviations, the conduct of engineering investigations and Maintenance investigations, updates to Training Materials, and TD identified as a result of WHS investigations under clause 11.4.3;

b. the TD required to enable the Commonwealth to meet its obligations under the Contract and broader obligations (eg, for Defence regulatory and assurance compliance, security, safety and Government reporting) in relation to the Products Being Supported (refer to clause 6.2.1.1e of DID-SPTS-TDL); and

c. to the extent not covered by clauses 9.2.4a and b above, TD created or updated under the Contract and required to enable the Commonwealth to exercise its default rights set out in clause 5.2.2 of the COC (including, for example, any installation and set-to-work procedures, external interface data, calibration information, and so on).

9.2.5 The Contractor shall deliver all Technical Data identified in the Approved TDL for delivery to the Commonwealth in accordance with this SOW, the Approved TDL, and otherwise in accordance with clause 5.8 of the COC.

Note to drafters: Refer to the SOW Tailoring Guide for information on the following optional clauses. If not required, delete the following two clauses.

Option: For when the Contractor is required to maintain a technical information library.

9.2.6 The Contractor shall maintain a technical information library for any policies, regulations, procedures, and task descriptions required for the performance of the Contract.

9.2.7 The Contractor shall ensure that staff, including the staff of its Subcontractors, are aware of, and have access to, the technical information library for documentation appropriate to the procedures and tasks that the Contractor requires them to undertake.

Note to drafters: Include the following option when the Contractor will be required to maintain Technical Data, including engineering drawings, publications and other Technical Data (eg, performing administrative updates to publications, such as incorporating amendments). This is separate from any CM activities that the Contractor will have in relation to developing updates

to Technical Data. Refer to the SOW Tailoring Guide for guidance. If not required, delete the following clause.

Option: For when the Contractor is required to maintain Technical Data under the Contract.

9.2.8 The Contractor shall maintain the Technical Data identified in Section 4 of Annex A, including the incorporation of Commonwealth-issued amendments and OEM amendments that have been Approved by the Commonwealth.

9.3 Support and Test Equipment and Training Equipment (Optional)

Note to drafters: Refer to the SOW Tailoring Guide for guidance and alternative clauses.

9.3.1 The Contractor shall provide all of the S&TE and Training Equipment necessary for the provision of Services.

9.4 Packaging (Core)

9.4.1 The Contractor shall ensure that all Items to be delivered to the Commonwealth are packaged and marked for delivery with appropriate package labels, consignment documentation and documentation language standards, as may be necessary to:

a. comply with applicable legislative and regulatory requirements, including the WHS Legislation; and

b. meet the requirements of the Contract.

Note to drafters: Consideration should be given to identifying the specific section(s) of DEF(AUST)1000C applicable to the types of deliverable items under the Contract. DEF(AUST)1000C may be accessed from the Defence Internet 'Business & Industry' website.

9.4.2 Unless otherwise agreed in writing by the Commonwealth Representative, the Packaging and Packaging materials used by the Contractor for the packaging of Stock Items and other items that are to be delivered to the Commonwealth shall comply with DEF(AUST)1000C.

10. QUALITY MANAGEMENT (CORE)

10.1 Contractor Quality Responsibilities (Core)

Note to drafters: While a Certified QMS is usually desirable, small-to-medium enterprises can incur significant costs for Certification (when process / location specific). This cost will be passed on to the Commonwealth or could exclude potential tenderers. In these cases, the Commonwealth Representative may allow the Contractor's QMS to be certified by a Defence-managed Quality Audit, conducted before or shortly after the Effective Date. For further guidance refer to the SOW Tailoring Guide.

The two options below, and the reasons why each may be selected, are described as follows:

a. Option A: Quality is to be assured using a QMS that is certified by a third-party. The Contractor must have a QMS certified by an organisation accredited by the JAS-ANZ, or equivalent certification body, either prior to or shortly after Effective Date. Select this option by deleting Option B below.

b. Option B: Quality is to be assured using a QMS certified by either a third-party or Defence. This clause is tailored prior to the RFT. If the drafter does not know whether the market has sufficient numbers of third-party quality-certified tenderers, then option B allows a Defence-certified QMS as a 'fall-back' option. The Defence Audit of the Contractors QMS means that one of the Audits in the subsequent clauses must be conducted immediately after Effective Date. Select this option by deleting Option A below.

A QMS for new work location and/or process may require re-certification to occur after the Effective Date. The drafter may amend the following clause to reflect a given time period or depend on post-ED agreement by the Commonwealth Representative.

Option A: For when the Contractor must have a QMS that is certified by an organisation accredited by the JAS-ANZ, or equivalent certification body acceptable to the Commonwealth.

10.1.1 The Contractor shall have a Quality Management System (QMS) Certified to AS/NZS ISO 9001:2016 'Quality Management Systems – Requirements' at the Effective Date, or as otherwise agreed by the Commonwealth Representative.

10.1.2 For this clause 10, 'Certification' means certification by an organisation accredited by the JAS-ANZ, or equivalent international or national certification body acceptable to the Commonwealth.

Note to drafters: Consideration should be given to a quality audit prior to Effective Date. Alternatively, drafters should coordinate with the quality representative to amend the time period, in the clause below, for when an audit will be conducted.

Option B: For when the Contractor does not need to have a QMS certified by an organisation accredited by the JAS-ANZ or equivalent certification body.

10.1.3 The Contractor shall have a Quality Management System (QMS) that defines and controls the systems, processes and Product quality for Services provided under this Contract.

10.1.4 For this clause 10, 'Certification' means certification of the Contractor's QMS by either Defence Quality Assurance representatives, or by being certified to AS/NZS ISO 9001:2016 'Quality Management Systems – Requirements' by an organisation accredited by the JAS-ANZ or equivalent certification body acceptable to the Commonwealth.

10.1.5 Where the Contractor does not have AS/NZS ISO 9001:2016 Certification for the Contractor's processes and Services required under the Contract, the Contractor shall facilitate Certification of its QMS by Defence Quality Assurance representatives through an initial Audit activity.

10.1.6 The Commonwealth shall conduct the initial Audit activity no later than **[...INSERT NUMBER OF DAYS, EG 20...]** Working Days after the Effective Date.

10.1.7 The Contractor shall maintain and apply the QMS to the provision of the Services, and shall notify the Commonwealth Representative of any changes to the Certification status of the Contractor.

10.1.8 During progress of work under the Contract, the Commonwealth may perform Audit and Surveillance activities (either independently or by participating in the Contractor's internal audits, as determined by the Commonwealth Representative) in relation to the work performed, including any of the following:

a. System Audit;

b. Process Audit; or

c. Product Audit.

10.1.9 The Contractor shall ensure that all work performed under a Subcontract meets the requirements of the QMS to be applied by the Contractor.

10.1.10 The Contractor shall maintain records pertaining to the planning and Verification of the Quality of the Services for a minimum period of seven years after the Term.

10.2 Quality Management Planning (Core)

10.2.1 The Contractor shall manage the Quality program in accordance with the Approved SSMP.

10.3 Quality Systems, Process and Product Non-Conformances (Core)

10.3.1 If at any time the Commonwealth Representative determines by Audit and Surveillance in accordance with clause 10.1.8 or otherwise that, in relation to the provision of the Services:

a. the Quality system being applied no longer conforms to the Certified QMS;

b. the Quality procedures and processes do not conform to the Approved SSMP (including referenced quality documentation); 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.

10.3.2 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 10.3.1, or within any other period agreed in writing by the Commonwealth Representative, and shall advise the Commonwealth Representative immediately upon taking corrective action. The Commonwealth may perform an Audit to verify that the non-conformance has been corrected.

10.4 Non-Conforming Services (Core)

Note to drafters: If a more detailed process to manage Applications for Deviations is required, refer to clause 11.4 of the ASDEFCON (Support) SOW. If an Application for a Deviation relating to a Product (rather than a process) will be managed as a 'request for variance', clause 10.4.1 may be amended to refer to an "… Application for a Deviation that complies with DID-PM-MGT-AFD for process deviations or [… INSERT DID NUMBER …] for Product variances, and clause 2.3.1 …". Drafters would also need to develop an appropriate DID and include it at Annex C.

10.4.1 If the Contractor seeks to use non-conforming materials or work in the Services, it shall develop an Application for a Deviation that complies with the requirements of DID-PM-MGT-AFD and clause 2.3.1, together with all supporting documentation.

10.4.2 The Contractor shall deliver each Application for a Deviation to the Commonwealth Representative, for Approval, in sufficient time to enable the Contract requirements to be met should Approval be denied.

10.4.3 The Contractor shall comply with any conditions specified in an Approved Application for a Deviation, including any time limits on the use of non-conforming materials or work, limits to the scope of application, and any monitoring and remediation requirements.

10.4.4 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.

10.4.5 Once the non-conformance has been rectified, the Contractor shall notify the Commonwealth and seek closure of the Application for a Deviation.

11. HEALTH, SAFETY AND ENVIRONMENT (CORE)

11.1 Problematic Substances and Problematic Sources (Core)

11.1.1 Problematic Substances (Core)

Note to drafters: Amend clause 11.1.1.1 if work on Commonwealth Premises is not applicable. A contractor may perform some work on Commonwealth Premises as a 'visitor'; however, if work will be on-going, refer to the ASDEFCON (Support) template for additional clauses.

11.1.1.1 The Contractor shall not:

a. use, handle or store a Problematic Substance in connection with performing a process specified by the Commonwealth (eg, in specified Technical Data);

b. use, handle or store a Problematic Substance on Commonwealth Premises; or

c. incorporate or embed a Problematic Substance in a Deliverable that may affect the health and safety of personnel (including Commonwealth Personnel), or contamination of the environment, during reasonably foreseeable use, support and disposal activities,

unless the Problematic Substance is an Approved Substance that is used, handled, stored, incorporated or embedded (as applicable) for a purpose for which it is Approved.

11.1.1.2 While meeting the requirements of clause 11.1.1.1, if the Contractor intends to use, handle, store, incorporate or embed a Problematic Substance that is not an Approved Substance, or propose a new purpose for an Approved Substance, then the Contractor shall:

a. not use that Problematic Substance, except where otherwise Approved; and

b. at least 10 Working Days before the intended use of the Problematic Substance:

(i) deliver to the Commonwealth, for Approval, an Application for a Deviation in accordance with clause 10.4, or an update to the SSMP to include details of the Problematic Substance and its proposed use, as applicable;

(ii) for a newly identified Problematic Substance, deliver to the Commonwealth a Safety Data Sheet prepared in accordance with DID-PM-HSE-SDS; and

(iii) if a new Authorisation is required, provide evidence to the Commonwealth that the Contractor has, or will obtain in a timely manner, that Authorisation.

11.1.1.3 The Commonwealth or Contractor may, at any time, discover a Problematic Substance in CMCA which is not an Approved Substance and, in such circumstances, shall:

a. notify the other party of the Problematic Substance as soon as practicable and, in any event, within five Working Days; and

b. consult with the other party regarding the appropriate action(s) to be taken including, as applicable, removal of the Problematic Substance or changes to work procedures.

11.1.1.4 If the Contractor becomes aware of a substitute for an Approved Substance, with lower risk and without significant detriment to the performance of work under the Contract, the Contractor shall advise the Commonwealth as soon as practicable.

11.1.1.5 To the extent consistent with their function, any newly-developed or modified Deliverables shall not emit fumes, liquids, solids, heat, noise, electromagnetic or other radiation, which could be detrimental to personnel, the environment or the operation of other equipment.

11.1.2 Problematic Sources (Optional)

Note to drafters: Include the following clauses if Services will be provided to a Product containing a Problematic Source (eg. a laser designator) or will use a Problematic Source (eg, for a non-destructive test). If not required, replace the following clauses with a single 'Not used'. Refer to the SOW Tailoring Guide for further information.

11.1.2.1 Where the Services require the use of a Problematic Source, the Contractor shall:

a. only use the Problematic Source:

(i) where it is Approved and for a purpose that has been Approved, and specified, in an annex to the Approved SSMP; and

(ii) in accordance with the applicable source licence or facility licence; and

Note to drafters: If the Contractor will have a Commonwealth-owned Problematic Source on an on-going basis (ie, GFE), or be required to have their own Problematic Source, then a source license is generally required. For further information, contact the CASG Directorate of Health, Safety and Environment. If a Problematic Source requiring a source licence is GFE, include the following a note to tenderers and identify the applicable item(s) of GFE; otherwise, delete the note to tenderers.

Note to tenderers: The Contractor, under any resultant Contract, will be required to hold a source licence (ie, an 'Authorisation') issued by the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) or the applicable State / Territory authority for the following items of GFE: […drafter to insert…].

b. where a Problematic Source:

(i) is, or is part of, GFE that is provided on an on-going basis; or

(ii) is not covered by a Defence source 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.

11.1.2.2 Without limiting clause 11.1.2.1, if the Contractor proposes to introduce a new Problematic Source or to change the use or location of an existing Approved 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 SSMP to the Commonwealth Representative; and

b. if 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 a Product requiring Maintenance or as GFE) containing a Problematic Source to the Contractor.

11.1.2.3 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.

11.2 Environmental Management (Optional)

Note to drafters: If environmental issues / risks in connection with the Services have been assessed as significant, then refer to the SOW Tailoring Guide for further guidance. The clauses below facilitate compliance with the COC if the Contractor is to perform Services on Commonwealth Premises that have potential environmental issues. Details (eg, Base Environmental Management Plans) will need to be provided. If this clause is not required, the clauses below can the heading can be deleted and the heading annotated as 'Not used'.

11.2.1 The Contractor acknowledges that the environmental management requirements of this clause 11.2 apply to all Services provided at Commonwealth Premises.

11.2.2 Without limiting the Contractor's obligations at law and under clause 12.5 of the COC, the Contractor shall ensure that Services provided at the applicable Commonwealth Premises are performed in accordance with any applicable environmental requirements including:

a. as set out in the Environmental Management Plan for the Commonwealth Premises; and

b. as advised by the Commonwealth or an Associated Party (eg, a platform support contractor) at the Commonwealth Premises.

11.2.3 The Contractor shall address environmental compliance and management issues as part of the SSMP.

11.3 Work Health and Safety (Core)

Note to drafters: The following clauses are considered minimal and based on the Contractor NOT performing on-going work on Commonwealth Premises, as Government Furnished Facilities are outside the scope of this template. The Contractor may perform some work on Commonwealth Premises as a 'visitor'; however, if work will be on-going, refer to the ASDEFCON (Support) template for additional clauses. Refer to the SOW Tailoring Guide for guidance.

11.3.1 Acknowledgment of WHS Advice

11.3.1.1 The Contractor acknowledges that hazards may be present within the Products, including GFE if applicable, which are relevant to the Services.

11.3.1.2 The Contractor acknowledges that hazards within or relating to the operation or support of the Products, including GFE if applicable, are identified within the associated Technical Data (including any manuals listed in Annex A), which provide warnings that were, at the time of publishing, considered suitable for competent persons that are appropriately trained in the operation and/or support applicable to the Products and Services.

11.3.2 Planning for and Management of WHS Duties

11.3.2.1 The Contractor shall address WHS compliance and management issues as part of the SSMP.

11.3.2.2 The Contractor shall provide the Services in accordance with clause 12.4 of the COC, clause 11 of the SOW and in accordance with the WHS management elements of the Approved SSMP.

11.3.2.3 The Contractor shall have a WHS Management System (WHSMS), as part of its QMS or otherwise, to ensure that work performed under the Contract complies with applicable legislation relating to WHS (including the WHS Legislation) and Commonwealth policy, and which is accessible to the Commonwealth in accordance with clause 11.7 of the COC.

11.3.2.4 The Contractor's WHSMS shall include the following WHS-related records:

a. WHS-related Authorisations;

b. WHS-related risk assessments and control measures;

c. safe work method statements required under the applicable WHS Legislation in relation to the Services;

d. details of emergency plans and procedures and for access to first aid, including first aiders and available facilities and resources;

e. workplace registers and records required to be maintained under the applicable WHS Legislation; and

f. the WHS management elements of the Approved SSMP and all associated plans, processes, procedures and instructions supporting the WHS management elements of the Approved SSMP.

11.3.2.5 The Contractor shall ensure that the Contractor's representatives consult, co-operate and co-ordinate 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.

Option: Include if Contractor Personnel will work on Commonwealth Premises (ie, as visitors).

11.3.2.6 The Contractor shall ensure that Contractor Personnel, who will perform work at Commonwealth Premises, participate in any safety-related induction training, visitor and site induction briefings, provided by Defence, or Associated Parties, as applicable.

11.4 Incident Reporting and Remediation (Core)

11.4.1 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).

11.4.2 The report provided under clause 11.4.1 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).

11.4.3 The Contractor shall, in respect of any Notifiable Incident arising out of, or in connection with, the Contract:

a. immediately provide the Commonwealth Representative with a copy of the notice required to be provided to the relevant Commonwealth, State or Territory regulator;

b. promptly provide the Commonwealth Representative with a copy of any investigation report relating to the Notifiable Incident;

c. promptly provide the Commonwealth Representative with copies of any notice(s) or other documentation issued by the relevant Commonwealth, State or Territory regulator; and

d. 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.

11.4.4 The Commonwealth shall immediately inform the Contractor of any Notifiable Incident involving Contractor Personnel on Commonwealth Premises in relation to work performed under the Contract 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 any CMCA may contain Ozone Depleting Substances or Synthetic Greenhouse Gases.

11.4.5 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 during the provision of Services, except where the release is:

a. required to occur as part of the Services; and

b. managed by an appropriately licensed or authorised entity.

Note to drafters: If clause 11.2, Environmental Management, has been included (above) then refer to the SOW Tailoring Guide for clauses relating to the reporting environmental incidents.

ANNEX A TO ATTACHMENT A

LIST OF PRODUCTS BEING SUPPORTED

Contents:

Section One: Repairable Items
Section Two: Non-Repairable Items
Section Three: Software
Section Four: Technical Data

ANNEX A TO ATTACHMENT A

SECTION ONE – REPAIRABLE ITEMS

Note to drafters: This section is for Repairable Items (RIs) that are to be supported by the Contractor. These include individual items of equipment or components of complex Mission Systems, Support and Test Equipment, Training Equipment, and other repairable equipment (and the repairable components of each). Non-repairable equipment (eg, hand tools) should be included in the following section of this annex relating to Non-RIs.

If not required (ie, the Contract does not include the Maintenance of Repairable Items), this section of Annex A should be deleted and replaced with 'Not Used'.

1. REPAIRABLE ITEMS

1.1 The Contractor shall provide support Services for the Repairable Items (RIs) specified in Table A-1 in accordance with the SOW. The scope of these Services is further defined through the columns and technical references included in Table A-1. An explanation of each column is detailed below:

a. **System Identifier LCN/TMC/CMC.** A unique identifier for the RI, as used in the applicable technical manuals or supply management system.

b. **Item Nomenclature.** The name of the RI, which may include RI class / group categories and functional descriptors.

Note to drafters: If the list of technical references in Table A-1 is extensive, consideration should be given to providing a separate table and then cross-referring to the applicable groups of entries in that other table from within Table A-1.

c. **Technical References.** The Technical Data (which could be a hardcopy Maintenance manual, interactive electronic technical manual or information management system) that defines the Maintenance and other support requirements for the RI.

d. **Depth/Grade of Maint.** The depth/grade of Maintenance for which the Contractor has responsibility, as used in the associated technical maintenance plan / reference applicable to each RI:

Note to drafters: Insert an abbreviation/code and description for the applicable depths/ grades of Maintenance for the associated RIs (eg, Light, Medium, Heavy; Operational, Intermediate, Depot/ Deeper; or as described in a Technical Maintenance Plan). The applicable depths/ grades to be performed by the Contractor are to be added to column d.

(i) 'O' - Operational / Organisational Maintenance undertaken in or near the environment in which the RI or parent system is operated;

(ii) **[...INSERT DEPTH/GRADE OF MAINTENANCE...]**;

(iii) **[...INSERT DEPTH/GRADE OF MAINTENANCE...]**; and

(iv) 'All' – all of the above.

e. **Engineering Responsibility.** The Contractor is required to provide Engineering Services described in the SOW for this RI ('Y' = yes, 'N' or blank = no).

f. **Configuration Management (CM) Responsibility.** The Contractor is required to provide Configuration Management Services described in the SOW for this RI ('Y' = yes, 'N' or blank = no).

g. **Calibration.** The RI has a requirement for calibration that is assigned to the Contractor ('Y' = yes, 'N' or blank = no).

ANNEX A TO ATTACHMENT A

Note to drafters: RSLs are not applicable when turn-around times are used. If maintaining RSLs is not required, then RSL-related clauses should be replaced with 'Not used' and the 'RSL' column deleted from Table A-1.

h. **Reserve Stockholding Quantity (RSQ).** The quantity of serviceable RIs to be held by the Contractor as an RSQ (no entry means that an RSQ is not applicable to that RI).

Note to drafters: The following is an example of a performance measure or set performance level is assigned to a group of RIs (but not all RIs). Refer to the SOW Tailoring Guide and Performance Based Contracting Guide for guidance. If not applicable, the definition and column should be deleted.

i. **Demand Satisfaction Rate (DSR).** Identifies if the RI is to be included in the group where performance measurement is based on DSR ('Y' = yes, 'N' or blank = no).

Note to drafters: The drafter may add columns to Table A-1 in order to provide additional information to describe the Services required for each RI. Each additional column should be explained in a subclause under this clause 1.1. If not required, column 'j' should be deleted. Refer to the SOW Tailoring Guide for guidance regarding groups and columns.

j. **[...TO BE DETERMINED (TBD) BY DRAFTER...]**.

Note to drafters: There may be existing support arrangements for items of Support and Test Equipment that the Contractor will be required to use (eg, a common support contract for calibration services). If so, drafters may consider adding columns to Table A-1, and expanding this description clause, to link these support arrangements to individual RIs.

Where columns in Table A-1 are not applicable to all groups of RIs, shading the non-applicable cells can help to visually clarify that the column is not applicable to that RI.

ANNEX A TO ATTACHMENT A

Table A-1: Repairable Items

System Identifier LCN/TMC/CMC (a)	Item Nomenclature (b)	Technical Reference(s) (c)	Depth/ Grade of Maint. (d)	Eng. Resp (Y/N) (e)	CM Resp (Y/N) (f)	Calib (Y/N) (g)	RSQ (h)	DSR (i)	TBD / not used (j)
Repairable Items of Primary Equipment / Components									
Support and Test Equipment									
Training Equipment									
Other Repairable Equipment									

ANNEX A TO ATTACHMENT A

SECTION TWO - NON-REPAIRABLE ITEMS

Note to drafters: This section is for Non-RIs that the Contractor is to provide to Defence units to enable them to undertake operational and Maintenance activities – it does not include Non-RIs that the Contractor uses to perform Maintenance, even though they could be the same items. If not required, this section of Annex A should be deleted and replaced with 'Not used'.

If additional requirements applying to Non-RIs are not included below, drafters should add these to Table A-2 and provide the explanation in subclauses below clause 2.1 (eg, if the Contractor is to obtain stock through MILIS, then a column to identify the applicable items may be used). Refer to the SOW Tailoring Guide for further explanation.

Table A-2 includes example performance measures: Order Response Time and Demand Satisfaction Rate (DSR). Refer to the SOW Tailoring Guide and Performance Based Contracting Guide for guidance.

2. NON-REPAIRABLE ITEMS

2.1 The Contractor shall provide the Non-Repairable Items specified in Table A-2 in accordance with the requirements of the SOW and this Annex. The scope of these Services is further defined through the columns included in Table A-2. An explanation of each column is detailed below:

a. **System Identifier LCN/TMC/CMC.** A unique identifier for the Non-RI, as used in the applicable technical manuals or supply management system.

b. **Item Nomenclature.** The name of the Non-RI, which may include Non-RI class / group categories and functional descriptors.

c. **NATO Stock Number (NSN).** The 13-digit identifier used in NATO and allied cataloguing systems and which may be used for Non-RIs ordered by Defence.

d. **Engineering Responsibility.** The Contractor is required to provide Engineering Services described in the SOW (eg, defect reporting, if required) for this Non-RI ('Y' = yes, 'N' or blank = no).

e. **Reserve Stockholding Quantity (RSQ).** The quantity of serviceable Non-RIs to be held by the Contractor as an RSQ (no entry means that an RSQ is not applicable).

Note to drafters: If different DSRs apply to different Non-RIs, replace the 'Y' in the following clause with group letters 'A', 'B', etc, that can be referenced from other Attachments.

f. **DSR.** Identifies if the Non-RI is to be included in the group where performance measurement is based on DSR ('Y' = yes, 'N' or blank = no).

g. **Order Response Time.** Identifies if the Non-RI is to be provided to Defence within stated Order Response Times. The three sub-entries are:

(i) Unit of Measure / Unit of Issue (UOM/UOI) for the Non-RI (eg, kg, lt, ea, 8-pack);

(ii) quantities for orders placed by Defence units (eg, Defence units usually order '4' (or multiples of) of the UOM/UOI per order);

(iii) the Response Time required (ie, the time taken from Defence placing the order with the Contractor until the time when the order is delivered by the Contractor to the required Defence location); and

h. **[...TBD BY DRAFTER...]**.

ANNEX A TO ATTACHMENT A

Table A-2: Non-Repairable Items

Item Identifier LCN/Part No. (a)	Item Nomenclature (b)	NSN (c)	Eng. Resp. (Y/N) (d)	RSL (e)	DSR (Y/N) (f)	Order Response (g)			TBD (h)
						UOM / UOI	Order Qty	Resp. Time	

ANNEX A TO ATTACHMENT A

SECTION THREE - SOFTWARE ITEMS

3. SOFTWARE ITEMS

Note to drafters: This section identifies software for which support is required, such as Software within RIs or specialist information systems requiring support. If Software support is not applicable, this section of Annex A should be deleted and replaced with 'Not used'.

Note to drafters: Support for Software may include a number of Services if defined in the SOW; examples are included in the SOW Tailoring Guide. A Software Product may have different Service requirements assigned to it by populating the columns in Table A-3. Alternatively, drafters may add Software to Section 1 of this annex (Repairable Items) if that better describes the Service requirements of the Contract.

Note to drafters: If there are additional support requirements for the Software, not included below, drafters should include these into Table A-3 and provide an explanation in subclauses below clause 3.1. Refer to the SOW Tailoring Guide for further explanation.

3.1 The Contractor shall provide support for the Software specified in Table A-3 in accordance with the requirements of the SOW and this Annex. The scope of these Services is further defined through the columns included in Table A-3. An explanation of each column is detailed below:

a. **Identifier LCN/TMC/CMC.** A unique identifier for the Software Product, or the hardware Product that it is hosted on.

b. **Item Nomenclature.** The name of the Software Product, which may include class / group categories and functional descriptors.

c. **NATO Stock Number (NSN).** 13-digit identifier used in NATO and allied cataloguing systems.

d. **Engineering Responsibility.** The Contractor is required to provide Engineering Services described in the SOW (eg, defect investigations) for this Software Product ('Y' = yes, 'N' or blank = no).

e. **SW Update.** The Contractor is required to provide Software updates to Defence (eg, may be part of regular upgrade program or to incorporate third party updates) in accordance with the SOW ('Y' = yes, 'N' or blank = no).

f. **Help Desk.** The Contractor is required to provide Help Desk support for Defence, in accordance with the SOW, for this software ('Y' = yes, 'N' or blank = no).

g. **[...TBD BY DRAFTER...]**.

Table A-3: Software Items

Identifier LCN/TMC/CMC (a)	Item Nomenclature (b)	NSN (c)	Eng. Resp (d)	SW Update (e)	Help Desk (f)	TBD (g)

ANNEX A TO ATTACHMENT A

SECTION FOUR - TECHNICAL DATA

Note to drafters: This section is for use when the Contractor is to provide support to Technical Data. Support may apply to updates to publications and drawings for which the Contractor is the OEM for a Stock Item, for Commonwealth-approved updates from third-party OEMs, or from changes developed in accordance with the SOW (eg, from Major Changes and Training materials updates). If there is no requirement to support Technical Data, the clauses and table should be deleted and replaced with 'Not used'.

4. SUPPORTED TECHNICAL DATA

4.1 The Contractor shall provide support for the items of Technical Data specified in Table A-4, including updated versions / editions of the Technical Data, in accordance with the requirements of the SOW and this Annex. The scope of these Services is further defined through the columns included in Table A-4. An explanation of each column is detailed below:

Note to drafters: The publication or drawing number may be a catalogue number or based on a functional group hierarchy. Drafters may amend the description of column (a) to better identify the type(s) of numbering system used.

a. **Reference Number.** The unique identifier for the published item(s) of Technical Data, which may include publication numbers, drawing numbers (including computer-aided design drawings / models) or reference numbers for a set or series of publications or drawings, as applicable.

b. **Title.** The title of the item of Technical Data.

c. **Contractor Updates**. The Contractor is responsible for distributing Technical Data updates, which they have developed, into the versions of the Technical Data held by the Commonwealth.

d. **3rd Party Updates.** The Contractor is responsible for incorporating Technical Data updates that are sourced from third party providers and approved for incorporation by the Commonwealth Representative.

Note to drafters: Add columns to Table A-4 if required to identify types of Technical Data (eg, publications, drawings and training materials, if required), or to allocate further responsibilities by providing additional information to describe the scope of Services required for each item of Technical Data. Each additional column should be explained in this list of subclauses with the subclause number matching the column number. If not required, column 'e' should be deleted. Refer to the SOW Tailoring Guide for further guidance.

e. **[...TBD BY DRAFTER...]**.

Note to drafters: Drafters may wish to divide the table into separate tables or use additional headings to separate types of Technical Data into logical groups.

Table A-4: Technical Data

Reference Number (a)	Title (b)	Contr. Updates (c)	3rd Party Updates (d)	TBD (e)

ANNEX B TO ATTACHMENT A

MANDATED DEFENCE INFORMATION SYSTEM USE

1. GENERAL USE OF MANDATED DEFENCE INFORMATION SYSTEMS

Note to drafters: This annex addresses the use of Defence information systems for inventory management, stocktaking of CMCA, and other Supply Support activities. If Defence information systems are to be used for other purposes then drafters should include these as new clauses, which may use clause 1.2 as a template.

ERP has replaced the MILIS for general inventory management, and other specialised systems (eg, COMSARM) are to be replaced in future. Hence, this Annex may be expanded for systems other than ERP, if required. Refer to the ERP websites for details of ERP releases.

The note to tenderers below can be included or amended as required, if further ERP changes will affect the SCM processes described in this Annex (eg, for future supply chain processes and Maintenance). Otherwise the note to tenderers can be deleted. Amend this Annex as required.

Note to tenderers: The Defence Enterprise Resource Planning Solution (ERP) replaced previous information systems for general inventory management. Many Supply Chain Management (SCM) processes have been implemented in ERP, other processes will be replaced or updated over time. Hence, changes to this Annex may be included during negotiations for any resultant Contract or, if not implemented by the Effective Date, through one or more CCPs.

Refer to clause 2.3 for training in the use of Defence information systems.

1.1 Identified Mandated Defence Information Systems

1.1.1 The Contractor shall provide the required Services using the following mandated Defence information systems in accordance with the requirements of the SOW and this Annex:

Note to drafters: Edit the list of Defence information systems to be used.

a. Defence Enterprise Resource Planning Solution (ERP) for Supply Chain Management (SCM) processes; and

b. **[…INSERT OTHER INFORMATION SYSTEMS, AS APPLICABLE…]**.

1.2 Use of ERP for Supply Chain Management

1.2.1 The Contractor shall use ERP for processes within the SCM work stream, as related to the following types of Stock Items:

a. Commonwealth-owned Stock Items, including GFE; and

b. Commonwealth Software, for Software that is managed as a Stock Item.

Note to drafters: List the policy and procedural references for the use of ERP, for SCM processes, related to the Contractor's work. Consider how manuals and information in the 'ERP system steps library' will be made available to tenderers without existing access to the DPN.

1.2.2 The Contractor shall use ERP to perform SCM processes in accordance with the following:

a. Supply and Distribution Manual **[...UNDER DEVELOPMENT...]**;

b. Defence Stocktake Manual Chapter **[…4, OR INSERT CHAPTER NUMBER...]**; and

c. **[…DRAFTER TO INSERT…]**

Note to drafters: Amend the list below for the range of SCM work stream processes (from the 'ERP system steps library') to be performed by the Contractor. Note that future ERP tranches may introduce changes to ERP roles and, therefore, Contractor staff positions. The list need not

identify every ERP process to be performed, but it should indicate the scope of staff roles and, therefore, the ERP training required.

ERP can also be used for Maintenance and other Services. If applicable, those processes should be specified in separate clauses. The following example clauses only address Supply Services.

1.2.3 The Contractor shall use ERP, for the Stock Items listed in clause 1.2.1, to perform the following SCM processes, as part of providing Supply Services:

a. Warehouse and Inventory Management processes:

(i) manage packaging unit;

(ii) process goods issue and dispatch;

(iii) manage outbound deliveries;

(iv) process goods receipt;

(v) process quality inspection;

(vi) process goods transfer; and

(vii) process stocktaking and adjustments (in accordance with clause 3.10 of the SOW);

b. Transportation Management processes:

(i) manage freight planning;

(ii) manage freight execution; and

(iii) manage freight unit;

c. Inventory Planning (Materials Requirements Planning (MRP)) processes:

(i) analyse and optimise inventory; and

(ii) plan inventory replenishment; and

d. **[…DRAFTER TO INSERT OTHER ACTIVITIES AS APPLICABLE…]**.

1.2.4 Except where otherwise agreed in writing by the Commonwealth Representative, the Contractor shall not use ERP to undertake the procurement of Stock Items.

Note to drafters: Times in the following clause may be adjusted for the Contract. The phrase 'unless otherwise allowed for in the Contract' offers flexibility to exceed the timeframe if those other times are specified elsewhere in the Contract (eg, to support a remote deployment).

1.2.5 Unless otherwise allowed for in the Contract, the Contractor shall ensure that the information on ERP, for the Stock Items listed in clause 1.2.1, is never more than 24 hours out-of-date.

1.2.6 The Contractor shall inform the Commonwealth:

a. if the ERP system or an ERP SCM process is or was not available for use;

b. if known, how long it has been or was not available; and

c. if known, the reason why it was not available.

Note to drafters: The following clause aims to ensure that ERP use, as required by clause 1.2.3, is not used to justify non-performance of KPIs or other performance measures. For example, using ERP for MRP is not a reason for failing to achieve a KPI based on stock holdings. Drafters may amend the clause for other SCM processes applicable to the Contract, or delete the clause.

1.2.7 The Contractor acknowledges that the use of ERP for the following processes does not relieve the Contractor from satisfying any Performance Measures in the Contract:

a. Materials Requirement Planning (MRP) for RIs; and

b. MRP for Non-RIs.

1.3 Use of Mandated Defence Information Systems for Maintenance Services

Note to Drafters: If Defence information systems are to be used for Maintenance Services (or other Services), use clause 1.2 as a template for this clause, and any additional clauses below. Refer to the SOW Tailoring Guide for further information. If no additional information systems are required, clause 1.3.1 may be retained as 'Not used'.

1.3.1 Not used.

2. ACCESS AND TRAINING

2.1 Access to Mandated Defence Information Systems

Note to drafters: This clause identifies a process for gaining access to Defence information systems. If other information systems with different access processes apply, amend the clause accordingly.

2.1.1 For each Contractor and Approved Subcontractor employee who is proposed to be provided with access to Defence information systems, the Contractor shall prepare and submit, to the Commonwealth Representative, as applicable:

a. Other Defence Support (ODS) requests, for Contractor Personnel and Subcontractor Personnel, who need access to the Defence Protected Network (DPN);

b. for ERP, details required for the ERP 'Contractor Access Management' process, including the identification of each staff position and the ERP role to be performed by Contractor Personnel in each of those staff positions; and

c. **[…DRAFTER TO INSERT…]**.

2.1.2 The Contractor acknowledges that Contractor Personnel are required to complete all ERP role training, for the roles assigned to their staff position, in order to have access to any of the ERP roles identified for their position.

Note to drafters: Caution needs to be used with this clause as any offer to provide GFM must be implemented on time, or the Contractor may claim an act of prevention or performance relief.

2.1.3 The Commonwealth shall provide access for applicable and eligible Contractor Personnel to the DPN, and specific mandated Defence information systems, for the purposes described in this Annex.

2.1.4 The Contractor shall ensure that any change to Contractor staff positions, position roles, and personnel details, are submitted to the Commonwealth at least ten Working Days prior to the date when those changes are required to take effect.

Note to drafters: Select from the following options based on the access to be provided. Ensure that Attachment G includes the associated GFM.

Option A: For when the Contractor will be provided with hardware and software to access mandated Defence information systems.

2.1.5 The Commonwealth shall provide the Contractor with DPN terminals and/or interfaces, to enable use of the mandated Defence information systems, as detailed in Attachment G.

Option B: For when the Contractor will be provided with DCAC-DREAMS card readers for access to the DPN.

2.1.6 The Commonwealth shall provide the Contractor with card readers for the Defence Common Access Card - Defence Remote Electronic Access Mobility Service (DCAC-DREAMS), as detailed in Attachment G, in order to access the mandated Defence information systems via remote logon to the DPN.

Option C: For when access to terminals located on Commonwealth Premises will be provided. Drafters should insert the number of terminals available and conditions of use.

2.1.7 The Commonwealth shall provide access to **[…INSERT NUMBER…]** of DPN terminals for the mandated Defence information systems at **[…INSERT LOCATION/TIME DETAILS…]**.

2.1.8 The Commonwealth shall be responsible for maintaining the GFE that is provided to the Contractor in order to access the mandated Defence information systems.

2.2 General Provisions for Access to Defence Information Systems

Note to drafters: If the Contractor is given access to mandated Defence information systems, this is considered to be GFS. If hardware is provided (eg, DCAC-DREAMS card readers), this is considered to be GFE. Drafters should identify the GFS and GFE within Attachment G.

2.2.1 If the Contractor is provided with access to any Defence information systems for the purposes of the Contract (ie, 'GFS(IT)'), the Contractor shall ensure that it and all Contractor Personnel accessing the GFS(IT):

a. hold an appropriate Defence security clearance for accessing or using the GFS(IT);

b. comply with any policies and processes applicable to the access or use of the GFS(IT), including the Defence Security requirements specified under the Contract;

c. not access, use or obtain information from the GFS(IT) except to the extent required for the performance of the Contractor's obligations under the Contract; and

d. store any Contract Material delivered to the Commonwealth on the GFS(IT) in an approved document management system, such as **[…INSERT eg, 'Objective' OR 'OpenText (ERP)' OR OTHER SOLUTION…].**

2.2.2 The Contractor acknowledges and agrees that:

a. the GFS(IT) 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 GFS(IT) shall be made by the Commonwealth to provide the Contractor any particular access, Software or service level not otherwise provided in accordance with clause 2.2.2a, unless agreed to by the Commonwealth Representative in writing.

2.2.3 The Contractor shall take all reasonable steps to ensure that any use of GFS(IT) does not damage, interfere with or otherwise compromise the GFS(IT), any information contained within it, or within any other Defence information system.

2.2.4 The Contractor shall not establish any interface between the GFS(IT) and any information system owned or controlled by the Contractor, or by a third party, without the prior written consent of the Commonwealth Representative.

2.2.5 If the Commonwealth fails to provide the GFS(IT) to the Contractor in accordance with clause 2.2.2a, the Contractor may be entitled to may make a claim under clause 6.2 (Delay) or clause 6.4 (Performance Relief) of the COC, except to the extent that the failure to provide the GFS(IT) was caused by a Contractor Default.

2.2.6 The Contractor acknowledges and agrees that, despite any obligation on the Commonwealth to provide GFS(IT), the Commonwealth may refuse or cease to provide access to GFS(IT) if the Contractor fails to comply with this clause 2.2.

2.3 Training in Mandated Defence Information Systems

2.3.1 The Contractor shall ensure that all relevant Contractor Personnel, who are required to use mandated Defence information systems, are trained in the operation of those systems.

Note to drafters: Amend the following clause for the expected start-up period for the Contract and the availability of information systems and training.

2.3.2 Within **[…INSERT NUMBER, EG, 15…]** Working Days after the Effective Date, the Commonwealth shall provide the requisite training to allow the Contractor to conduct activities relating to mandated Defence information systems in the performance of the Services.

2.3.3 Subsequent to the initial training provided under clause 2.3.2, the Commonwealth shall provide appropriate training for any new or upgraded mandated Defence information system provided to the Contractor by the Commonwealth. The Commonwealth shall provide such appropriate training to the Contractor in advance of when the new or upgraded Defence information system is required to be used in the performance of the Services.

2.3.4 In addition to the initial training and any training for new or upgraded Defence information systems, the Commonwealth will make training available for Contractor and Subcontractor Personnel who are replacing existing staff, and who will be directly engaged in Services for the Contract, in accordance with the Approved SSMP.

2.3.5 Training provided to Contractor Personnel, including Subcontract Personnel, under clauses 2.3.2 to 2.3.4 shall be provided free of charge by the Commonwealth, after which the Commonwealth may elect to recover costs from the Contractor for any additional training.

2.3.6 For the training to be provided under this clause 2.3, the Contractor shall:

a. nominate the personnel requiring training and provide sufficient personal 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, accommodation and allowances for employees during the training.

ANNEX C TO ATTACHMENT A

CONTRACT DATA ITEMS

1. DATA ITEMS AND DATA ITEM DESCRIPTIONS

1.1 The following data items and data item descriptions are applicable to the Contract:

Table C-1: Deliverable Data Items

Data Item	Data Item Description	Related Clause(s)
Support Services Management Plan (SSMP)	DID-SPTS-SSMP	SOW clause 3.1
Contract Status Report (CSR)	DID-SPTS-CSR (all parts)	SOW clause 3.2
Services Summary Report (SSR)	DID-SPTS-CSR Part B	SOW clause 3.2
Commonwealth Assets Stocktaking Report (CASR)	DID-SPTS-CSR Part C	SOW clauses 3.2 and 3.10
Australian Industry Capability Report	DID-SPTS-CSR Part D	SOW clause 3.15
Quote for S&Q Services	DID-SPTS-S&Q	COC clause 3.11, SOW clause 3.13
Engineering Change Proposal (ECP)	DID-CM-MGT-ECP	SOW clause 5.3.2
Configuration Status Accounting Report (CSAR)	DID-CM-DATA-CSAR	SOW clause 5.3.3
Note to drafters: Refer to SOW clause 5.7 and delete the data item(s) that are not required. Safety Case Report Materiel Safety Assessment	DID-ENG-SOL-SCR DID-ENG-SOL-MSA	SOW clause 5.7
Maintenance Management Plan (MMP)	DID-SPTS-MMP	SOW clause 6.1
Training Schedule	Not specified	SOW clause 8.2
Technical Data List	DID-SPTS-TDL	SOW clause 9.2
Supplies Acceptance Certificate	DID-PM-MGT-SAC	COC clause 3.5
Application for a Deviation	DID-PM-MGT-AFD	SOW clause 10.4
Safety Data Sheet (SDS)	DID-PM-HSE-SDS	SOW clause 11.1

Note to drafters: Drafters need to amend Table C-1 to reflect the data items and DIDs chosen for the draft Contract. DIDs should be included in this annex as 'Schedule 1 to Annex C – Data Item Descriptions', as either hard copies or in soft copy. If providing DIDs in soft copy, the DIDs provided should include a version of the files in a non-editable form.

ANNEX D TO ATTACHMENT A

TRAINING COURSE DETAILS

1. TRAINING COURSES (GENERAL)

1.1 The Contractor shall provide Training Services in accordance with the SOW, this Annex, and the Approved Training Schedule, for each Training course identified in this Annex.

Note to drafters: Copy the following section for each Training course to be provided, and fill in the appropriate details or refer to an external reference (to be provided to tenderers) where those details are already documented (eg, a Learning Management Package (LMP)). Clauses should be amended as required. Refer to the SOW Tailoring Guide for further guidance.

2. TRAINING COURSE DETAILS - [...INSERT COURSE NAME (AND IDENTIFIER)...]

2.1 Course Delivery

Note to drafters: If all of these courses will be delivered as a Task Priced Service, do not include subclause 2.1.1a. Otherwise, amend the clause as required for the draft contract.

2.1.1 The Contractor shall deliver the **[…INSERT NAME OF COURSE…]** course:

a. **[…INSERT NUMBER OF COURSES…]** courses per year, for the Term of the Contract;

b. for **[…INSERT NUMBER OF DAYS…]** days per course;

c. for up to **[…INSERT NUMBER OF PARTICIPANTS…]** participants; and

Note to drafters: Delivery standards may be "defined in the Learning Management Package".

d. to the delivery standard **[…INSERT NAME OF APPLICABLE STANDARD…]**.

2.2 Panelling

2.2.1 The Commonwealth shall panel all participants for each course to be conducted and provide a copy of the panel to the Contractor **[…INSERT NUMBER OF WEEKS…]** weeks prior to each course commencing.

2.3 Training Venue

Option A: For when the Contractor is to provide the venue:

2.3.1 The Contractor shall arrange the provision of Training venues for this course.

Option B: For when the Commonwealth is to provide the venue:

2.3.2 The Commonwealth shall provide the following Training venues for this course:

a. **[…INSERT DETAILS (OR REFERENCES) OF COMMONWEALTH VENUES AND PERIOD OF AVAILABILITY FOR THIS COURSE, AS APPLICABLE…]**.

2.4 Training Equipment and Training Materials

2.4.1 The Contractor shall use the following Commonwealth-provided master-copies of Training Materials as the basis for Training course delivery:

a. participant workbook: **[…INSERT DETAILS (OR REFERENCE) FOR MATERIALS REQUIRED FOR COURSE…]**;

b. presenter / facilitator guide: **[…INSERT DETAILS (OR REFERENCE) FOR MATERIALS REQUIRED FOR COURSE…]**; and

c. exercise booklet: **[…INSERT DETAILS (OR REFERENCE) FOR MATERIALS REQUIRED FOR COURSE…]**.

2.4.2 The Contractor shall utilise the following Training Equipment for Training course delivery:

a. **[…INSERT DETAILS (OR REFERENCE) FOR EQUIPMENT REQUIRED FOR COURSE…]**; and

b. **[…INSERT DETAILS (OR REFERENCE) FOR EQUIPMENT REQUIRED FOR COURSE…]**.

2.5 Course Assessment

Note to drafters: Assessment requirements may cross-reference details in the applicable LMP.

2.5.1 […INSERT DETAILS (OR REFERENCE) FOR ASSESSMENT, INCLUDING COMPETENCY BASED TRAINING REQUIREMENTS…].

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-SPTS-CSR-V3.2

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, including for the Services provided, at the end of each reporting period. The CSR is used as a basis for the Contract Performance Review (CPR).

3.2 The Contractor uses the CSR to inform the Commonwealth in regard to the:

a. provision of the Services;

b. progress of planned activities; and

c. risks and issues requiring management.

3.3 The Commonwealth uses the CSR:

a. to assist with monitoring the performance of the Contractor;

b. to determine that the Services are meeting contractual requirements; and

c. as a record of contractual performance.

4. INTER-RELATIONSHIPS

4.1 The CSR is subordinate to the Support Services Management Plan (SSMP).

4.2 The CSR inter-relates with all agenda and minutes of scheduled review meetings, where these are required under the Contract.

5. APPLICABLE DOCUMENTS

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

Nil

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall be provided in the Contractor's format.

6.1.2 When the Contract has specified delivery of another data item that contains aspects of the required information, 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 – Part A: Contract Status

6.2.1 Current Status

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 The CSR shall include the following information:

a. a summary of the Services provided (to be covered in detail in Part B of the CSR) during the reporting period;

b. a summary of work activities expected in the next reporting period and of any significant events likely to influence Services or Contract management activities;

c. a report identifying the status of all data items, including data items for which delivery is outstanding (if any), data items awaiting Commonwealth action, and those data items reviewed for accuracy and found not to require update;

d. a list of action items from previous performance reviews and their status, including all open action items and those that were closed during the reporting period;

e. a list of correspondence that requires a response from the Commonwealth, but for which no response has been received; and

f. a list of Commonwealth correspondence to the Contractor for which a response is outstanding, and an estimate of the response date.

6.2.2 Finance Report

6.2.2.1 The Finance Report shall include, for the reporting period, a summary of (as applicable);

a. Recurring Services, noting any significant discrepancies between the Services provided and how the scope is described in Annex A to Attachment B;

b. Task-Priced Services, noting where the requested Services were significantly higher or lower than expected; and

c. Survey and Quote (S&Q) Services, including the types of Services provided and the quantity of S&Q Orders within nominal price ranges.

6.2.2.2 The Finance Report shall include, for future financial management activities:

a. any recommended changes to the Price and Payments schedules (eg, if repeated S&Q Services may be better managed as Task-Priced or Recurring Services); and

b. a summary of any anticipated CCPs that may affect the Price and Payments.

6.2.3 Risk Report

6.2.3.1 The CSR shall include a Risk Report, which reflects the current status of risks for the Contract, including for any S&Q Services.

6.2.3.2 The Risk Report shall include highlights of progress of risk mitigation activities for the identified risks, and any changes in risk status since the previous CSR.

6.2.4 Health Safety and Environment

6.2.4.1 The CSR shall summarise Work Health and Safety matters, issues and incidents (including Notifiable Incidents) pertaining to work under the Contract, for the reporting period, and any outstanding remediation actions or planned improvements.

6.2.4.2 If applicable, the CSR shall summarise any environmental management matters, issues and incidents pertaining to work under the Contract, for the reporting period, and any outstanding actions.

6.2.5 Indigenous Participation Report

6.2.5.1 If the Contract includes an Indigenous Participation Plan, the CSR shall include an Indigenous Procurement Report that contains a statement confirming if reporting through the Indigenous Procurement Policy Reporting Solution (IPPRS) has been undertaken in accordance with the Contract, for the reporting period.

6.3 Specific Content – Part B: Services Summary Report

Note: The SOW may specify delivery for Part B of the CSR that is independent of other parts.

6.3.1 General

6.3.1.1 If the SOW requires the Services Summary Report (SSR) to be submitted more frequently than Part A of the CSR, the SSR that is delivered concurrent with Part A shall include details for the most recent SSR reporting period and a summary that spans the full reporting period for Part A of the CSR.

6.3.1.2 The SSR shall summarise the applicable Services provided during the reporting period.

6.3.2 Operating Support Services

6.3.2.1 If Operating Support Services are required under the Contract, the SSR shall include, for the reporting period and as required by the Contract, details quantifying the level of effort related to the various activities undertaken within the scope of the Operating Support Services provided, and any significant events or milestones that occurred.

6.3.3 Engineering Services

6.3.3.1 If Engineering Services are required under the Contract, the SSR shall include, for the reporting period and as required by the Contract, details of:

a. the engineering investigations and Technical Data review activities undertaken including any significant outcomes or recommendations resulting from them;

b. Configuration Management activities, including details of audits and any findings;

c. Technical Instructions (TIs) that are under development or that were completed, separate from any engineering change program;

d. any significant issues identified as a result of monitoring system safety and system security for the Products, and the outcomes of any related investigations;

e. progress and significant issues for hardware and/or Software modifications being developed under Engineering Change Proposals (ECPs); and

f. the progress and significant issues for Engineering-related S&Q Services.

6.3.3.2 If the Contract includes a Commonwealth-authorised Annual Technical Effort (CAATE) the SSR shall include, for the current year, a summary of the CAATE task hours used to the end of the reporting period, the hours remaining to be used, and the expectations for using those remaining hours.

6.3.4 Maintenance Services

6.3.4.1 If Maintenance Services are required under the Contract, the SSR shall include, for the reporting period and as required by the Contract, details of:

a. the number and type of Maintenance activities undertaken and any significant delays or issues encountered;

b. Technical Instructions (TIs) and Modification Orders (MOs), including the number completed, the number in progress, and the number remaining;

c. the Defect reports submitted, summarising:

(i) the number and nature of the Defects or unexpected failure modes,

(ii) the measures already undertaken to avoid future Defects or failure modes of a similar nature, and

(iii) those Defects and unexpected failure modes remaining without resolution or pending Commonwealth action;

d. each RI, by type and numbers of, which have been identified as Beyond Physical Repair (BPR) or Beyond Economic Repair (BER); and

e. the progress and any significant issues for Maintenance-related S&Q Services.

6.3.5 Supply Services

6.3.5.1 If Supply Services are required under the Contract, the SSR shall include, for the reporting period and as required by the Contract, details of:

a. any significant issues or concerns with Stock Item levels;

b. the numbers of Stock movements under:

(i) warranty,

(ii) distribution through Commonwealth channels, and

(iii) disposal through Commonwealth channels;

c. any significant problems encountered or envisaged for obtaining Stock Items;

d. the numbers and value of procurements made on behalf of the Commonwealth for delivery to Commonwealth units; and

e. the number of reports by Commonwealth units to the Contractor pertaining to the receipt of non-conforming Deliverables, if any.

6.3.6 Training Services

6.3.6.1 If Training Services are required under the Contract, the SSR shall include, for the reporting period and as required by the Contract, details of:

a. the name and quantity of each course or unit of a Training program conducted;

b. analyses of the Training Services provided, including the number of:

(i) trainees participating in each course or unit;

(ii) trainees, by course / unit, deemed 'competent' and 'not yet competent';

(iii) trainees withdrawing during a Training program, if any; and

(iv) qualifications or 'statement of attainments' issued;

c. activities to review and upgrade Training Materials; and

d. recommended changes, if any, to the Training courses, materials and equipment.

6.3.7 Performance Measurement Report

6.3.7.1 If performance measurement is required by the Contract, the SSR shall report on the results obtained against the performance measures during the reporting period, including any performance measured by Key Performance Indicators (KPIs).

6.3.7.2 Subject to clause 6.1.2, the SSR shall, for each performance measure under the Contract:

a. report the result (eg, Achieved Performance) in terms of the metric / measurement base used;

b. if a normalised result (ie, an Adjusted Performance Score) is required to be calculated, the normalised result;

c. summarise the cause(s) for any non-achievement and any related claim for performance relief in accordance with clause 6.4 of the conditions of contract; and

d. provide a comparison between the reported results and the results from previous reporting periods, to enable the identification of performance trends.

6.3.8 Other Observations and Opportunities

6.3.8.1 The SSR shall include details of any other event or activity that the Contractor believes to be significant to the performance of the Services during the reporting period.

6.3.8.2 The SSR shall include a description of any opportunities identified by the Contractor to improve the effectiveness or efficiency (or both) of the Services.

6.3.9 S&Q Services

6.3.9.1 The SSR shall report on the status of S&Q Services for the reporting period, including:

a. a summary of the S&Q Services completed or in progress, including the nature of the Services and the commencement and completion dates, as applicable; and

b. details of any issues or risks with initiated, pending or Approved S&Q Services.

6.4 Specific Content – Part C: Commonwealth Assets Stocktaking Report

Note: The SOW may specify delivery for Part C of the CSR that is independent of other parts.

6.4.1 The CSR shall include a Commonwealth Assets Stocktaking Report (CASR), including:

a. if applicable, the current Assets Register for Contractor Managed Commonwealth Assets that are not accounted for using the standard supply management system;

b. a summary of all stocktakes completed during the 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 Items held, shelf Stock Items stocktaked, surpluses and deficiencies;

c. a summary of all stocktakes programmed for the coming reporting period; and

d. the percentage of completed stocktakes, where the SOW requires programmed stocktakes that are applied to a percentage of the total stock.

6.5 Specific Content – Part D: Australian Industry Capability Report

Note: The SOW may specify delivery for Part D of the CSR that is independent of other parts.

6.5.1 If the Contract requires an Australian Industry Capability (AIC) Schedule, the CSR shall include an AIC Report that provides the following information in relation to the work performed under the Contract by Australian Industry:

a. a summary of the activities undertaken during the reporting period that confirm the on-going implementation of the AIC Schedule, including:

(i) the continuation of established work activities, identifying any changes in the nature or location (including any change in postcodes) of work performed by the Contractor and Subcontractors;

(ii) any new activities that commenced or existing activities that expanded; and

(iii) any other change in relation to the performance of the activities described in the AIC Schedule;

b. if Australian Industry Activities (AIAs) are included in Attachment K, a summary of:

(i) those activities that contributed to the implementation or sustainment of the AIAs, including activities performed by a Subcontractor; and

(ii) any risks or issues that may affect future AIC activities contributing to the AIAs;

c. a summary of the Australian Contract Expenditure (ACE), for the Recurring Services, including (in dollar amounts for values of ACE):

(i) the value of ACE achieved against each AIC activity specified in the AIC Schedule, and the total ACE achieved, during the reporting period;

(ii) the cumulative value of ACE achieved during all reporting periods to date; and

(iii) the forecast value of ACE to be achieved in the next reporting period;

d. an explanation of how the ACE, for all or part of the current Recurring Services pricing period in Attachment B (annual or otherwise) has or will, as applicable, represent an achievement of the Annual ACE Value for that period;

e. an explanation of any over- or under-performance in achieving the AIC Schedule;

f. if applicable, a description of what actions will be or are being taken to address any under-performance; and

g. a summary of any expected changes (including Contract Change Proposals) that are expected to materially affect the AIC program.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-SPTS-MMP-V3.2

2. TITLE: MAINTENANCE MANAGEMENT PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Maintenance Management Plan (MMP[1]) defines the Contractor's plans, methodologies and processes for meeting the Maintenance requirements of the Contract.

3.2 The Contractor uses the MMP to:

a. define and manage the Maintenance Support program for the Contract, including any associated ADF regulatory / assurance framework requirements;

b. ensure that the Contractor personnel who provide Maintenance Services understand their responsibilities, the processes to be used, and the time-frames involved;

c. if applicable to the Services, demonstrate how the Contractor's Maintenance system will comply with the requirements of an ADF regulatory / assurance framework; and

d. define the Contractor's expectations for Commonwealth involvement and interfaces in the provision of Maintenance Services.

3.3 The Commonwealth uses the MMP to:

a. gain visibility and assurance that the Maintenance Services will meet the requirements of the Contract, including ADF regulatory / assurance requirements when applicable;

b. provide a benchmark for monitoring and assessing the Contractor's performance in relation to Maintenance Services; and

c. confirm and coordinate Commonwealth interfaces with the Contractor's Maintenance Support organisation.

4. INTER-RELATIONSHIPS

4.1 The MMP is subordinate to the Support Services Management Plan (SSMP).

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)
LMSM	Land Materiel Safety Manual
ANP3411-0101	Navy Materiel Assurance Publication

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item shall be provided in the Contractor's format.

6.1.2 When the Contractor has internal plans, which are accessible to the Commonwealth Representative and that contain aspects of the required information, the MMP 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.

6.1.4 Where the Contract requires that Maintenance Services comply with an ADF regulatory / assurance framework, the MMP shall accord with the applicable Maintenance requirements

[1] 'MMP' is a generic name used for the governing plan for Maintenance under ASDEFCON contracts. Different ADF regulatory / assurance frameworks may have a different name for the equivalent Commonwealth plan.

specified within the ADF regulatory / assurance framework documents identified in the SOW ('Maintenance Organisation and System Compliance') and as required by this DID.

6.2 Specific Content

Note: Guidance for Maintenance management plans may be included within the Applicable Documents and the publications listed in the SOW clause for 'Maintenance Organisation and System Compliance'. This guidance is generally written for the Commonwealth and needs to be read in the context of the Contractor's responsibilities that are to be described in the MMP. If there is doubt as to whether particular requirements in those documents apply to the Contractor's MMP, then guidance should be sought from the Commonwealth Representative.

6.2.1 Authorisation and Sponsorship Statement

6.2.1.1 The MMP shall include a statement of sponsorship by the Senior Maintenance Manager[2] (SMM) which refers to the SMM's responsibility for ensuring compliance of the Contractor's Maintenance systems and activities with the MMP.

6.2.2 Introduction

6.2.2.1 The MMP shall include an introduction that summarises the purpose of the MMP, the Products Being Supported, and the types of Maintenance Services to be provided.

6.2.3 Maintenance Organisation Structure

Note: ADF regulatory / assurance framework publications, as specified in the SOW, may include requirements for specific management appointments and authorised Maintenance roles, which should be addressed in response to the following requirements.

6.2.3.1 The MMP shall describe the Contractor's organisational arrangements for meeting the Maintenance Support requirements of the Contract, including:

a. the Contractor's and Approved Subcontractors' organisations and management structures, showing how the Maintenance Support organisational and managerial arrangements integrate into the higher-level management structures and organisations; and

b. the responsibilities of all parties involved in the Contractor's Maintenance Support activities, including the titles and contact details for management positions, which may include:

(i) the SMM;

(ii) Maintenance managers;

(iii) Quality manager(s); and

(iv) supervisors with work certification responsibilities (eg, for safety-critical tasks).

6.2.4 Maintenance Support Management

6.2.4.1 The MMP shall describe, for Maintenance Support, how:

a. work activities are planned, allocated, scheduled and controlled;

b. work activities and outcomes are recorded and reported; and

c. if applicable, Maintenance-related performance measures (other than any KPIs in Attachment B) will be measured, recorded and reported.

6.2.4.2 The MMP shall detail the arrangements for addressing Maintenance issues at Services Performance Reviews and Contract Performance Reviews, as applicable.

6.2.4.3 If Maintenance Progress Reports are required by the Contract, the content requirements for these reports shall be included in an annex to the MMP.

6.2.4.4 Except where provided to the Commonwealth Representative through other means the MMP shall include, as annexes, all associated plans, procedures and instructions that are required to describe the management and provision of Maintenance Services.

[2] SMM is a descriptive name; the title of the senior person accountable for the provision of the Maintenance Services may differ.

6.2.5 Maintenance Activities

Note: ADF regulatory / assurance framework publications, as specified in the SOW, may include specific requirements for managing and recording specific Maintenance activities (eg, requiring independent inspection / certification, or release to Defence users), which should be addressed in response to the following requirements.

6.2.5.1 The MMP shall, for each Maintenance Service to be provided under the Contract, include:

a. the title of the Service;

b. an overview of the specific activities to be undertaken to provide the Service;

c. the organisation(s) responsible for conducting the specific activities; and

d. details of interfaces between the Contractor and the Commonwealth.

6.2.6 Personnel

Note: ADF regulatory / assurance framework publications, as specified in the SOW, may include specific requirements for the appointment and/or authorisation of Maintenance personnel, which should be addressed in response to the following requirements.

6.2.6.1 The MMP shall include, or refer to, position profiles for the Contractor's Maintenance staff, such as authorised tradespersons, that include details of:

a. trade licences and qualifications or other required endorsements, as applicable;

b. duties to be undertaken;

c. required training and experience; and

d. required competency assessments and/or selection criteria.

6.2.6.2 In addition to the requirements of clause 6.2.6.1, position profiles for the positions of SMM, Maintenance managers, Quality manager, supervisors and independent inspectors (or equivalent positions) shall include details of:

a. the Maintenance / technical authority and related responsibilities to be held by a person in that position; and

b. formal qualifications and any other selection criteria needed for performing the role.

6.2.6.3 The MMP shall describe the Contractor's process for managing Maintenance during an extended absence of personnel filling the positions identified in response to clause 6.2.6.2.

6.2.6.4 The MMP shall detail how technical authority is managed, and identifying the authorised personnel with responsibilities for ensuring the integrity and safety of the Products being maintained (an **'Appointments Register'**). The Appointments Register shall contain:

a. identification details of the appointee;

b. the appointment and related position profile (from clauses 6.2.6.1 and 6.2.6.2);

c. the date of authorisation; and

d. the date authorisation was relinquished, if applicable.

6.2.6.5 The MMP shall describe the Contractor's approach to training Maintenance personnel and ensuring that the technical competencies of individuals are maintained.

6.2.7 Maintenance Management System

6.2.7.1 The MMP shall describe the system used for managing and recording Maintenance activities, including reference to the major components of the system and the associated documentation describing its use.

6.2.7.2 If the Contractor is provided with on-line access to a Commonwealth Maintenance Management System, the MMP shall describe how the details of Maintenance actions will be reported via the Commonwealth Maintenance Management System.

6.2.7.3 If the Contractor is not provided with on-line access to a Commonwealth Maintenance Management System, the MMP shall describe how the details of Maintenance actions will be reported and/or transferred to the Commonwealth.

6.2.8 Maintenance Technical Data and Documentation

Note: ADF regulatory / assurance framework publications, as specified in the SOW, may include specific requirements for Maintenance data and documentation, which should be addressed in response to the following requirements.

6.2.8.1 The MMP shall include, as an annex or by reference, a list of all required technical maintenance plans, Maintenance manuals, repair specifications, safety standards, regulations and other reference documentation required to enable Maintenance Services to be performed.

6.2.8.2 The MMP shall describe the Contractor's management processes to review and ensure currency and configuration control of Maintenance documents pursuant to clause 6.2.8.1.

6.2.8.3 The MMP shall describe the purpose of and the requirements for updating, processing and transcribing, in part or whole, to the Maintenance Management System (if applicable), the following Maintenance documents:

a. Maintenance requests;

b. equipment Maintenance logs / logbooks;

c. inspection registers;

d. completion certificates, post-Maintenance certification (or equivalent) and test results; and

e. any other non-computer-based logs, registers or lists used in the recording of Maintenance activities,

as applicable to the Products being maintained under the Contract.

6.2.9 Defects and Maintenance Investigations

6.2.9.1 The MMP shall describe the process for recording, investigating and reporting the occurrence of Defects identified during Maintenance Services.

6.2.10 Deviations and Non-Standard Repairs

Note: ADF regulatory / assurance framework publications, as specified in the SOW, may include specific requirements for the management of Deviations / variances and non-standard repairs, which should be addressed in response to the following requirements.

6.2.10.1 The MMP shall describe the processes for managing Deviations from standard repair procedures and for Non-Standard Repairs, including:

a. requests for engineering advice when investigating required Deviations and Non-Standard Repairs;

b. the processes for submitting an Application for a Deviation and managing the associated Approval or non-Approval of Deviations and Non-Standard Repairs;

c. maintaining records of Maintenance actions where each Deviation or Non-Standard Repairs has been applied; and

d. the periodic review of Deviations and Non-Standard Repairs, undertaken to plan and manage the restoration of Products to a standard state of repair or configuration.

6.2.11 Supply Interface

6.2.11.1 If the Contractor is required to provide Supply Services, and/or to interface with Commonwealth Supply Support organisations, the MMP shall describe the interface between the Supply Support and Maintenance Support systems.

6.2.11.2 If the Contractor is required to provide Supply Services for aeronautical product, the MMP shall describe the specific management procedures to ensure the supply traceability, product conformance, and serviceability of aeronautical product.

6.2.12 Configuration Management

6.2.12.1 The MMP shall describe how the requirements of clause 5.3 of the SOW shall be addressed with respect to Maintenance, and identify the relevant plans, procedures and systems in place to maintain Configuration Control of the Products being maintained.

6.2.13 Cannibalisation

Note: ADF regulatory / assurance framework publications, as specified in the SOW, may include specific requirements for the approval and management of Cannibalisation, which should be addressed in response to the following requirements.

6.2.13.1 If the Cannibalisation of serviceable RIs is permitted under the Contract, the MMP shall describe the Cannibalisation approval process and applicable procedures.

6.2.14 Additional ADF Regulatory / Assurance Framework Requirements

6.2.14.1 Notwithstanding the requirements above, the MMP shall address additional requirements (eg, tool control processes) defined by the ADF regulatory / assurance framework publication(s), as applicable to the scope of Maintenance required under the Contract.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-SPTS-S&Q-V3.2

2. TITLE: QUOTE FOR SURVEY AND QUOTE SERVICES

3. DESCRIPTION AND INTENDED USE

3.1 The 'Quote for Survey and Quote Services' at Annex A is required to define the request, work proposal, required resources and the price and payments proposed for undertaking work that is not included within the existing work scope of the Contract, but may be conducted in accordance with the Survey and Quote (S&Q) provisions of the Contract.

3.2 The Commonwealth uses Part 1 of the 'Quote for Survey and Quote Services' to scope a request for S&Q Services. The Commonwealth Representative may ask the Contractor to define elements of this request. For an Approved S&Q Quote, the Commonwealth Representative uses Part 3 of Annex A to finalise the S&Q Order.

3.3 The Contractor uses Part 2 of the 'Quote for Survey and Quote Services' to define the scope of work activities, Support Resources and the price and payments that are proposed for meeting the requirements of the Commonwealth's request.

4. INTER-RELATIONSHIPS

4.1 Each S&Q Order inter-relates with the following data items, where these data items are required under the Contract:

a. Support Services Management Plan (SSMP); and

b. any other plans governing the provision of Services that detail the management of S&Q Services.

5. APPLICABLE DOCUMENTS

5.1 The following documents form 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 clause 2.3 of the Statement of Work.

6.2 Specific Content

6.2.1 Specific Requirements

6.2.1.1 All quotes for S&Q Services shall be documented in accordance with the requirements of:

a. Annex A to this DID;

b. the clauses of the COC for 'Survey & Quote Services' and 'Technical Data, Software and Contract Material';

c. clause 4 of Attachment B, S&Q Services; and

d. the SOW clause 'Quoting for Survey and Quote Services'.

ANNEX A: QUOTE FOR SURVEY AND QUOTE SERVICES

Australian Government
Defence
A.B.N. 68 706 814 312

REQUEST FOR QUOTATION FOR S&Q SERVICES

Quotation No:	
File Reference	
Contract No:	

Quotation due:

Time:	
Date:	DDMMMYY

Contact details:

Contractor Contact Officer:	Commonwealth Contact Officer:
[...CONTACT OFFICER NAME...] **[...ADDRESS DETAILS...]**	**[...CONTACT OFFICER NAME...]** **[...ADDRESS DETAILS...]**
Phone: **[...PHONE NUMBER...]**	Phone: **[...PHONE NUMBER...]** or **[...ALT PH. NUMBER...]**
E-mail: **[...E-MAIL ADDRESS...]**	E-mail: **[...E-MAIL ADDRESS...]**

Contractor Representative, company name and address		Commonwealth Representative or Authorised Officer:
[...CONTRACTOR'S NAME...] **[...ADDRESS DETAILS...]**		**[...NAME, POSITION...]** **[...ADDRESS DETAILS...]**
ACN:	ABN:	

Return quotations to the Commonwealth Representative, or to an alternative location, if identified below:

By post to:
[...INSERT ALTERNATIVE DELIVERY ADDRESS...]

Security Classification:

[...INSERT SECURITY CLASSIFICATION...]

PART 1 (S&Q Request): To be completed by the Commonwealth Representative, unless otherwise specified as to be completed by the Contractor.

SECTION 1 – S&Q SERVICE REQUEST						
Title:	**[...INSERT TITLE (AND TASK NUMBER IF APPLICABLE)...]**					Revision No.:
Description of the Service to be provided:	Service description: **[...INSERT DESCRIPTION OF SERVICES OR REFER TO ATTACHED PAGES...]** Performance measurement and/or Acceptance criteria: **[...INSERT DETAILS OF HOW THE SERVICES ARE PROPOSED TO BE MEASURED AND/OR THE CRITERIA FOR THE ACCEPTANCE OF DELIVERABLES (EG, REFER SECTION 2, OR AS DEFINED IN TEST PLAN, ETC)...]** Additional references, specifications or standards specific to the required Services (if applicable): **[...INSERT SPECIFICATIONS, STANDARDS OR OTHER REFERENCES (NOT SERVICE MANAGEMENT PLANS)...]**					
Nature / category of Service (eg, engineering investigation, Major Change, damage repair, item provisioning):		**Product(s) / platform / site to which the Service relates:**	**Earliest start date:**	**Service completion date:**	**GFM (yes / no, refer section 5):**	**Contract SOW clause reference**
			DDMMMYY	DDMMMYY		

SECTION 2 – REQUIRED DELIVERABLES							
Line No.	**Part No. / NATO Stock No. (if applicable)**	**Description**	**Type of Item (eg, Stock Item, Technical Data, Reports, Software)**	**Qty**	**Deliverable Acceptance / Approval criteria**	**Delivery Date**	**Delivery Location**
	XXXX-XX-XXX-XXXX			qty		DDMMMYY	

SECTION 3 – PRICE BASIS			
Firm Price Basis: ☐	payable upon: Milestones ☐ and/or Acceptance of Services / Deliverables ☐	For an S&Q Service with a combined firm and Not-To-Exceed price basis, the following categories / elements of the S&Q Service shall be firm priced: [... INSERT DETAILS OF FIRM PRICED ELEMENTS ...]
Not-To-Exceed Price Basis: ☐	(cost plus / reimbursement / price of the labour, materials, Subcontract, and Other Direct Costs, as per Contract Attachment B, up to an Approved amount)	
Combination of above: ☐		

SECTION 4 – COMMONWEALTH REPRESENTATIVE'S AUTHORISATION		
Signed for and on behalf of the Commonwealth of Australia:		
----------	----------	----------
(signature)	(print name and position)	(date)

PART 2 (S&Q Quote): To be completed by the Contractor, unless otherwise specified as to be completed by the Commonwealth.

SECTION 5 – APPROACH AND RESOURCES	
Work plan	[... Contractor to address the requirements for an S&Q work plan (including any work plan requirements specified in the SOW). Attach a separate work plan if necessary ...]
Adverse Impact	[...Contractor to address adverse impacts with respect to other Services or performance (including any specified requirements in the SOW for addressing adverse impacts)...]

GFM

Item description (eg, additional GFE, GFD or GFI)	Qty	Delivery Date and Location	Return Date and Location	Remarks/ Intended Purpose	TO BE COMPLETED BY THE COMMONWEALTH	
					Time Period for Inspection	Technical Data or Software restriction*
	qty	DDMMMYY /	DDMMMYY /		DDMMMYY to DDMMMYY	

GFS

GFS (in addition to any existing GFS)	Dates for provision of GFS	TO BE COMPLETED BY THE COMMONWEALTH
		Comments / Conditions of Access
[...INSERT GFS DETAILS...]	DDMMMYY to DDMMMYY	

Subcontractors

Name	ABN/ACN	Work, Services to be provided and/or Items to be supplied	Details for Approved Subcontractors only			PT PCP Subcontract or Reporting Entity Subcontract (identify which)	Comments
			Location of work (include post code)	Australian Industry Activity references (if applicable)	Technical Data or Software restriction†		
[...INSERT NAME...]	XX XXXXXXXXX	**[...INSERT SERVICE / ITEMS...]**					

* Insert 'no' or if restrictions apply to the use of Technical Data and Software provided as GFM, then cross-refer to an attachment for 'special conditions'. See also section 8.

† Insert 'no' or if Technical Data or Software is to be sourced from an Approved Subcontractor and restrictions would apply to Commonwealth rights, then cross-refer to an attachment for 'special conditions'. See also section 8.

SECTION 6 – QUOTATION PRICE

Labour	**Task**	**Contract Attachment B details (GST exclusive)**				**Hours required (Normal Time)**	**Hours required (Other Time)**	**Item subtotal (ex-GST)**	
		Line Item No.	**Category of Labour or Skill Level**	**Hourly Rate (Normal Time)**	**Hourly Rate (Other Time)**				
	Total Labour (ex-GST)								$

Materials	**Line No.**	**Part No. / NATO Stock No. (if applicable)**	**Description**	**Type of Item (eg, Stock Item, Software, Technical Data)**	**Unit Price (ex-GST)**	**Qty**	**Mark-up (%) ‡**	**Item subtotal (ex-GST)**	
		XXXX-XX-XXX-XXXX				qty			
	Total Materials costs (ex-GST)								$

Subcontracts	**Subcontractor name**	**Mark-up (%) ‡**	**Subcontract value (ex-GST)**	
	[...INSERT NAME...]			
	Total Subcontract costs (ex-GST)			$

Other Direct Costs§	**Description**	**Mark-up (%) ‡**	**Amount (ex-GST)**	
	[...INSERT DESCRIPTION OF OTHER COSTS TO BE INCLUDED / REIMBURSED FOR THE S&Q SERVICE...]			
	Total of Other Direct Costs (ex-GST)			$

TOTAL NTE PRICE / QUOTATION (exclusive of GST)	$
GST	$
TOTAL NTE PRICE / QUOTATION (inclusive of GST)	$

‡ Contractor's mark-up(s) shall accord with Contract Attachment B, for the relevant order value.

§ Refer to direct expenses in the Defence Cost Principles. Other Direct Costs include travel, freight, and equipment and venue hire. Indirect costs (eg, corporate overheads) are to be included in mark-up.

SECTION 7 – PAYMENT ARRANGEMENTS	
Milestone payments	**[...CONTRACTOR TO PROPOSE...]**
Payments upon Acceptance of Services / Deliverables	**[...CONTRACTOR TO PROPOSE...]**
Other (only applicable to Not-To-Exceed price elements)	**[...CONTRACTOR TO PROPOSE...]**

SECTION 8 – ADDITIONAL TECHNICAL DATA AND SOFTWARE RIGHTS AND RESTRICTIONS

To be completed by the Commonwealth:

Do the S&Q Services require GFM that is subject to restrictions of Technical Data and Software rights not detailed in the current Contract?

☐ no / ☐ yes, refer to attachment **[...INSERT REFERENCE...]**.

If 'yes', the Commonwealth is to include a 'special conditions' attachment with equivalent information to the GFM Attachment or 'Licensing and Approval Schedule' Attachment, as applicable.

To be completed by the Contractor:

Do the S&Q Services require additional Technical Data and Software and associated rights that are not detailed in the current Contract? ☐ no / ☐ yes, refer to attachment [...INSERT REFERENCE...]. Will the deliverables have restrictions on the Commonwealth's rights to Use and Sublicense, as detailed in clause 5 of the COC? ☐ no / ☐ yes, refer to attachment [...INSERT REFERENCE...].

If 'yes' to either question, the Contractor is to include a 'special conditions' attachment with equivalent information to the Technical Data and Software Rights Schedule in the Contract.

SECTION 9 CONFIDENTIAL INFORMATION

Does this quotation include an attachment for Confidential Information (ie, in addition to information referred to in the Confidential Information and Reporting Attachment to the Contract)? ☐ no / ☐ yes

If 'yes', the Contractor Representative, or authorised delegate, should include a 'special conditions' attachment to list the information considered as new Confidential Information, meeting the requirements of the definition of Confidential Information in the Glossary. The attachment to the S&Q Quote should be prepared in the form of the Confidential Information and Reporting attachment to the Contract.

SECTION 10 – CONTRACTOR'S AUTHORISATION

Signed for and on behalf of the Contractor:

----------	----------	----------
(signature)	(print name and position)	(date)

PART 3 (S&Q Order): To be completed by the Commonwealth Representative after Approval of the S&Q Quote in accordance with the COC.

Australian Government

Defence

ABN 68 706 814 312

SURVEY AND QUOTE ORDER

S&Q Order No:	
S&Q Order Date:	DDMMMYY
Pages:	
Amendment No:	

Contractor's details (Company name and address):		Contract No:	
		Approved Quotation No.	
		S&Q Services Title:	
		S&Q Services Summary Description:	
ACN	ABN	Approved Quotation Date:	DDMMMYY

NTE PRICE / QUOTATION (AS SET OUT IN THE APPROVED QUOTATION)

Description	Price / Quotation (excluding GST)
Total Labour	
Total Materials	
Total Subcontract Costs	
Total Other Direct Costs	
TOTAL NTE PRICE / QUOTATION (excluding GST):	**$**
GST:	**$**
TOTAL NTE PRICE / QUOTATION (GST inclusive):	**$**

PRICE AND PAYMENT BASIS

[...Insert details of the basis on which the Contractor will paid for the S&Q Service – ie reimbursement of Other Direct Costs up to the Approved S&Q Quote, Milestones or payment upon Acceptance....]

[…If the Commonwealth Representative considers it appropriate for the given schedule, include the following or similar: "For S&Q Services scheduled to be performed after an Adjustment Date, payments (including amounts for Subcontracts) may be adjusted in accordance with clause 7.4 of the COC." …]

This S&Q Order is issued on the terms set out in the conditions of contract, the Approved Quotation referred to above, and any Special Conditions attached by the Commonwealth.

This S&Q Order comprises the following documents:

a. this S&Q Order;
b. Attachment 1 – Approved Quotation;
c. Attachment 2 – **[...INSERT DETAILS...]**; and
d. Attachment 3 – **[...INSERT DETAILS...]**.

Inquiries regarding this order should be directed to the Contact Officer:

Printed name:	Phone no.	email:	Special Conditions Attached: ☐ Yes ☒ No
Address			

Signed on behalf of the Commonwealth of Australia

DDMMMYY

(signature)	(print name and position)	(date)

Note: When applicable, include attachments for sections 8 and 9.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-SPTS-SSMP-V3.2

2. TITLE: SUPPORT SERVICES MANAGEMENT PLAN

3. DESCRIPTION AND INTENDED USE

3.1 The Support Services Management Plan (SSMP) is the top-level plan that describes the Contractor's plans and processes for meeting the requirements of the Contract, showing how processes fit together to form an integrated solution for the provision of Services.

3.2 The Contractor uses the SSMP, including supporting information (as required), to:

a. provide direction and guidance to the Contractor's team (including Subcontractors) responsible for conduct of the work;

b. define, manage and monitor its program for the provision of Services; and

c. ensure that those parties (including Subcontractors) who are providing Services understand their respective responsibilities and the processes to be used.

3.3 The Commonwealth uses the SSMP to:

a. gain visibility into the Contractor's planning and approach to managing the scope of work associated with the Contract;

b. gain assurance that the Contractor's plan will enable the requirements of the Contract to be met;

c. confirm the Commonwealth interfaces with the Contractor's organisation; and

d. provide input into the Commonwealth's planning.

4. INTER-RELATIONSHIPS

4.1 The SSMP is the primary plan for the Contract. All other plans related to the Contract fit beneath the umbrella of the SSMP.

5. APPLICABLE DOCUMENTS

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

DSM	Defence Stocktake Manual
DSPF	Defence Security Principles Framework

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

Note: On the basis of the following clauses, the SSMP is not intended to be a lengthy document. Rather, it should include only the essential information to manage this Contract and then refer to other Contractor plans and/or quality procedures (as described below).

6.1.1 The data item shall be provided in the Contractor's format.

6.1.2 The SSMP shall be a stand-alone document that provides sufficient information to allow the reader to understand how various aspects of the support Services will be managed without referring to other documents. The SSMP should not reference a document, procedure or plan, without providing a reason for the referenced material.

6.1.3 The SSMP shall be the master planning document, integrating, summarising and referencing other plans and schedules required for the provision of the Services.

6.1.4 The SSMP may be divided into 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 plan that contains aspects of the required information (eg, a Maintenance Management Plan), the SSMP shall summarise these aspects and refer to the other plan.

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 – Support Services Management

6.2.1 Scope

6.2.1.1 The SSMP shall summarise the scope of work under the Contract, including the activities to be undertaken by the Contractor and Subcontractors (if any). The summary of scope shall cover both firm-priced Services and potential ad hoc Services, including Survey and Quote (S&Q) Services and Task-Priced Services (as applicable).

6.2.2 Organisation

6.2.2.1 The SSMP shall describe, in respect of the Contract:

a. the Contractor's organisational structure, showing applicable business units;

b. the role of each business unit, including any Subcontractors, involved in the provision of Services or specific functions (eg, Maintenance Services, finance); and

c. the staff positions (ie, points of contact) with Contract and Services responsibilities.

6.2.3 Key Persons Management

6.2.3.1 If Key Persons management is a requirement of the Contract, the SSMP shall:

a. identify the Key Staff Positions in the Contractor’s and Approved Subcontractors’ organisations (eg, positions such as the Support Services Manager, Maintenance Manager and key technical personnel, as applicable to the Services);

b. include a specification for each Key Staff Position, with details of responsibilities, authorities and the skills required to fill that position;

c. identify each Key Person and the Key Staff Position that they hold; and

d. identify the relevant skills and experience of each Key Person.

6.2.4 Recurring and Ad Hoc Services – Specific Management Mechanisms

6.2.4.1 The SSMP shall describe the Contractor’s processes for the management of ad hoc Services, including S&Q Services and Task-Priced Services, and the mechanisms to ensure clean boundaries between Recurring Services and these ad hoc Services. The SSMP shall also describe the visibility into these mechanisms that will be provided to the Commonwealth.

6.2.4.2 If a Commonwealth-authorised Annual Technical Effort (CAATE) is a requirement of the Contract, the SSMP shall also describe the processes for managing the CAATE to ensure clean boundaries between the CAATE and other Recurring Services, and S&Q Services.

6.2.5 Performance Measurement

6.2.5.1 If performance measures are required to be measured and reported under the Contract, the SSMP shall describe how the Contractor will:

a. undertake the identification, collection, recording, analysis and validation of data in relation to the performance measures;

b. use performance data to determine if Contract performance requirements are being achieved and to identify where, if applicable, performance is to be improved; and

c. report performance measurement results, and any related calculations, to the Commonwealth.

6.2.6 Risk Management

6.2.6.1 The SSMP shall describe the risk management processes and tools to be used in managing risk associated with the performance of the Contract, including the procedures

for identifying, capturing, analysing, assessing, prioritising, eliminating the risk so far as is reasonably practicable, treating (where elimination is not reasonably practicable), reporting, monitoring and reviewing risks.

6.2.6.2 The SSMP shall describe the Risk Register used by the Contractor for recording each risk and its attributes, evaluation and treatments.

6.2.7 Customer Interface

6.2.7.1 The SSMP shall describe the interfaces between the Commonwealth and the Contractor that are required to meet the requirements of the Contract.

6.2.7.2 The SSMP shall describe the Contractor's expectations with respect to Commonwealth resources to enable the Contractor to meet its obligations under the Contract, including types and quantities of resources, and where these requirements will be detailed.

6.2.8 Quality Management

6.2.8.1 Subject to clause 6.1.5, the SSMP shall describe the processes to be applied by the Contractor to satisfy the quality-management requirements of the Contract.

6.2.9 Security Management

6.2.9.1 Subject to clause 6.1.5, the SSMP shall describe the processes to be applied by the Contractor to satisfy the requirements of the DSPF in relation to the requirements of the Contract and the Products Being Supported.

6.2.10 Communications Strategy (Reports and Reviews)

6.2.10.1 The SSMP shall identify the reports to be provided to the Commonwealth to meet the Contract requirements, including the timeframes for delivering reports.

6.2.10.2 The SSMP shall describe how the Contractor proposes to conduct reviews, as required in the Contract. The SSMP shall identify the frequency of reviews and identify the reports that provide information to be discussed at the reviews.

6.2.11 Government Furnished Material

6.2.11.1 If Government Furnished Material (GFM) is provided for the Contract, the SSMP shall describe the Contractor's arrangements for the receipt, custody, storage, care, maintenance and use, as applicable, of the GFM.

6.2.11.2 If applicable, the SSMP shall describe any GFM provided to the Contractor under a separate Commonwealth contract and utilised for this Contract.

6.2.12 Problematic Substances and Problematic Sources

6.2.12.1 The SSMP shall include in an annex (if not included in another data items), details of the Problematic Substances and Problematic Sources that have been Approved for use in the provision of the Services (in addition to those specified for use by the Commonwealth). The annex shall include:

a. identification details, which for a Problematic Substance are sufficient to identify the relevant Safety Data Sheet in the Australian *ChemAlert* database;

b. locations where the Problematic Substances and Problematic Sources are held;

c. for any Problematic Substances to be delivered to or held on Commonwealth Premises, the maximum quantities or volume (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;

f. if applicable, reference to the Work Health and Safety (WHS) Management System (WHSMS), or otherwise, where risk assessments and mitigation procedures (eg, safe-work method statements) are detailed; and

g. Approval details, including the Commonwealth Representative or their delegate's details, the date of Approval, related documents (eg, Approved Applications for Deviation and notices) and any conditional requirements placed on the Approval.

6.2.13 Health, Safety and Environmental Management

6.2.13.1 The SSMP shall list the relevant Commonwealth, state and territory WHS Legislation and environmental legislation that is applicable to the work and the site(s) where the work is being, or will be, performed.

6.2.13.2 The SSMP shall describe how WHS matters applicable to Contract work and Contract workplace(s) are managed, including:

a. within the Contractor's organisation, the names, positions and WHS responsibilities of all persons whose positions or roles involve specific WHS responsibilities;

b. the arrangements in place or proposed to be put in place between the Contractor, Subcontractors, the Commonwealth and Associated Parties (eg, other Commonwealth agencies and other Commonwealth contractors, as applicable), for consultation, co-operation and the co-ordination of activities in relation to compliance with their duties under applicable WHS Legislation at the workplace(s) at which the work under the Contract is being, or will be, carried out;

c. the arrangements for recording and reporting WHS incidents (including Notifiable Incidents);

d. any site-specific WHS rules, and the arrangements for ensuring that all persons at the workplace are informed of these rules;

e. processes for managing WHS risks, including processes for hazard identification, risk assessment, risk elimination, risk minimisation control measures and reporting; and

f. how WHS-related compliance and performance will be monitored, recorded and reported.

6.2.13.3 The SSMP shall describe the WHSMS to be used by the Contractor to satisfy the requirements of clause 11.3 of the SOW.

6.2.13.4 If environmental management is a requirement of the Contract, the SSMP shall describe the applicable environmental issue(s) and how these will be addressed by the Contractor.

6.2.14 Technical Data Management

6.2.14.1 The SSMP shall describe the processes to be applied by the Contractor to satisfy the Technical Data requirements of the Contract, including:

a. the processes for developing and updating Technical Data (if applicable); and

b. the management of the technical information library (if applicable).

6.2.14.2 The SSMP shall describe any special data delivery systems developed for the Services (eg, to enable the Contractor to transfer Maintenance data to Commonwealth systems).

6.2.15 Commonwealth Assets Stocktaking Plan

6.2.15.1 The SSMP shall contain a Commonwealth Assets Stocktaking Plan (CASP), which shall describe the stocktaking and other assurance checks to be performed by the Contractor for inventory and stock control of Contractor Managed Commonwealth Assets (CMCA), including:

a. the processes and tools for:

(i) the accounting for, and the control, handling, preservation, protection and maintenance of, CMCA;

(ii) undertaking stocktakes, other assurance checks, and reporting for 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 Defence Stocktake Manual; and

c. the Contractor's process for the investigation of stock discrepancies.

6.2.15.2 The CASP shall identify the Assets Register(s) used by the Contractor for recording the CMCA. The Assets Register(s) shall be separate from the CASP due to the dynamic nature of their content.

6.2.15.3 Without limiting the content of the CASP, the Assets Register(s) shall identify:

a. all CMCA applicable to each Asset Register;

b. the locations or accounts to be counted, or otherwise measured, during stocktakes and other assurance checks; and

c. the proposed start and finish dates of stocktakes and other assurance checks.

6.2.16 Training in Defence Information Systems

Note: Approval of the SSMP by the Commonwealth Representative is used as the basis for defining the scope of training to be provided under SOW Annex B.

6.2.16.1 If training in Defence information systems is required in accordance with Annex B to the SOW, the SSMP shall identify:

a. the Contractor staff positions (including Approved Subcontractor staff positions, when applicable) requiring access to Defence information systems;

b. the information system access requirements or user roles for the staff positions; and

c. any training courses required for access or for the performance of user roles, as applicable.

6.2.17 Australian Industry Capability Management

6.2.17.1 If the Contract requires an Australian Industry Capability (AIC) Schedule at Attachment K, the SSMP shall describe how the AIC program will be conducted and managed, including:

a. to ensure that the work identified in the AIC Schedule is performed by Australian Industry;

b. how the achievement of the AIC Schedule will be measured and reported (through CSRs), including the achievement of Australian Contract Expenditure (ACE); and

c. if Australian Industry Activities (AIAs) are included in Attachment K, by summarising the processes required to implement and maintain those AIC activities that contribute to an AIA, including where those activities are undertaken by Subcontractors.

6.3 Specific Content – Service Delivery

6.3.1 Operating Support Management

6.3.1.1 If Operating Support Services are a requirement of the Contract, the SSMP shall describe, as applicable, the:

a. scope of Operating Support Services;

b. organisations and processes used for the provision of Operating Support Services; and

c. management of Operating Support Services, including the identification of any Operating Support-related information-management systems to be employed.

6.3.2 Engineering Management

6.3.2.1 If Engineering Services are a requirement of the Contract, the SSMP shall describe, as applicable, the:

a. scope of Engineering Services;

b. organisation and processes used for the provision of Engineering Services;

c. achievement and maintenance of any ADF regulatory / assurance framework requirements identified in the Contract, including a description of the Engineering Management System to be employed;

d. management of Engineering Services, including:

(i) the identification of any engineering-related information-management systems to be employed; and

(ii) the systems and processes for managing the CAATE, including the process to manage the authorised CAATE-task hours for each applicable task;

e. standards to be applied for undertaking Engineering Services (eg, in relation to configuration management, systems engineering and software support);

f. interfaces between the Contractor's Engineering Support systems and processes and the Commonwealth's Engineering Support systems and processes;

g. systems and processes to be used to achieve the Configuration Management (CM) requirements, including in relation to:

(i) Configuration Identification;

(ii) Configuration Control;

(iii) Configuration Status Accounting;

(iv) Configuration Audits; and

(v) Baseline management;

h. engineering change management systems and processes to be used, including:

(i) how engineering change decisions are made and managed, including the relationships between decision-making and the significance of an engineering change (eg, Major Change and Minor Change);

(ii) the application of the Contractor's risk-management processes to engineering changes, including in relation to judgements of significance; and

(iii) the engineering systems and processes to be employed;

i. conduct of engineering investigations; and

j. systems and processes used to support the Commonwealth to monitor and maintain system safety in relation to the Products, components and documented support processes (eg, Maintenance procedures); and

k. system and processes used to support the Commonwealth to monitor and maintain system security in relation to applicable Products and related processes, procedures, and Technical Data.

6.3.3 Maintenance Management

6.3.3.1 If Maintenance Services are a requirement of the Contract, then subject to clause 6.1.5, the SSMP shall describe, as applicable, the:

a. scope of Maintenance Services;

b. organisations and processes used for the provision of Maintenance Services for the Products being supported;

c. achievement and maintenance of any ADF regulatory / assurance framework requirements identified in the Contract, including a description of the Maintenance Management System to be employed;

d. management of Maintenance Services, including the identification of any Maintenance-related information-management systems to be employed; and

e. interfaces between the Contractor's Maintenance Support systems and processes and the Commonwealth's Maintenance Support systems and processes.

6.3.4 Supply Management

6.3.4.1 If Supply Services are a requirement of the Contract, the SSMP shall describe, as applicable, the:

a. scope of Supply Services;

b. organisations and processes used for the provision of Supply Services;

c. management of Supply Services, including the identification of any Supply-related information-management systems to be employed; and

d. interfaces between the Contractor's Supply Support systems and processes and the Commonwealth's Supply Support systems and processes.

6.3.5 Training Management

6.3.5.1 If Training Services are a requirement of the Contract, the SSMP shall describe, as applicable:

a. the scope of Training Services, including training and assessment programs;

b. the organisations and processes used for the provision of Training Services;

c. how the Training schedule will be managed, including where courses are scheduled or the lead times for on-demand Training courses;

d. the approach taken to ensure the on-going availability of qualified Training staff; and

e. the Training Equipment required and operational standard.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-SPTS-TDL-V3.2

2. TITLE: TECHNICAL DATA LIST

3. DESCRIPTION AND INTENDED USE

3.1 The Technical Data List (TDL) identifies and describes all of the Technical Data related to the Contract, including the Technical Data required for the purposes identified in this clause 3 and clause 6.2.1.1. The TDL is to be updated in order to maintain an accurate list of Technical Data throughout the Term of the Contract.

3.2 The Contractor uses the TDL to:

a. document the relevant Technical Data for the Contract, including Technical Data used for the provision of the Services or generated as an outcome of the Services;

b. advise the Commonwealth of the set of Technical Data associated with the Contract;

c. document and advise the Commonwealth of the Technical Data to be delivered to the Commonwealth and Associated Parties in relation to the Contract; and

d. document, by reference to the Technical Data and Software Rights (TDSR) Schedule, any restrictions to the rights granted to the Commonwealth in accordance with clause 5 of the COC.

3.3 The Commonwealth uses the TDL to:

a. understand, evaluate and monitor the scope of Technical Data under the Contract;

b. understand the scope of Technical Data to be delivered to the Commonwealth and Associated Parties;

c. identify and implement appropriate actions required with respect to the Technical Data and any restrictions to the rights to the Technical Data; and

d. enable the Commonwealth to meet its obligations and to benefit from certain rights under the Contract (particularly those rights arising under clause 5 of the COC).

4. INTER-RELATIONSHIPS

4.1 The TDL is subordinate to the Support Services Management Plan (SSMP).

4.2 The TDL inter-relates with all other data items that identify or contain Technical Data.

4.3 The TDL inter-relates with the TDSR Schedule, the Products Being Supported Restrictions Schedule, and the Government Furnished Material (GFM) Attachments.

5. APPLICABLE DOCUMENTS

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

S1000D™	*International Specification for Technical Publications using a Common Source Database*, Issue 5.0
DEF(AUST)IPS-5630	*Developing Defence Technical Publications: Interactive Electronic Technical Publications and Page Oriented Publications*

6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

6.1.1 The data item 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 TDL content to be accessed, queried, read, printed, and used to generate soft copy tabulated text reports.

6.1.2 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 TDL shall be accompanied by any Software and Technical Data required to enable those functions identified in clause 6.1.1.

6.2 Specific Content

6.2.1 General Requirements

6.2.1.1 The TDL shall list all of the Technical Data:

a. used by the Contractor and Subcontractors in the provision of the Services;

b. generated by the Contractor and Subcontractors as an outcome of providing the Services;

c. delivered or required to be delivered to the recipients (including the Commonwealth, Associated Parties and Subcontractors) under the Contract;

d. required by the Commonwealth or Associated Parties to co-ordinate their activities with the Services;

e. required to enable the Commonwealth to meet its obligations under the Contract, including in relation to the Services and the Products Being Supported (eg, for Defence regulatory and assurance compliance, security, safety and Government reporting obligations); and

f. as otherwise required in accordance with clause 5.8 of the COC.

6.2.1.2 Without limiting clause 6.2.1.1, the TDL shall list individual items of Technical Data, and if a particular item of Technical Data does not exist but will be created in relation to the Services, the TDL shall identify the Technical Data generically (eg, Maintenance records, investigation reports and data items such as the Application for a Deviation).

6.2.2 Detailed Requirements

6.2.2.1 The TDL shall include the following information, as applicable to each item of Technical Data:

a. the unique item reference number, document number, drawing number or an S1000D Data Management List (DML) control number, as applicable;

b. the name or title of the item of Technical Data;

c. the version (eg, existing and not to be modified, draft, update or final) as applicable;

d. the revision number / DML issue 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 Technical Data relates;

g. the name of the system / sub-system / CI / end-product to which the Technical Data relates;

h. the source (eg, name of Subcontractor that created or provided it, or GFI or GFD);

i. if the Commonwealth's rights to the Technical Data, as defined in clause 5 of the COC (eg, Intellectual Property rights) are restricted, a cross-reference to the 'Unique Line Item Description' of the relevant entry in the TDSR Schedule;

j. if Commonwealth rights to the Technical Data are restricted for reasons other than those defined through clause 5 of the COC (eg, restricted due to Export Approvals), details of or a cross-reference to the applicable licence or agreement (eg, Technical Assistance Agreement);

k. if the Contractor's rights to use and sublicense an item of Technical Data are restricted (eg, when the item of Technical Data is GFD, GFI or related to a Product in the Products Being Supported Restrictions Schedule), details of or a cross-reference to the applicable Attachment, licence or agreement;

l. any applicable Australian or foreign security classification;

m. a Technical Data category (eg, a manual, drawing, Software source code, technical report, Training Materials, etc) appropriate to enable listing and sorting of TDL data;

n. when development or update is applicable, the standards to which the item of Technical Data will be, or has been, prepared (eg, a data item description, or S1000D™ and DEF(AUST)IPS-5630);

o. when applicable, delivery details, including:

(i) if the item of Technical Data is to be delivered to the Commonwealth;

(ii) details of the recipient, including the location, organisation and position of the recipient;

(iii) the quantity to be delivered and the method (eg, use of data repository); and

(iv) the proposed or actual delivery date;

p. the native format of the item of Technical Data and:

(i) if digital, the name and file type and, for Technical Data other than Commercial TD, the authoring application, the document / schema / data type definition and translator files (if applicable); or

(ii) if not digital, the type of hard copy format (eg, paper, microfilm, aperture card);

q. if applicable, the Data Item Description (DID) number or S&Q Order number; and

r. the current or intended end-user(s) (eg, Commonwealth system operator, Contractor, an applicable Subcontractor and/or an Associated Party), including whether or not that end-user is a Subcontractor in Australia or New Zealand.

6.2.2.2 The TDL shall enable the items of Technical Data to be listed (filtered) and sorted, including by:

a. the Services area (ie, Operating Support Services, Engineering Services, Maintenance Services, Supply Services, or Training Services, as applicable);

b. the applicable Product identifier, system identification, CI or other index number;

c. the source of the Technical Data;

d. the current or intended end-user(s);

e. the recipient of the Technical Data that is delivered or required to be delivered under the Contract (excluding the 'delivery' of GFI and GFD to the Contractor); and

f. attributes that identify an item of Technical Data as being included in one or more of the categories identified for clause 6.2.2.1m.

6.2.3 Technical Data to be Delivered to the Commonwealth

6.2.3.1 Without limiting any other requirement under this DID or the SOW, the TDL shall, as a minimum, identify the following Technical Data as required to be delivered to the Commonwealth:

a. all Technical Data explicitly identified in the SOW for delivery to the Commonwealth, such as all data items that are or contain Technical Data (eg, Configuration Change data, investigation reports, Training Materials updates, as applicable);

b. the Technical Data required to be identified under clauses 6.2.1.1c to 6.2.1.1f; and

c. to the extent not covered by subclauses 6.2.3.1a and 6.2.3.1b, all Technical Data required to enable the Commonwealth, or a person on behalf of the Commonwealth, to:

(i) install, configure, operate, maintain, remove, uninstall or disposing of the Deliverables or Products;

(ii) integrate the Deliverables with the Products or other systems;

(iii) undertake training in relation to the Deliverables or the Products; and

(iv) modify the Deliverables or the Products as may be required to ensure the continued operation of the Products (eg, to address damage repairs and to enable parts substitution).

6.2.3.2 Except where otherwise defined in this DID, the SOW, or agreed by the Commonwealth Representative in writing, the TDL 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 TDL or an update to the TDL.

DATA ITEM DESCRIPTION

1. DID NUMBER: DID-CM-DATA-CSAR-V5.4

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 (SSTDL));

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:

a. the configuration identifier / product identifier / Unique Item Identifier (UII);

b. the nature of the CI (ie, system, hardware, software);

c. the manufacturer's Enterprise Identifier (EID) (eg, NATO Commercial and Government Entity (NCAGE/CAGE) code);

d. the manufacturer's reference number / part number for the item;

e. 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

f. 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:

a. for each CI:

(i) 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

(ii) the respective Configuration Control Authorities (CCA) and their EID; and

b. 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 rotable 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 rotables 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-MGT-ECP-V5.4

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-PM-HSE-SDS-V5.4

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 *Work Health and Safety Regulations 2011* (Cth)	*Globally Harmonised System of Classification and Labelling of Chemicals*, 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-MGT-AFD-V5.4

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:

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 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 include one or more 'requests for variance'.

SG002.pdf

Annex:

A. Application for a Deviation

SG 002
Revised Nov 2020

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.		
QAR authority reference no.	Date	**Applicant requests decision by** (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.

	Interchangeability		Function
	Strength		Safety
	Quality control		Life
	Maintainability		Weight
	Reliability		Performance
	Environmental compliance		

Price variation
☐ Yes ☐ No
☐ If 'Yes', Increase ☐ Decrease
If 'Yes', supporting information is to be attached.

Delivery variation
☐ Yes ☐ No
☐ If 'Yes', Longer ☐ Shorter
If 'Yes', supporting information is to be attached.

Are there other critical factors affected which are not listed? ☐ Yes ☐ 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 *(Attach additional sheets where necessary)*				
o. Proposed action to prevent recurrence *(Attach additional sheets where necessary)*				

*p. Agreed by applicant (All details are correct, and design department signatory is authorised)

Signature – Application	Printed name	Appointment	Phone number	Date

- When Part 1 is complete, forward both pages of the form and all attachments to Defence Quality Assurance Representative.

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)

Application is: ☐ Approved ☐ Not Approved *(Attach reasons)*

(CCP and/or ECP action has been initiated)

☐ 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-SAC-V5.4

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

SG 001
Revised May 2020

Department Of Defence

Supplies Acceptance Certificate

a. Contractor's reference number	b. CAPO or purchase order number	c. Project or ordering authority	d. Invoice number	e. Receipt voucher number

f. From *(full name and address of contractor and ACN)*	**Packaging details**				k. To *(Full name and address of consignee)*
	g. Number	h. Type	i. Gross weight	j. Package markings	

CAPO or order item number. 1	Class 2	Identity. part, catalogue or other reference number 3	Description of Supplies *(Include batch number, lot or serial number, deviation number and remarks)* 4	Qty ordered 5	Previously accepted 6	Offered today 7	Accepted today 8	Total to date 9	Balance due 10

l. Contractor's certification

The supplies detailed hereon and quantified in column 7 are hereby offered for Acceptance by the Commonwealth of Australia. It is hereby certified that the supplies conform in all respects of the conditions and requirements of Contract Number ☐ (Amendment Number ☐) *except as stated in the Attachment (delete words in italics if not applicable).* It is also certified that all other conditions and requirements of the Contract have been met in relation to the above - detailed Supplies.

Authorised signatory	Printed name	Position held	Date

m. **Commonwealth's Acceptance**

The Supplies detailed hereon and quantified in Column 8 have been Accepted without prejudice to the Commonwealth's remedies under the Contract in the event that the Supplies do not conform in all respects with the conditions and requirements of the Contract.

Authorised signatory	Printed name	Appointment	Date

n. **Commonwealth's Reference or file number**

o. **Is CAPO or order complete?** ☐ Yes ☐ No

p. **Recommended Distribution**

Original – To be forwarded with payment claim
One Copy – To be forwarded by Contractor with supplies
One Copy – To be retained by Commonwealth's authorised signatory
One Copy – To be forwarded to project or ordering authority
One Copy – To be retained by Contractor

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 b	**CAPO or purchase order number**. Relevant Contract / purchase order number.
Box c	**Project or ordering authority**. The Defence authority that placed the order, also referred to as the procurement authority.
Box d	**Invoice number**. The invoice number as supplied by the supplier, when applicable.
Box e	**Receipt voucher number**. For use by the receiving officer at the point of receipt.
Box f	**From**. The full name, address, and Australian Company Number (ACN) of the supplier, as shown in the Contract.
Boxes g to j	**Packaging details**. Enter relevant information.
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.
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.

Classes of Supply based on the NATO conventions (from Land Warfare Doctrine 4-1, Supply Support):

Class 1	**Subsistence Items**. Foodstuffs, combat rations and packaged water.
Class 2	**General Stores**. Clothing, tents, tarpaulins, minor equipment, stationery, administrative and housekeeping items.
Class 3	**Petrol, Oils and Lubricants**.
Class 4	**Construction Items**. Construction materials, engineer stores and defence stores.
Class 5	**Ammunition**. All types of ammunition and explosive ordnance.
Class 6	**Personal Demand Items**. Personal items and canteen stores.
Class 7	**Principal Items**. Major items of equipment such as vehicles and weapons, major assemblies and included accessories. Items usually have a serial number.
Class 8	**Medical and Dental Stores**. Pharmaceutical items, medical and dental equipment, and repair parts.
Class 9	**Repair Parts**. Repair parts for maintenance support.
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.

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 m	**Commonwealth's Acceptance**. By signing this box the Accepting Authority provides legal Acceptance of the Supplies on behalf of the Commonwealth.
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 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.