

[...INSERT NAME OF CAPABILITY/SYSTEM...] SUPPORT

STATEMENT OF WORK

TABLE OF CONTENTS

	Page
1. Scope (Core)	1
1.1 Purpose (Core)	1
1.2 Background – For Information Only (Optional)	1
2. General Requirements (Core)	2
2.1 Scope of Work (Core)	2
2.2 Rate of Effort (Core)	2
2.3 Data Management System (Core)	3
2.4 Deliverable Data Items (Core)	6
2.5 Draft Data Items included at Attachment K (Optional)	9
2.6 Phase In (Optional)	9
2.7 Ramp Up (Optional)	10
2.8 Phase Out (Optional)	10
3. Support Services Management (Core)	12
3.1 Support Program Governance (Core)	12
3.2 Support Services Planning (Core)	12
3.3 Quoting for Survey and Quote Services (Core)	15
3.4 Support Services Communication Strategy (Core)	16
3.5 Subcontractor Management (Optional)	22
3.6 Co-ordination and Co-operation (Core)	22
3.7 Risk Management (Core)	23
3.8 Issue Management (Core)	24
3.9 Maintenance of Contractual Documents (Core)	24
3.10 Independent Verification and Validation (Optional)	24
3.11 Contractor Managed Commonwealth Assets and Government Furnished Services (Core)	24
3.12 Technical Data and Software Rights Management (Core)	27
3.13 Defence Security Compliance (Core)	27
3.14 Maintenance of Support Agreements (Optional)	28
3.15 Commonwealth Personnel on Contractor or Approved Subcontractor Premises (Optional)	28
3.16 Mandated Defence Information Systems (Optional)	29
3.17 Access to Foreign Military Sales (Optional)	30
3.18 Government Furnished Facilities (Optional)	30
4. Operating Support (Optional)	32
4.1 Operating Support Management Planning (Core)	32
4.2 Operating Support Reporting (Core)	32
4.3 Operating Support Reviews (Core)	32
4.4 Operating Support Services (Core)	33
5. Engineering Support (Optional)	34
5.1 Engineering Support Management Planning (Core)	34
5.2 Engineering Support Reporting (Core)	34
5.3 Engineering Support Reviews (Core)	34

5.4	Engineering Organisation and System Compliance (Optional)	35
5.5	Engineering Services (Core).....	36
6.	Maintenance Support (Optional).....	37
6.1	Maintenance Support Management Planning (Core)	37
6.2	Maintenance Support Reporting (Core).....	37
6.3	Maintenance Support Reviews (Core).....	37
6.4	Maintenance Organisation and System Compliance (Optional).....	38
6.5	Maintenance Services (Core)	40
7.	Supply Support (Optional)	41
7.1	Supply Support Management Planning (Core).....	41
7.2	Supply Support Reporting (Core)	41
7.3	Supply Support Reviews (Core)	41
7.4	Supply Services (Core).....	42
8.	Training Support (Optional)	43
8.1	Training Support Management Planning (Core).....	43
8.2	Training Support Reporting (Core)	43
8.3	Training Support Reviews (Core)	43
8.4	Training Services (Core).....	44
9.	Support Resources (Core)	45
9.1	Personnel (Core).....	45
9.2	Technical Data (Core).....	45
9.3	Support and Test Equipment (Optional)	49
9.4	Training Equipment (Optional).....	49
9.5	Packaging (Core).....	50
9.6	Facilities (Optional)	51
9.7	Computer Support (Optional).....	51
10.	Australian Industry Capability (Core).....	53
10.1	AIC Management (Core).....	53
10.2	General AIC Activities (Core).....	55
10.3	Development and Sustainment of Defence-Required Australian Industry Capabilities (Optional)	56
10.4	Supply Chain Management (Optional).....	59
11.	Quality Management (Core)	62
11.1	Contractor Quality Responsibilities (Core).....	62
11.2	Quality Management Planning (Core)	62
11.3	Quality Systems, Process and Product Non-Conformances (Core).....	63
11.4	Non-Conforming Services (Core)	63
12.	Health, Safety and Environment (Core)	65
12.1	Problematic Substances and Problematic Sources (Core)	65
12.2	Environmental Management (Optional).....	68
12.3	Work Health and Safety (Core).....	70
12.4	Incident Reporting and Remediation (Core)	73
13.	Capability Innovations and Efficiencies (Core).....	75
13.1	Acknowledgement (Core)	75
13.2	Management of the CIE Program (Core).....	75
13.3	Identifying, Analysing and Implementing IEs (Core).....	75
13.4	Cost Modelling (Core).....	77
13.5	TCO IV&V Agent (Optional).....	78

ANNEXES

- A. List of Products Being Supported (Core)
- B. Contract Services Requirements List (Core)
- C. Contract Data Requirements List (Core)
- D. List of Referenced Manuals (Optional)
- E. Known Hazards at Commonwealth Premises (Optional)
- F. Contract Summary Work Breakdown Structure (Core)

1. SCOPE (CORE)

Note to drafters: 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.

1.1 Purpose (Core)

Note to drafters: Ensure that the definition for the Mission System in the Glossary aligns with the description inserted in the clause below.

- 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 in support of the [...INSERT NAME OF MISSION SYSTEM OR PART(S) OF IT THAT WILL BE SUPPORTED UNDER THIS CONTRACT...] and the attendant Support System, and to allocate work responsibilities between the Commonwealth and the Contractor.

1.2 Background – For Information Only (Optional)

Note to drafters: In this clause, include background information that will be useful to the tenderers and Contractor. The background clause should be limited to only that information needed to acquaint the reader with the basic support Services requirement. If applicable, include references to supporting information rather than drafting a large background clause. Refer to the SOW Tailoring Guide for further information. If not required, the heading should be retained and '(Not used)' added to the end of the heading. Delete all clauses below the heading.

- 1.2.1** Not used.

2. GENERAL REQUIREMENTS (CORE)

Note to drafters: These clauses will require tailoring to meet the specific needs of the Contract. Further guidance may be found in the SOW Tailoring Guide.

2.1 Scope of Work (Core)

Note to drafters: Not all support contracts will require all of the activities in the list below. Please tailor as required.

- 2.1.1** In due consideration of the objectives specified in clause 1.3 of the conditions of contract (COC), the Contractor shall perform all activities necessary for the provision of Services associated with supporting the Products Being Supported 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, including:
 - (i) Personnel, including Key Persons;
 - (ii) Technical Data;
 - (iii) Support and Test Equipment;
 - (iv) Training Equipment;
 - (v) Packaging;
 - (vi) Facilities; and
 - (vii) computer support;
 - h. Australian Industry Capability (AIC) program management;
 - i. Quality Management;
 - j. Health, Safety and Environmental Management; and
 - k. implementation of a Capability Innovations and Efficiencies (CIE) Program.
- 2.1.2** The Contractor shall provide all Services, in accordance with this SOW and the Contract Services Requirements List (CSRL) at Annex B to this SOW.
- 2.1.3** Unless otherwise expressly stated in Attachment B or this SOW (including Detailed Service Descriptions (DSDs)), or included as a Service under clause 1.5 of the COC, all Services are Recurring Services and are included in the Recurring Services Fee. Services to be provided as either Survey and Quote (S&Q) Services or Task-Priced Services are indicated as such within each clause.

2.2 Rate of Effort (Core)

Note to drafters: The Rate of Effort clause needs to be consistent with clauses and definitions pertaining to Surge (ie, definitions for Exigency and Contingency) and with the performance-management framework for the draft Contract. Refer to the SOW Tailoring Guide for further information on, and examples of, the types of information to be included in this clause.

- 2.2.1** The Contractor shall [...INSERT CLAUSE(S) EXPRESSING RATE OF EFFORT REQUIREMENT...]
- 2.2.2** The Contractor shall prepare and submit a Contract Change Proposal (CCP) to cover changes in the provision of Services and to the Support System that are necessary to meet the requirements of a change to the Rate of Effort.

Note to drafters: Amend the subclauses below to align with the required Services.

- 2.2.3** The CCP submitted pursuant to clause 2.2.2 shall include supporting documentation to justify the implications for the Contract resulting from the change to the Rate of Effort. This supporting documentation shall address such aspects as the implications for:
- the Maintenance requirements for each of the Mission Systems listed at Annex A;
 - the arising rates and Maintenance requirements for the Repairable Items listed at Annex A;
 - the expected demand rates for the Non-Repairable Items listed at Annex A;
 - the RSLs for the Repairable Items and the Non-Repairable Items listed at Annex A;
 - the Contractor's and Approved Subcontractors' respective workforces; and
 - other elements of the Contract, as required by the Commonwealth Representative.

- 2.2.4** If there are no changes to the Contract, other than to this clause 2.2, resulting from the change to the Rate of Effort, the Contractor shall provide the same supporting documentation required under clause 2.2.3 to justify this position, unless otherwise agreed by the Commonwealth Representative.

2.3 Data Management System (Core)

2.3.1 DMS Objectives (Core)

- 2.3.1.1** The Contractor acknowledges that the objectives associated with implementing a Data Management System (DMS) are to achieve:

- reduced paperwork through the electronic exchange of data;
- access to data through the use of a virtual work environment;
- reduced delivery times and shorter cycle times for processing the data items; and
- reduced risk through enhanced access to data.

- 2.3.1.2** The Contractor further acknowledges that the reliability, responsiveness and ease-of-use of the DMS and the timeliness for uploading data onto the DMS are critical to the operational effectiveness of the Commonwealth support office.

2.3.2 DMS General Requirements (Core)

Note to tenderers: A DMS may be implemented as a web portal or shared access information system / 'secure cloud' service.

Note to drafters: Amend the following list of data to suit the specific needs of the Contract. Access to the WHSMS is 'core' in order to enable the Commonwealth to fulfil its WHS obligations.

- 2.3.2.1** The Contractor shall develop, implement and maintain a DMS to provide on-line access to the following Contract data including applicable data within the identified management systems ('DMS Contract Data'):
- all data items identified in the Contract Data Requirements List (CDRL) for delivery via the DMS;
 - the Performance Measure dashboard required under clause 3.2.5;
 - the Risk Register required under clause 3.7;
 - the Issue Register required under clause 3.8;
 - the Quality Management System (QMS) procedures applicable to the Contract;
 - the Technical Data management system required under clause 9.2.7;
 - all Authorisations required to be held by the Contractor for the Contract;

Option: Include the following clause when an ENVMS is required.

- the Environmental Management System (ENVMS) required under clause 12.2.2;

- i. the Work Health and Safety Management System (WHSMS) required under clause 12.3.3;
- j. the model of Total Cost of Ownership (TCO), or data transfer files for the model, as required under clause 13.4;
- k. [...DRAFTER TO INSERT...]; and
- l. other Contract-related Technical Data and Contract Material, as agreed between the Contractor and the Commonwealth Representative.

2.3.2.2 DMS Contract Data that is required to be delivered under the Contract is deemed to have been delivered when delivered in accordance with clause 5.14 of the COC.

Note to drafters: Personnel needing DMS access will depend upon the scope of DMS Contract Data. The number of personnel will help to scope Contractor obligations under clauses 2.3.3 and 2.3.4. Personnel numbers should include all access requirements envisaged for the Term.

2.3.2.3 The Contractor shall provide the following personnel ('Commonwealth Authorised Users') with access to the DMS:

- a. the Commonwealth Representative;
- b. all Resident Personnel; and
- c. [...INSERT NUMBER...] additional Commonwealth Personnel nominated by the Commonwealth Representative.

2.3.2.4 The Contractor may provide Subcontractors with access to the DMS.

Note to drafters: If the Contract will have Resident Personnel, access to the DMS needs to be included in the terms of reference for the Resident Personnel at Attachment L.

2.3.2.5 In addition to the DMS requirements for any Resident Personnel, the Contractor shall ensure that access to the DMS is provided to the Commonwealth Representative at the Contractor's and Approved Subcontractors' premises for the duration of any attendance by the Commonwealth Representative at these premises.

2.3.3 DMS Implementation, Operation and Management (Core)

Note to drafters: The following list may be amended to suit the needs of the Contract.

2.3.3.1 The Contractor shall implement a DMS that meets the objectives in clause 2.3.1. In particular, the Contractor shall implement a DMS that:

- a. provides a controlled repository for all DMS Contract Data;
- b. protects DMS Contract Data against unauthorised access;
- c. caters for both classified and unclassified data;
- d. provides on-line access to the DMS Contract Data in a timely manner for all Commonwealth Authorised Users with the appropriate access rights;
- e. enables all Commonwealth Authorised Users to access both the DMS and the DMS Contract Data at the same time;
- f. provides controls to limit access to DMS Contract Data that may be sensitive to certain parties (eg, Subcontractor access to Contractor performance data);
- g. provides controls to prevent the Commonwealth Authorised Users from replacing or overwriting the Contractor's delivered versions of DMS Contract Data;
- h. where reasonably practicable, allows the DMS Contract Data to be downloaded by a Commonwealth Authorised User for further manipulation (including searching, printing and sorting of tabulated data) in the native document format;
- i. provides access to both current and earlier versions of DMS Contract Data;
- j. provides an index of DMS Contract Data, updated at least weekly, with the index to include the CDRL Line Number or other applicable reference number, title, issue, file name (as applicable), status (eg, working, draft submission, final submission, Approved, and Accepted), date of last change, and location on the DMS;

- k. provides access to uploaded DMS Contract Data that has not yet been indexed;
- l. allows Commonwealth Authorised Users to search the DMS Contract Data;
- m. if DMS Contract Data is required to be delivered to the Commonwealth, provides the Commonwealth Authorised Users with the ability to electronically:
 - (i) acknowledge delivery of the DMS Contract Data, and
 - (ii) comment on the DMS Contract Data;
- n. provides the ability to capture, store, provide access to, and maintain an audit trail of comments provided by the Commonwealth Representative on DMS Contract Data, including comments on current and earlier versions; and
- o. allows the Commonwealth Representative to define access rights for the Commonwealth Authorised Users.

2.3.3.2 The Contractor shall introduce the DMS into operational use in accordance with this clause 2.3 no later than 40 Working Days before the Operative Date.

2.3.3.3 Between the Effective Date and when the DMS is fully available for operational use by the Commonwealth Authorised Users, the Contractor shall deliver all data items, identified in the CDRL for delivery via the DMS in that period, in soft copy.

2.3.3.4 The Contractor shall develop, deliver, and update a Concept of Operation Document for the DMS in accordance with CDRL Line Number MGT-1200.

2.3.3.5 The Contractor shall liaise with the Commonwealth Representative to determine the hardware and software required by the Commonwealth Authorised Users to access the DMS and, subject to clause 2.3.3.6, shall provide all the required hardware and software.

2.3.3.6 The Contractor is not required to provide:

- a. any computing hardware for the Commonwealth Authorised Users to access the DMS, except as otherwise defined in the Contract (eg, for Resident Personnel); or
- b. any cryptographic equipment (eg, to enable electronic exchange of classified data).

2.3.3.7 If the data formats of the DMS Contract Data and/or software programs differ from those specified in the Contract, the Contractor shall provide all additional software programs and all necessary licences to enable the Commonwealth Authorised Users to access and manipulate the DMS Contract Data.

2.3.3.8 Following introduction of the DMS into operational use, the Contractor shall ensure that the DMS remains fully operational for the duration of the Contract.

2.3.3.9 The Contractor shall ensure data protection of the DMS Contract Data such that no more than a day's data can be lost due to a system malfunction (where malfunction includes events such as a malware attack).

2.3.3.10 The Contractor shall ensure that backup systems and processes are in place should the DMS be inoperable for any longer than two Working Days, and shall implement these backup systems and processes within a further Working Day should this event occur.

2.3.4 DMS Training (Optional)

2.3.4.1 The Contractor shall provide all training and associated training materials, in accordance with this clause 2.3.4, necessary to enable the Commonwealth Authorised Users to:

- a. competently utilise the DMS; and
- b. access and manipulate the DMS Contract Data, including where this data involves data formats and software programs that are not specified in the Contract.

Note to drafters: The following clause may be amended if different applications have different user groups (eg, X personnel require Requirements Management System training).

2.3.4.2 The Contractor shall provide DMS training to the Commonwealth Authorised Users identified in clause 2.3.2.3.

- 2.3.4.3** The Contractor shall provide DMS training to Commonwealth Authorised Users within 10 Working Days (or other timeframe agreed between the parties) of making the DMS available for operational use.

Note to drafters: Amend the following clause to suit the requirements of the Contract.

- 2.3.4.4** The Contractor shall provide DMS training to the Commonwealth Authorised Users at the following locations:
- in [...INSERT LOCATION...], for the Commonwealth support staff located at [...INSERT LOCATION...]; and
 - at the Contractor's premises, for the Resident Personnel.

- 2.3.4.5** The Contractor is not required to provide DMS training to Commonwealth Authorised Users, other than the initial training identified in this clause 2.3.4.

2.4 Deliverable Data Items (Core)

2.4.1 Development and Submission of Data Items (Core)

- 2.4.1.1** The Contractor shall produce, update and deliver all data items to the Commonwealth in accordance with the CDRL at Annex C of this SOW, clause 2.3 and this clause 2.4.

2.4.2 Review, Approval or Non-Approval, and Acceptance of Data Items (Core)

- 2.4.2.1** The Commonwealth Representative shall:

- Review;
- Approve or not Approve;
- Accept or reject; or
- consider a CCP for approval for,

each data item in accordance with the CDRL and this clause 2.4.

2.4.3 Data Item Review (Core)

- 2.4.3.1** When the CDRL provides that a data item is to be submitted by the Contractor to the Commonwealth Representative for Review, the Commonwealth Representative may provide the Contractor with such comment, information or advice as it considers appropriate. Any comment, information or advice provided:

- is intended to be of assistance to the Contractor and shall not be construed as a direction from the Commonwealth Representative to the Contractor;
- shall not be taken as Approval or Acceptance of Services or of work that does not conform to the Contract;
- shall not waive any provisions of, or release the Contractor from, its obligations under the Contract; and
- shall be addressed by the Contractor prior to the Contract Performance Review (CPR), Periodic Performance Review, or Mandated System Review (if applicable) at which the data item is applicable or as part of the next update cycle for that data item, whichever is the earlier.

- 2.4.3.2** The Contractor acknowledges that the Commonwealth may not provide a response to a data item that is submitted for Review. If the Commonwealth does not provide a response within the Commonwealth action period set out in the CDRL (or as set out in a data item, such as the Approved Technical Data List (TDL)), the Contractor can progress on the assumption that no comment will be provided.

2.4.4 Data Item Approval (Core)

- 2.4.4.1** If the CDRL requires a data item to be submitted by the Contractor to the Commonwealth Representative for Approval, then the Commonwealth Representative shall, within the action period specified in the CDRL, advise the Contractor that the data item is either Approved or not Approved.

- 2.4.4.2** If the Commonwealth Representative determines that any data item subject to Approval submitted by the Contractor is not in accordance with the requirements of this Contract, the Commonwealth Representative shall notify the Contractor accordingly. In such event, the data item shall not be considered to have been submitted and the data item shall be rectified at no additional cost to the Commonwealth.
- 2.4.4.3** If, pursuant to clause 2.4.4.1, the Commonwealth Representative provides the Contractor with notice of non-Approval of a data item, the Commonwealth Representative shall advise the Contractor of the reasons for non-Approval and may provide details of any corrective action to be taken by the Contractor before the data item will be reconsidered for Approval.
- 2.4.4.4** The Commonwealth Representative's reasons for non-Approval of a data item shall be limited to those situations where, in the judgement of the Commonwealth Representative, the data item submitted:
- a. is not clearly understandable;
 - b. does not provide adequate detail;
 - c. is inconsistent with the Contract, including related data items; or
 - d. does not meet the objective of the data item.
- 2.4.4.5** The Commonwealth Representative may not withhold Approval of a data item for minor omissions or defects in the data item which are identified to the Contractor. In addition to the criteria for non-Approval detailed in clause 2.4.4.4, any subsequent Approval of an update to a data item that was previously Approved with minor omissions or defects shall be subject to the Contractor addressing those identified omissions or defects in the proposed update to the satisfaction of the Commonwealth Representative.
- 2.4.4.6** If the Commonwealth Representative provides the Contractor with notice of non-Approval in accordance with clause 2.4.4.1 the Contractor shall, within a period equal to the Commonwealth action period defined in the CDRL for the relevant data item (or within such further period as the Commonwealth Representative may allow), deliver the rectified data item for Approval.
- 2.4.4.7** If, within the time specified under clause 2.4.4.6, the Contractor submits the rectified data item as conforming to the requirements of the Contract, the Commonwealth Representative shall be entitled to exercise the rights provided by this clause 2.4 as if the data item had been submitted by the Contractor for the first time.
- 2.4.4.8** If, under clause 2.4.4.1, the Commonwealth Representative provides the Contractor with notice of Approval, then the data item shall have effect in accordance with that Approval and the task comprising the development of that data item shall be deemed to be accomplished.
- 2.4.4.9** Subject to clause 2.4.8, if the Commonwealth Representative fails to furnish to the Contractor notice of Approval or non-Approval, in accordance with clause 2.4.4.1 within the period specified in the CDRL, then the Contractor may be entitled to claim a postponement of the date for delivery of Services in accordance with clause 6.5 of the COC.

Note to drafters: Consider the period required to review each data item in the CDRL. Consider the size and complexity of each document; if a draft would have been reviewed; the involvement of external agencies / authorities; and the need to review multiple data items concurrently.

- 2.4.4.10** Approval of a data item by the Commonwealth shall not be construed as:
- a. any more than an indication that the data item appears to the Commonwealth Representative to be capable of being used as a basis for further work;
 - b. limiting the Contractor's responsibility to provide 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.

2.4.5 Data Item Acceptance (Core)

2.4.5.1 When the SOW or the CDRL provides that a data item is to be submitted for Acceptance, the Contractor shall deliver the data item for Acceptance in accordance with clause 6.8 of the COC.

2.4.6 Data Items Delivered Under Contract Change Proposals (Core)

2.4.6.1 When the SOW or the CDRL provides that a data item is to be submitted via a CCP, the Contractor shall deliver the data item in accordance with clause 11.1 of the COC.

2.4.7 Data Item Updates (Core)

2.4.7.1 The Contractor shall maintain the accuracy, completeness and currency of all data items delivered under the Contract in accordance with the CDRL.

2.4.7.2 If, under clause 2.4.7.1, changes to any data item become necessary, the Contractor shall submit a proposed amendment to the data item to the Commonwealth.

2.4.7.3 A proposed amendment to any data item shall be subject to the same Review and Approval processes specified in this clause 2.4 to the extent of the effect of the proposed amendment.

2.4.7.4 Until a proposed amendment to an Approved data item is Approved, the extant data item shall remain in effect.

2.4.7.5 The Contractor shall bear all costs associated with data item maintenance, except to the extent that the Commonwealth Representative otherwise agrees in writing.

2.4.8 Actioning of Data Items (Core)

2.4.8.1 The Contractor acknowledges that:

- a. the timeframes for the delivery of the data items by the Contractor and the actioning of those data items by the Commonwealth in the CDRL have been determined in light of the numbers of personnel within the Commonwealth team available to action the data items delivered by the Contractor;
- b. the Commonwealth's obligations to action the data items within the timeframes described in the CDRL is subject to the Contractor delivering the data items in accordance with the CDRL; and
- c. any delay of the Contractor in meeting its obligations under the Contract may result in the Commonwealth not being able to action the data items within the timeframes specified in the CDRL.

2.4.8.2 If at any time the Contractor's delivery of one or more data items changes because of a delay in the Contractor meeting its obligations under the Contract:

- a. the Commonwealth shall use reasonable endeavours to action the data items within the timeframes described in the CDRL;
- b. the Commonwealth is only required to action data items delivered by the Contractor at the time when Commonwealth resources become available to action the data items; and
- c. if the Commonwealth anticipates that, notwithstanding its reasonable endeavours, it will not action the data items within the timeframes described in the CDRL, it shall promptly notify the Contractor as to when it will action the relevant data items.

2.4.8.3 Subject to clause 2.4.8.4, the Commonwealth's inability to action the data items within the timeframes described in the CDRL in the circumstances described in clause 2.4.8.2 is not an event beyond the reasonable control of the Contractor for the purposes of clause 6.4.1a of the COC.

2.4.8.4 If the Commonwealth Representative fails to action the data item by the date notified in accordance with clause 2.4.8.2c, then any delay from that date shall be considered a delay caused by the Commonwealth and may entitle the Contractor to claim a postponement of the date for delivery of Services in accordance with clause 6.4 of the COC.

2.5 Draft Data Items included at Attachment K (Optional)

2.5.1 Draft data items are set out in Attachment K.

Note to drafters: Only draft data items subject to Approval or CCP approval after the Effective Date (ED) should be included in Attachment K. DO NOT include any plans that are APPROVED BY ED in Attachment K. All data items to be Approved by ED should be annotated in the CDRL with delivery at 'ED' and the Commonwealth Action Period specified as 'by ED'.

2.5.2 With respect to those draft data items referred to in clause 2.5.1, further versions of these data items delivered in accordance with clause 2.4 shall:

- a. comply in all respects with the requirements of the Contract;
- b. address any Commonwealth comment, information, or advice included in Attachment K; and
- c. not detract from the draft data items (except with the Approval of the Commonwealth Representative) but add further relevant detail.

2.5.3 Any Commonwealth comment, information, or advice provided in Attachment K:

- a. is intended to be of assistance to the Contractor when developing data items;
- b. is not necessarily a complete statement of the issues related to the draft data items; and
- c. does not indicate the Approval or CCP approval (as applicable) of a data item, nor does an absence of comment imply an Approval or CCP approval (as applicable).

2.5.4 Following Approval or CCP approval (as applicable) of a data item that was based on a draft data item referred to in clause 2.5.1, the relevant draft data item shall be considered superseded and withdrawn as an Annex to Attachment K, which will be annotated as 'Not used'. This change will be effected by a CCP issued by the Commonwealth.

2.6 Phase In (Optional)

Note to drafters: Refer to COC clause 1.5, Operative Date, which references this clause 2.6.

2.6.1 Phase In Plan (Core)

2.6.1.1 The Contractor shall develop, deliver and update a Phase In Plan in accordance with CDRL Line Number MGT-600.

2.6.1.2 The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures and instructions supporting the Phase In Plan within 10 Working Days of this request.

2.6.2 Phase In Activities (Core)

2.6.2.1 The Contractor shall conduct Phase In activities in accordance with the Approved Phase In Plan and clause 1.12 of the COC.

2.6.2.2 The Commonwealth shall meet its obligations under the Approved Phase In Plan.

2.6.3 Phase In Register (Optional)

2.6.3.1 The Contractor shall maintain a Phase In Register in accordance with the Approved Phase In Plan.

2.6.3.2 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Phase In Register for the duration of Phase In.

2.6.4 Phase In Progress Reports (Optional)

2.6.4.1 The Contractor shall prepare and deliver Phase In Progress Reports in accordance with CDRL Line Number MGT-610.

2.6.4.2 If the Commonwealth Representative notifies the Contractor on the basis of any Phase In Progress Report 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 progress in subsequent Phase In Progress Reports until the end of Phase In.

2.7 Ramp Up (Optional)

2.7.1 Ramp Up Planning (Core)

2.7.1.1 The Contractor shall develop, deliver and update a Ramp Up Management Plan in accordance with CDRL Line Number MGT-620.

2.7.1.2 The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures and instructions supporting the Ramp Up Management Plan within 10 Working Days of this request.

2.7.2 Ramp Up Activities (Core)

2.7.2.1 The Contractor shall conduct Ramp Up activities in accordance with the Approved Ramp Up Management Plan and clause 1.13 of the COC.

2.7.2.2 The Commonwealth shall meet its obligations under the Approved Ramp Up Management Plan.

2.7.2.3 The Contractor shall conduct a meeting for each major Ramp Up Milestone to demonstrate the achievement of that Milestone in accordance with the applicable checklist contained within the Approved Ramp Up Management Plan.

2.7.2.4 The Contractor shall combine meetings for Ramp Up Milestones with Periodic Performance Reviews, in accordance with clause 3.4.1.3, unless otherwise notified by the Commonwealth Representative that a meeting is to be conducted as an ad hoc meeting, in accordance with clause 3.4.6.

2.7.3 Ramp Up Progress Reports (Optional)

Note to drafters: Select a level of reporting appropriate for the expected Ramp Up. If progress will only to be reported in the CSR (ie, overall Contract status), select Option A. If more frequent Ramp Up Progress Reports are required (eg, monthly), select Option B and update the CDRL.

Option A: Select when the progress of Ramp Up will be reported through the CSR only.

2.7.3.1 Between the Operative Date and the end of Ramp Up, the Contractor shall report the progress of Ramp Up activities in the Contract Status Report.

Option B: Select when separate Ramp Up Progress Reports are to be provided.

2.7.3.2 The Contractor shall prepare and deliver Ramp Up Progress Reports in accordance with CDRL Line Number MGT-630.

2.8 Phase Out (Optional)

2.8.1 Phase Out Plan (Core)

2.8.1.1 The Contractor shall develop, deliver and update a Phase Out Plan in accordance with CDRL Line Number MGT-1300.

2.8.1.2 The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures and instructions supporting the Phase Out Plan within 10 Working Days of this request.

2.8.2 Phase Out Activities (Core)

2.8.2.1 The Contractor shall conduct Phase Out activities in accordance with the Approved Phase Out Plan and clause 14 of the COC.

2.8.3 Phase Out Register (Optional)

2.8.3.1 The Contractor shall maintain a Phase Out Register in accordance with the Approved Phase Out Plan.

- 2.8.3.2** The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Phase Out Register for the duration of Phase Out.

3. SUPPORT SERVICES MANAGEMENT (CORE)

3.1 Support Program Governance (Core)

- 3.1.1** In accordance with clause 2.3 of the COC and the Contract Governance Framework set out in Attachment T, the parties shall participate in the following governance forums:
- a. the Steering Committee;
 - b. the Leadership Team; and
 - c. the Contract Team.
- 3.1.2** The membership, functions and decision-making principles relevant to the operation of the governance forums are detailed in Attachment T.
- 3.1.3** The Contractor shall incorporate its participation in the governance forums set out in Attachment T into the planning, management, and execution of the Contract.
- 3.1.4** The parties agree to do what is necessary to give effect to a decision of a governance forum made within the scope of the authority of its members, unless it is inconsistent with the Contract or other legal obligation or duty of a party.

3.2 Support Services Planning (Core)

Note to drafters: An SSMP is required for all contracts. Refer to the SOW Tailoring Guide for guidance on the inclusion of other plans.

3.2.1 Support Services Management Plan (Core)

- 3.2.1.1** The Contractor shall develop, deliver and update a Support Services Management Plan (SSMP) in accordance with CDRL Line Number MGT-100.
- 3.2.1.2** The Contractor shall manage and perform the Services in accordance with the Approved SSMP.
- 3.2.1.3** The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures and instructions supporting the SSMP within 10 Working Days of this request.

3.2.2 Support Services Master Schedule (Optional)

Note to drafters: If a SSMS is not required then the clauses below should be omitted and the clause should be marked 'Not used'.

Note: DID-SSM-SSMS requires ongoing schedule status to be maintained, but these stasured versions are not required to be delivered through the CDRL. The Commonwealth expects that the regular status updates to the SSMS will be available through the DMS.

- 3.2.2.1** The Contractor shall develop, deliver and update a Support Services Master Schedule (SSMS) in accordance with CDRL Line Number MGT-110.
- 3.2.2.2** The Contractor shall use the Approved SSMS as the primary schedule for managing the Contract.
- 3.2.2.3** If the Contractor develops additional schedules for the Services, the Contractor shall ensure that the additional schedules are consistent with the Approved SSMS. If there is any inconsistency between the Approved SSMS and any additional schedule, the Approved SSMS shall, to the extent of the inconsistency, prevail.
- 3.2.2.4** If the Contractor produces the SSMS using a software package not held by the Commonwealth Representative, the Contractor shall, on request, provide all necessary programs, licenses, and training to enable the Commonwealth Representative to efficiently access and manipulate the SSMS as required.
- 3.2.2.5** The Contractor may amend the Approved SSMS without first obtaining the Commonwealth's Approval under clause 2.4.4 as long as the changes to the Approved SSMS do not result in:
- a. future payments under the Contract being affected;

- b. the date for achievement of any future Milestones, as set out in Attachment C, being affected; or
- c. the ability of the Commonwealth to meet its obligations under the Contract being affected.

3.2.2.6 Commonwealth Approval of an amendment to the Approved SSMS under clause 3.2.2.5, where the amendment does not affect any of the criteria under 3.2.2.5a to 3.2.2.5c, shall be obtained when the next maintenance update to the SSMS is required, as specified in the CDRL.

3.2.3 Contract Work Breakdown Structure (Optional)

Note to drafters: For medium-to-large contracts (eg, over \$10m per year), a CWBS provides insight into the scoping of the Contract. A CWBS may not be required for more simple contracts where the work breakdown in the Support Pricing Workbook may be sufficient.

3.2.3.1 The Contractor shall develop, deliver and update a Contract Work Breakdown Structure (CWBS) in accordance with CDRL Line Number MGT-120 and the Contract Summary Work Breakdown Structure at Annex F to the SOW.

3.2.3.2 The Contractor shall manage the Contract in accordance with the Approved CWBS.

3.2.3.3 The Contractor may amend the Approved CWBS, without first obtaining the Commonwealth's Approval under clause 2.4.4 as long as:

- a. all elements affected by the amendment are below the reporting level;
- b. the amendments are consistent with the Approved CWBS; and
- c. the Commonwealth is notified within 40 Working Days of the changes being made.

3.2.4 Surge (Optional)

Note to drafters: Select Option A for a stand-alone SMP or Option B if Surge management planning is to be included in the SSMP (and remove the SMP from the CDRL). If not applicable, the clauses may be replaced with 'Not used'. Refer to the SOW Tailoring Guide for guidance.

Option A: For when a stand-alone Surge Management Plan is required:

3.2.4.1 The Contractor shall develop, deliver and update a Surge Management Plan (SMP) in accordance with CDRL Line Number MGT-1600.

Option B: For when the Surge Management Plan may be incorporated into the SSMP:

3.2.4.2 The Contractor shall describe its proposed Surge management procedures and activities in the SSMP.

3.2.4.3 The Contractor shall provide the increase in capacity to meet the Commonwealth's Surge requirements in accordance with the Approved [...INSERT 'SMP' OR 'SSMP'...] when requested to do so by the Commonwealth Representative.

3.2.4.4 Except where otherwise addressed in the Contract, additional work performed by the Contractor to meet Surge requirements shall be undertaken as S&Q Services.

3.2.5 Performance Measurement (Core)

3.2.5.1 Performance Measurement Objectives (Core)

Note to drafters: This clause may be tailored for the program and contracting strategy.

3.2.5.1.1 The Contractor acknowledges that the objectives of the performance measurement program are to:

- a. assess the effectiveness of the Services being provided (individually and collectively) and to monitor the Products Being Supported, through measuring, recording, and analysing the measured performance, including through any Performance Measures required under the Contract;
- b. report the results to the Commonwealth, including any deficiencies and trends in performance; and

- c. identify the cause of deficiencies or opportunities for improvement.

3.2.5.2 Performance Measurement Planning (Core)

- 3.2.5.2.1** The Contractor shall address management of, and planning for, performance measurement in the SSMP.

- 3.2.5.2.2** The Contractor shall conduct all performance measurement activities for the Contract in accordance with the Approved SSMP.

- 3.2.5.2.3** The Contractor shall ensure that all Subcontractor performance measurement activities are performed in accordance with the Approved SSMP.

3.2.5.3 Performance Measurement Activities (Core)

- 3.2.5.3.1** The Contractor shall measure, analyse and record performance against all Performance Measures required under the Contract, in accordance with Attachment P and the Approved SSMP.

- 3.2.5.3.2** The Contractor shall develop, deliver and update:

- a. a Performance Measure dashboard, which provides a visual summary of performance against each category of Performance Measure, as follows:

- (i) the Strategic Performance Measures (SPMs) required to be assessed by the Contractor (ie, not the SPMs that will be assessed by the Commonwealth);

Option: Include the following clause if KPIs are included in the Contract, otherwise delete the clause.

- (ii) the Key Performance Indicators (KPIs); and

- (iii) each grouping of System Health Indicators (SHIs), as identified in Attachment P and the Approved SSMP; and

- b. a Performance Measure Monthly Report (PMMR) in accordance with CDRL Line Number MGT-370, which is underpinned by the same data that is used to develop the Performance Measure dashboard.

- 3.2.5.3.3** The parties shall collaborate with each other to develop the Performance Measure dashboard so that it:

- a. is easy to interpret, objective, and free from error; and
 - b. is available before the first PMMR is due under clause 3.2.5.3.2b.

- 3.2.5.3.4** The Contractor shall continually update the Performance Measure dashboard to ensure that:

- a. the dashboard incorporates all Performance Measures required under clause 3.2.5.3.2a, including as the Performance Measures may be varied over the Term; and
 - b. the complete set of Performance Measures for the Contract, including their current status, are available to the Commonwealth.

- 3.2.5.3.5** The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Contractor's Performance Measure dashboard and the underpinning data at all times during the Term.

- 3.2.5.3.6** The Contractor shall include the results of performance measurement activities in Performance Measurement Reports (PMRs), as a portion of Contract Status Reports (CSRs), under clause 3.4.2.

Option: Include the following clause if KPIs are included in the Contract, otherwise delete the clause.

- 3.2.5.3.7** Without limiting any other provision of the Contract, if the Contractor's performance for a KPI is within Performance Bands C or D for a Review Period, or the Commonwealth Representative reasonably believes that the Contractor's performance for a KPI is likely to be within Performance Bands C or D for a Review Period and notifies the Contractor accordingly, the Contractor shall promptly:
- investigate the cause of the failure(s) or non-performance;
 - submit a Remediation Plan, in accordance with clause 6.12 of the COC, to the Commonwealth Representative; and
 - undertake the steps and activities identified in the Approved Remediation Plan, and any reasonably necessary actions the Commonwealth Representative may direct, to minimise the impact of the failure and to prevent a recurrence.

3.2.5.3.8 The Contractor shall:

- retain hard or soft copies of all data and information used in determining results for each Performance Measure, including a clear record of the relevant date(s) and time(s) for each item of data and information;
- unless otherwise authorised in writing by the Commonwealth Representative, retain that data and information for at least seven years after the expiration or earlier termination of the Contract; and
- if requested by the Commonwealth Representative, provide the Commonwealth Representative with a copy of all or part of that data and information retained in accordance with clause 3.2.5.3.8a.

3.2.5.4 Performance Implementation Period (Optional)

Note to drafters: A PIP is a staged increase in Performance Payments and, if applicable, the performance assessment processes at the start of a contract. The PIP is defined in Annex C to Attachment B (payments) and Annex D to Attachment P (KPIs). If a PIP is not required, replace the clauses with 'Not used'.

- 3.2.5.4.1** The Contractor shall undertake all Performance Implementation Period (PIP) activities in accordance with the Contract and the Approved SSMP.
- 3.2.5.4.2** At a period not less than one month before the completion of the PIP, a PIP Completion Review shall be convened to evaluate the PIP in meeting its purpose, as defined in Annex D to Attachment P, and the changes, if any, required to measurement and reporting processes supporting the performance assessment processes.
- 3.2.5.4.3** The parties shall conduct the PIP Completion Review, required by clause 3.2.5.4.2, as an ad hoc meeting in accordance with clause 3.4.6, with the meeting conducted as if the Commonwealth Representative had called the ad hoc meeting.

3.3 Quoting for Survey and Quote Services (Core)

3.3.1 Survey and Quote Process (Core)

- 3.3.1.1** The Commonwealth Representative may issue requests to the Contractor for S&Q Services in relation to the Products Being Supported (eg, to implement a modification during Maintenance), in which case the Contractor shall comply with the requirements of clauses 3.13 and 3.15 of the COC and CDRL Line Number MGT-1000.
- 3.3.1.2** In response to the Contractor identifying an additional requirement (eg, as a result of Preventive Maintenance inspections) that is not included within the scope of Recurring Services, the Contractor shall firstly determine if the requirement is defined and can be undertaken as a Task-Priced Service in accordance with clause 3.14 of the COC, or can be undertaken as a Pre-Authorised Ad Hoc Service in accordance with clause 3.16 of the COC, before seeking to initiate an S&Q Service in accordance with clause 3.15 of the COC.

3.3.2 Survey and Quote Work Plans (Core)

3.3.2.1 Unless otherwise agreed in writing by the Commonwealth Representative, the Contractor shall develop and submit, as part of its S&Q quotation, a work plan that is commensurate with the level of work required.

3.3.2.2 Unless otherwise agreed in writing by the Commonwealth Representative, the Contractor's work plan pursuant to clause 3.3.2.1 shall include:

- a. a resource-loaded schedule, which shows the major milestones and projected dates and which is divided, if possible, into tasks of no longer than two weeks and which clearly identifies the individual resources, including Subcontractors, involved in the tasks;
- b. the number of people (by labour category) and trades / skill requirements;
- c. an itemised list of material requirements, including costs;
- d. any major data requirements;
- e. a breakdown of any Subcontractor costs associated with labour (by labour category), materials and any other costs; and
- f. any other applicable costs, including costs for licencing any additional Contractor Intellectual Property (IP) or Subcontractor IP being brought to the Contract.

3.3.3 Adverse Impact of Survey and Quote Work (Core)

3.3.3.1 If proposed S&Q Services are likely to have an adverse impact on existing Contract work, overall cost, schedule, Mission System availability or performance, the Contractor shall identify such impacts to the Commonwealth Representative as part of its S&Q quotation.

3.3.3.2 The Commonwealth Representative may reconsider progression of S&Q Services in view of the adverse impacts advised by the Contractor under clause 3.3.3.1.

3.4 Support Services Communication Strategy (Core)**3.4.1 Periodic Performance Reviews (Core)**

3.4.1.1 The Contractor shall conduct Periodic Performance Reviews in accordance with the Approved SSMP to report on and review:

- a. the performance of Services provided in the period just completed against the requirements of the Contract, including the requirements of the SOW and relevant Detailed Service Descriptions;
- b. the estimated requirements for Services in the next and future periods; and
- c. any issues or risks that could affect the provision of Services in future periods.

3.4.1.2 The Contractor shall, upon request, make information and data supporting the reviews available to the Commonwealth Representative within three Working Days of this request.

3.4.1.3 If multiple Periodic Performance Reviews (eg, Contract Performance Review and combined or individual Services performance reviews) are scheduled to occur in the same month, the Contractor may combine these Periodic Performance Reviews into a single review, except where otherwise notified by the Commonwealth Representative.

3.4.1.4 Unless otherwise specified in the Contract, the Contractor shall prepare and deliver Agendas for each Periodic Performance Review in accordance with CDRL Line Number MGT-500.

Note to drafters: *Select the optional clause below for the party that will prepare Minutes for all review meetings, unless specified otherwise under clauses for those review meetings.*

Option A: For when the Contractor is to take Minutes:

3.4.1.5 Unless otherwise specified in the Contract, the Contractor shall prepare and deliver Minutes for each Periodic Performance Review in accordance with CDRL Line Number MGT-510.

Option B: For when the Commonwealth is to take Minutes:

- 3.4.1.6** Unless otherwise specified in the Contract, the Commonwealth Representative shall arrange for the preparation and delivery of Minutes for each Periodic Performance Review.

3.4.2 Contract Status Reports (Core)

- 3.4.2.1** The Contractor shall prepare and deliver Contract Status Reports (CSRs) in accordance with CDRL Line Number MGT-300.

Note to drafters: The following clauses allow the PMR and the CIE Report to be delivered separate to the rest of the CSR, allowing results to be presented immediately after each Review Period. Refer to the SOW Tailoring Guide for further information.

Option: For the PMR and the CIE Report to be delivered separate to other parts of the CSR.

- 3.4.2.2** The Contractor shall prepare and deliver Performance Measurement Reports (PMRs), as part of the CSRs, in accordance with CDRL Line Number MGT-300.
- 3.4.2.3** The Contractor shall prepare and deliver CIE Reports, as part of the CSRs, in accordance with CDRL Line Number MGT-300.

3.4.3 Combined Services Summary Reports (Optional)

- 3.4.3.1** The Contractor shall prepare and deliver Combined Services Summary Reports (CSSRs) in accordance with CDRL Line Number MGT-350.

3.4.4 Remediation (Core)

Note to drafters: Modify the following clause for the actual reports in the draft Contract.

- 3.4.4.1** The Commonwealth Representative may notify the Contractor on the basis of any CSR, CSSR, other report, or a specific clause under the Contract, that the Contractor has failed to achieve performance to the levels required under the Contract, and when such a notification is provided, the Contractor agrees that:
- a. if this notice requires the Contractor to submit a Remediation Plan under clause 6.12 of the COC, the Contractor shall report on its progress in implementing the steps identified in the Approved Remediation Plan and the resulting outcomes achieved:
 - (i) in accordance with the reporting requirements specified in the Approved Remediation Plan;
 - (ii) if no reporting requirements are specified in the Approved Remediation Plan, on a monthly basis; and
 - (iii) as required by the CSR; and
 - b. if a notice does not require a Remediation Plan, 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 CSRs, CSSRs or other applicable reports.
- 3.4.4.2** 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.

3.4.5 Combined Services Performance Reviews (Optional)

Note to drafters: The provisions below are structured for large, conventional support regimes. Noting the desire for flexibility (refer to the SOW Tailoring Guide), these provisions could need significant amendment. Drafters should consider addressing this issue during Contract Negotiations to ensure that an effective approach to meetings is defined in the Contract.

- 3.4.5.1** The Contractor shall conduct Combined Services Performance Reviews at intervals of no greater than [...INSERT REVIEW PERIOD IN WORDS EG. 'three'...] months unless otherwise agreed with the Commonwealth Representative.

3.4.5.2 The parties acknowledge that the aim of the Combined Services Performance Reviews is to provide an opportunity for the parties to discuss the provision of Services, including any issues relating to the Services or the Products Being Supported (or both).

3.4.5.3 Each Combined Services Performance Review will consider the matters reported in the applicable Combined Services Summary Reports and other applicable reports, the quality of Services being provided, resolving shortfalls, planning for major work requirements associated with Ad Hoc Services, and planning for any predicted changes in on-going Service requirements.

Note: *The number of attendees at a Combined Services Performance Review will depend upon the scope of Services provided and the concurrent scheduling of reviews for those Services through clauses 4 to 8 and clause 3.4.1.3.*

3.4.5.4 Combined Services Performance Reviews shall be conducted by:

- a. the Commonwealth Representative;
- b. Commonwealth Personnel, nominated by the Commonwealth Representative, representing interests in each of the Services to be discussed at the review;
- c. the Contractor Representative;
- d. Contractor and Subcontractor Personnel nominated by the Contractor, representing interests in each of the Services to be discussed at the review; and
- e. such other persons as the parties may agree.

3.4.5.5 The Commonwealth Representative, or if the Commonwealth Representative is not present a Commonwealth person nominated for clause 3.4.5.4b, for the Combined Services Performance Review shall chair the review meeting.

3.4.5.6 A Combined Services Performance Review shall not be conducted until the Commonwealth Representative has agreed the time and place of the Combined Services Performance Review.

Option: *For when Approved Subcontractors may be required to attend Combined Services Performance Review meetings.*

3.4.5.7 When requested by the Commonwealth Representative, the Contractor shall ensure that Approved Subcontractors' representatives participate in each Combined Services Performance Review, as appropriate to the subject and objectives of the meeting.

3.4.5.8 The Contractor shall provide all facilities (including the venue), materials and services reasonably required for the conduct of Combined Services Performance Reviews.

3.4.6 Ad Hoc Meetings (Core)

3.4.6.1 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 requirements for the preparation and delivery of associated information by the other party;
- c. deliver an Agenda to the other party before each ad hoc meeting in accordance with CDRL Line Number MGT-500; and
- d. chair the meeting, unless otherwise directed by the Commonwealth Representative.

3.4.6.2 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 ad hoc meetings. Ad hoc meetings may be held virtually when agreed by the Commonwealth Representative.

3.4.6.3 The Contractor shall ensure that Contractor representatives and, when requested by the Commonwealth Representative, Subcontractors' representatives participate in each ad hoc meeting, as appropriate to the subject and objectives of the meeting.

- 3.4.6.4** The party that chairs an ad hoc meeting shall prepare and deliver Minutes for the meeting in accordance with CDRL Line Number MGT-510.

3.4.7 Contract Performance Reviews (Core)

Note to tenderers: The CPR considers the content of the CSR, results from other reviews, and commercial issues. The intent is to examine the Contract activities in a holistic sense and identify areas for improvement. CPRs may involve senior managers from both parties.

- 3.4.7.1** The parties shall jointly conduct CPRs at intervals of no greater than [...INSERT REVIEW PERIOD IN WORDS EG 'six'...] months or as otherwise agreed between the parties in writing, with the first CPR to be conducted at the date that is [...INSERT REVIEW PERIOD eg, 'six'...] months after the Operative Date.
- 3.4.7.2** The parties acknowledge that the aims of the CPRs are:
- a. to consider the factors reported in CSRs, including problems, opportunities, risks and Issues relating to the Services or the Products Being Supported (or both); and
 - b. to facilitate the early identification and mitigation of the adverse effects of the Contractor's and the Commonwealth's performance on the Contract, and to deal with external changes impacting upon the Contract.
- 3.4.7.3** A CPR may also consider proposals for adjustments to Performance Measures, including new or superseded SHIs, but has no authority to amend the Contract.
- 3.4.7.4** CPRs shall be conducted by:
- a. the Commonwealth Representative and up to [...INSERT NUMBER...] Commonwealth Personnel nominated by the Commonwealth Representative;
 - b. the Contractor Representative and up to [...INSERT NUMBER...] Contractor Personnel nominated by the Contractor; and
 - c. such other persons as the parties may agree.
- 3.4.7.5** The Commonwealth Representative or, if the Commonwealth Representative is not present, one of the Commonwealth Personnel nominated for clause 3.4.7.4a for the CPR, shall chair the review meeting.
- 3.4.7.6** A CPR shall not be conducted until the Commonwealth Representative has agreed the time and place of the CPR.
- 3.4.7.7** The Contractor shall provide all facilities (including the meeting venue), materials and services reasonably required for the conduct of CPRs.
- 3.4.8 Performance Assessment Reviews (Core)**
- 3.4.8.1** The parties acknowledge that the aims of the Performance Assessment Reviews are, for the relevant Review Period(s), to enable the Commonwealth to:
- a. consider the performance results against each applicable Performance Measure;
 - b. provide an appraisal of the Contractor's performance, including in relation to:
 - (i) any matter reported in the PMR portion of a CSR or the PMMR; and
 - (ii) other matters relevant to the Contractor's performance;
 - c. consider evidence provided by the Contractor in support of any claims for Performance Relief;

Option: Include this sub-clause if Performance Payments are included in the Contract.

- d. determine the Performance Payments; and

Option: Include this sub-clause if the CIE Program will be assessed through the Performance Assessment Review.

- e. review the analysis of potential Innovations / Efficiencies (IEs), the progress of Approved IEs being managed in accordance with clause 13.3, and the impact on the Capability, AIC and TCO.

3.4.8.2 The parties shall jointly conduct a Performance Assessment Review for each Review Period. The Performance Assessment Review shall be held:

- a. no later than 10 Working Days after the end of the Review Period and at least three Working Days after the Commonwealth receives the PMR and any supporting information reasonably required by the Commonwealth Representative to enable the objectives of the Performance Assessment Review to be achieved; or
- b. at a later time agreed by the Commonwealth Representative in writing.

3.4.8.3 Subject to clause 3.4.1.3, the Performance Assessment Review shall be appended to CPR meetings required under clause 3.4.7.

3.4.8.4 A Performance Assessment Review shall be conducted by:

- a. the Commonwealth Representative, [...IF APPLICABLE, ADD 'the TCO IV&V Agent' (refer clause 13.5)...] and up to [...INSERT NUMBER...] Commonwealth Personnel nominated by the Commonwealth Representative;
- b. the Contractor Representative, [...IF APPLICABLE, ADD 'CIE Manager'...]and up to [...INSERT NUMBER...] Contractor Personnel nominated by the Contractor; and
- c. such other persons as the parties may agree.

3.4.8.5 The Commonwealth Representative or, if the Commonwealth Representative is not present, one of the Commonwealth Personnel nominated for clause 3.4.8.4a for the Performance Assessment Review, shall chair the review meeting.

3.4.8.6 If the parties do not agree regarding the measurement and calculation of any performance information, then, during the Performance Assessment Review:

- a. they shall jointly review the performance measurement data, other performance information, and calculations; and
- b. the Commonwealth chair of the Performance Assessment Review shall make a determination regarding the calculation of the performance results.

Note to drafters: Ratings for the CIE Program may be related to Term extensions under COC clause 1.9. If ratings for the CIE program are not required (eg, for Fixed-Term contracts), the following option should be deleted.

Option: Include when performance in relation to the CIE Program will be rated.

3.4.8.7 At a Performance Assessment Review, with respect to the CIE Program:

- a. the Contractor shall present a summary of the progress made in implementing Approved IEs, as reported in the CIE Report portion of the CSR;
- b. the parties shall:
 - (i) address any risks and Issues related to further progressing the implementation of Approved IEs; and
 - (ii) discuss newly proposed IEs, if applicable; and
- c. the Commonwealth shall assess the Contractor's performance in relation to the CIE Program for the period since the previous Performance Assessment Review in accordance with clause 3.4.8.8.

3.4.8.8 The Commonwealth will rate the Contractor's performance in relation to the CIE Program as **satisfactory** if in the period since the previous Performance Assessment Review, and in the Commonwealth Representative's reasonable assessment, the Contractor has:

- a. actively promoted the objectives of the CIE Program as specified in clause 13.2.1;
- b. used its best endeavours to identify IEs and, consistent with the objectives of the CIE Program, taken appropriate actions when there are risks and uncertainties associated with the identified IEs;
- c. fully and unconditionally consulted, co-operated and co-ordinated with the Commonwealth in relation to all aspects of the CIE Program, including with respect to:
 - (i) being open and transparent with the Commonwealth in relation to individual IEs within each category defined in clause 13.2.1 and the implications for the Contract, including in relation to cost, schedule, performance, the ADF Capability Objectives and the AIC Objectives; and
 - (ii) the provision and auditing of cost information, the development and analysis of cost models, and the identification and analysis of cost drivers; and
- d. complied with the Approved IEIP in relation to the management of the CIE Program and the implementation of Approved IEs, except when otherwise agreed, in advance and in writing, by the Commonwealth Representative.

3.4.8.9 The Commonwealth shall rate the Contractor's performance for the CIE Program, for the Review Period, as **unsatisfactory** if any of the requirements of clauses 3.4.8.8a to 3.4.8.8d have not been met.

3.4.8.10 The Contractor shall provide all facilities (including the venue), materials and services reasonably required for the conduct of Performance Assessment Reviews.

3.4.8.11 The Commonwealth Representative shall arrange for the preparation and delivery of Minutes for each Performance Assessment Review.

3.4.9 Periodic Cost Reviews (Optional)

Note to drafters: Include this clause if Periodic Cost Reviews will be included in COC clause 1.10, and update accordingly. If Periodic Cost Reviews are not applicable to the Contract, then the clauses can be replaced with a single 'Not used'.

3.4.9.1 The Commonwealth may notify the Contractor that a Periodic Cost Review will be held in connection with a potential grant of [...INSERT EITHER 'an Award Term' OR 'a Renewal Term'...] or as otherwise determined in accordance with clause 1.11 of the COC.

- 3.4.9.2** The parties acknowledge that the aims of a Periodic Cost Review are to provide the information needed to enable the Commonwealth to:
- determine the Allowable Costs that the Contractor has incurred in providing Recurring Services in the period (**Cost Review Period**) since the previous Periodic Cost Review or otherwise since the Operative Date;
 - determine the savings achieved in the Cost Review Period by the Contractor flowing from TCO-related Approved IEs and otherwise, having regard to any change in the scope of the Recurring Services during the Cost Review Period;
 - determine the likely Allowable Costs to be incurred by the Contractor in the proposed [...INSERT EITHER 'Award Term' OR 'Renewal Term'...], having regard to any proposed change in the scope of the Recurring Services for that [...INSERT EITHER 'Award Term' OR 'Renewal Term'...]; and
 - ensure that the Contract represents, and will continue to represent throughout the proposed [...INSERT EITHER 'Award Term' OR 'Renewal Term'...], value for money to the Commonwealth.
- 3.4.9.3** The parties shall conduct any meetings held for the purposes of a Periodic Cost Review as ad hoc meetings in accordance with clause 3.4.6, with each meeting being conducted as if the Commonwealth Representative had called the meeting.
- 3.4.9.4** The Commonwealth shall notify the Contractor of the outcomes of the Periodic Cost Review no later than [...INSERT PERIOD...] after the Review is completed.

3.5 Subcontractor Management (Optional)

Note to drafters: See SOW Tailoring Guide. Mark the clause as 'Not used.' if not required.

3.5.1 Subcontractor Planning (Core)

- 3.5.1.1** The Contractor shall ensure that Approved Subcontractors manage their contracts in accordance with their own management plans.
- 3.5.1.2** The Contractor shall ensure that Approved Subcontractors implement corrective actions to address any deviations from any plan.

3.5.2 Subcontract Status Reporting (Core)

- 3.5.2.1** The Contractor shall ensure that Approved Subcontractors prepare and deliver Subcontract status reports to the Contractor at the same intervals that the Contractor reports to the Commonwealth Representative.
- 3.5.2.2** The Contractor shall summarise the Subcontract status reports in the CSR.
- 3.5.2.3** Upon request, the Contractor shall provide the Commonwealth Representative with a copy of the Subcontract status reports within five Working Days of this request.

3.6 Co-ordination and Co-operation (Core)

- 3.6.1** The Contractor acknowledges that the performance of its obligations under the Contract may require:
- interoperation and/or integration with Other Capabilities; and
 - consultation, co-ordination and co-operation with Associated Parties.
- 3.6.2** Without limiting clause 3.2 of the COC, the Contractor shall:
- co-operate with all Associated Parties, as may be necessary or required by the Commonwealth, to ensure the interoperation and/or integration of the Products Being Supported with Other Capabilities;
 - consult, co-ordinate and 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 are provided in accordance with safety, security and other requirements of the Contract;

- (ii) the Services do not impact on or interfere with the performance of Other Capabilities or the completion of activities by Associated Parties; and
- (iii) a coordinated approach is taken, when required, in relation to the implementation and utilisation of Industrial Capabilities; and
- c. bring any causes, or likely causes, of interruption to the operation of the Products or to the performance of the Services, in connection with Other Capabilities and Associated Parties, to the attention of the Commonwealth Representative as soon as practicable after becoming aware of those causes.

3.6.3 The Contractor acknowledges that the Commonwealth is the system manager for the Products Being Supported and the associated Support System, which includes overall responsibility for:

- a. Materiel Certification / Type Certification;
- b. Configuration Management;
- c. system safety, including management of the applicable safety case(s);
- d. system security risk management and Security Authorisation(s);
- e. [...DRAFTER TO INSERT...]; and
- f. [...DRAFTER TO INSERT...].

Option: For when Associated Parties will have responsibility for system-level management, such as Certification and Configuration Management (CM) 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.

3.6.4 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 3.6.3.

3.6.5 Subject to clause 3.6.6, the Contractor shall notify the Commonwealth Representative and the applicable Associated Parties, 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 3.6.3, in accordance with the following timeframes (or other timeframes agreed by the Commonwealth Representative):

- a. for any matter that affects system safety, within one Working Day;
- b. for any high-risk (or higher) vulnerability that affects system security (as determined in accordance with the [...INSERT 'Approved In-Service Security Management Plan (ISSMP)' OR 'risk management section of the Approved SSMP'...]), within one Working Day; and
- c. for all other matters, within 10 Working Days.

3.6.6 The Contractor does not need to notify either the Commonwealth Representative or the Associated Parties in accordance with clause 3.6.5c when it will naturally provide notification to these parties as part of the Services.

3.7 Risk Management (Core)

3.7.1 The Contractor shall address risk management in the SSMP.

3.7.2 The Contractor shall manage risks in accordance with the Approved SSMP.

3.7.3 The Contractor shall maintain a Risk Register in accordance with the Approved SSMP.

3.7.4 The Contractor shall update the Risk Register prior to the submission of the CSR to ensure that each CSR represents the current status of the Contract risks.

Option: The following clause is not required if the Risk Register is included in the DMS.

The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth to access the Risk Register for the Term.

3.8 Issue Management (Core)

- 3.8.1 The Contractor shall address Issue management in the SSMP.
- 3.8.2 The Contractor shall manage Issues in accordance with the Approved SSMP.
- 3.8.3 The Contractor acknowledges that the objective of conducting Issue management is to ensure that significant Issues are addressed in a timely manner.
- 3.8.4 The Contractor shall maintain an Issue Register in accordance with the Approved SSMP.

Option: The following clause is not required if the Issue Register is included in the DMS.

The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Issue Register for the Term.

3.9 Maintenance of Contractual Documents (Core)

3.9.1 Configuration Management of the Contract (Core)

- 3.9.1.1 The Contractor shall incorporate all changes to the Contract and maintain a configured copy of the Contract.
- 3.9.1.2 The Contractor shall archive all superseded versions of the Contract so that the exact status of the Contract at any previous time can be determined from the archived versions of the Contract material.

3.9.2 Subcontract Configuration Management (Core)

- 3.9.2.1 The Contractor shall incorporate all changes to its Subcontracts and maintain configured copies of these Subcontracts.
- 3.9.2.2 The Contractor shall archive all superseded versions of Subcontracts so that the exact status of the Subcontracts at any previous time can be determined from the archived versions of the Subcontract material.

3.10 Independent Verification and Validation (Optional)

Note to drafters: Refer to the SOW Tailoring Guide for optional clauses and guidance on how to implement Independent Verification and Validation clauses.

- 3.10.1 Not used.

3.11 Contractor Managed Commonwealth Assets and Government Furnished Services (Core)

3.11.1 Provision and Management of Government Furnished Material and Government Furnished Services (Optional)

Note to drafters: This clause is required when GFM will be provided to the Contractor. If not required, delete the following clauses and annotated the heading with 'Not used'.

If safety-related information is not contained within associated Technical Data, additional information will need to be provided as GFI or GFD. Refer to CASSafe Regulated Hazard 09: 'Plant' regarding obligations to manage and control risks associated with plant/equipment.

Note: The Commonwealth is to provide applicable safety-related information for GFE.

- 3.11.1.1 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 E and the GFM and GFS sections of Approved S&Q Orders, as applicable.
- 3.11.1.2 The Contractor shall acknowledge, in writing, receipt of the GFM to the Commonwealth Representative within five Working Days of delivery, or such other period as may be agreed in writing by the Commonwealth Representative.
- 3.11.1.3 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.
- 3.11.1.4 The Contractor shall:

- a. within the periods identified in Attachment E 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.

3.11.1.5 Unless otherwise agreed between the parties, the Contractor shall not use GFM that has been found on inspection to be damaged, defective or deficient.

3.11.2 Use of GFM and GFS (Optional)

3.11.2.1 The Contractor shall, in a skilful manner, utilise the GFM and, to the extent required, the GFS in the provision of the Services in accordance with the Contract.

3.11.3 Care of Contractor Managed Commonwealth Assets (Core)

3.11.3.1 The Contractor shall provide the facilities and other resources required to store, handle, preserve and protect all Contractor Managed Commonwealth Assets (CMCA).

3.11.3.2 Without limiting the Contractor's obligations under clause 3.8 of the COC and except where otherwise required under clause 3.11.6, 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.

3.11.3.3 The Contractor shall carry out Maintenance of all items of GFE that require Maintenance in accordance with:

- a. for GFE that is a Mission System, clause 6;
- b. for GFE that is a Mission System Repairable Item, clause 6;
- c. for GFE that is an item of Support and Test Equipment (S&TE), clause 9.3;
- d. for GFE that is an item of Training Equipment, clause 9.4;
- e. for GFE that is an item of computer support equipment, clause 9.7; and
- f. for GFE that is not included in a-e above, the applicable Maintenance manuals.

Note to drafters: The above subclause list may be refined to define the scope of Contractor responsibilities by including the items of GFE in the applicable sections of Annex A. However, if responsibilities are also included in Attachment E, care should be taken to ensure that the same responsibilities are not specified in more than one location in the Contract.

3.11.4 Shared Government Furnished Material (Optional)

Note to drafters: Sharing of GFM can be vital during long-term support contracts; hence, drafters should consider the inclusion of the following clause. If not required, the clause should be deleted and replaced with 'Not used'.

3.11.4.1 The Contractor acknowledges that certain GFM may also be utilised by the Commonwealth and other Commonwealth contractors during the Term.

3.11.4.2 The parties agree that:

- a. the Commonwealth and the Contractor shall act reasonably in sharing such GFM;
- b. any conflicts that arise regarding the use of the shared GFM can be referred by either party to the Commonwealth Representative, who shall decide on the operational priority of the tasks requiring the use of shared GFM;
- c. the Commonwealth Representative shall be guided by the relative operational priority of tasks in deciding which party has priority of use of the shared GFM; and
- d. the Commonwealth Representative's decision on which party has priority of use of shared GFM shall be final and binding.

Note to drafters: 'Operational level' in the following clause may require amendment to align the Maintenance terminology used with the remainder of the Contract.

3.11.4.3 The Commonwealth shall be responsible for the operational level maintenance of shared GFM while in the Commonwealth's care, custody and control.

3.11.5 Update of Contract GFM (Optional)

3.11.5.1 When notified by the Commonwealth Representative, the Contractor shall prepare an update for:

- a. Attachment E in accordance with CDRL Line MGT-900; and
- b. if applicable, Annex A to the SOW in accordance with CDRL Line MGT-910.

3.11.6 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.

The ERP replaced the MILIS for general stocktaking. The following clauses should be amended if other inventory management systems are to be used (eg, COMSARM). The note to tenderers below can be used if future ERP changes will affect stocktaking (eg, for ICT, armaments). If ERP will be used for all applicable stocktaking functions, the note to tenderers can be deleted.

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 clause 3.16 for training in the use of Defence information systems.

3.11.6.1 The Contractor shall develop, deliver and update a Commonwealth Assets Stocktaking Plan (CASP) as part of the SSMP.

3.11.6.2 Without limiting clause 2.4, 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 [...4 OR INSERT APPLICABLE CHAPTER...] and [...INSERT APPLICABLE CHAPTERS / ANNEXES...].

3.11.6.3 The Contractor shall, in accordance with the Approved CASP:

- a. institute, maintain and apply a system for the accounting for and control, handling, preservation, protection and Maintenance of CMCA; and
- b. undertake stocktakes and reporting for CMCA.

3.11.6.4 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 CMCA, the Commonwealth Representative will advise the Contractor of the CMCA that will be subject to stocktake each applicable month; and
- b. when the Contractor manages ERP records for CMCA, the Contractor will conduct stocktaking of these CMCA in accordance with the requirements defined by ERP.

3.11.6.5 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 [...4 OR INSERT APPLICABLE CHAPTER...].

3.11.6.6 The Contractor shall prepare and deliver a Commonwealth Assets Stocktaking Report (CASR) as part of the CSSR.

3.11.6.7 Without limiting clause 2.4, the Commonwealth Representative will assess the CASR to ascertain whether it sufficiently accounts for the CMCA in the possession of the Contractor and will notify the Contractor whether the stocktaking report is Approved or not.

- 3.11.6.8** The Contractor shall promptly conduct investigations into every discrepancy arising from stocktakes of CMCA.
- 3.11.6.9** The Contractor shall immediately notify the Commonwealth Representative of any deficiencies that are discovered through a stocktake of CMCA where:
- a. loss of attractive or sensitive items of any value, including weapons and associated controlled repair parts, classified equipment, and controlled medical supplies, is suspected or confirmed;
 - b. fraud, theft, or misappropriation is suspected or confirmed; or
 - c. an error tolerance threshold has been reached or exceeded, with thresholds of:
 - (i) five percent of the stockholding by quantity, of all stock codes counted; or
 - (ii) one percent of the stockholding by value, of all stock codes counted.

3.12 Technical Data and Software Rights Management (Core)

- 3.12.1** The Contractor shall manage Technical Data and Software rights and restrictions in accordance with clause 5 of the COC and the Approved SSMP.
- 3.12.2** The Contractor shall further develop, deliver and update the Technical Data and Software Rights (TDSR) Schedule in accordance with clause 5.12 of the COC and CDRL Line Number MGT-800, to ensure the accurate recording of Technical Data and Software rights and restrictions for existing, new and modified Technical Data and Software.
- 3.12.3** The Contractor shall provide TDSR Reports, as part of the CSR, to report any changes to Technical Data and Software rights and restrictions, and other relevant Authorisations.
- 3.12.4** The Commonwealth may conduct reviews, which may require access to the premises and the records of the Contractor and Approved Subcontractors, to verify the provision and application of Technical Data and Software rights under the Contract. The Contractor shall facilitate, and shall ensure that Approved Subcontractors facilitate, these reviews.
- 3.12.5** The Contractor shall flow down the reporting and review requirements of clauses 3.12.3 and 3.12.4 to relevant Approved Subcontractors.

3.13 Defence Security Compliance (Core)

3.13.1 Defence Security – General Requirements (Core)

- 3.13.1.1** The Contractor acknowledges that this clause 3.13 does not address system security Services for the Products Being Supported, which are addressed under DSD-ENG-SEC.
- 3.13.1.2** 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.
- 3.13.1.3** The Contractor shall manage security matters under this clause 3.13 in accordance with clause 11.10 of the COC and the Approved SSMP.

3.13.2 Communications Security (Optional)

Note to drafters: Clauses may be added for secure communications equipment and documents. Refer to the SOW Tailoring Guide for optional clauses and Principle 13 of the Defence Security Principles Framework (DSPF) for policy and guidance.

- 3.13.2.1** Not used.

3.13.3 Information Systems Security (Optional)

Note to drafters: Clauses may be added for Information Systems Security. Refer to the SOW Tailoring Guide, Principle 23 of the DSPF, and the Australian Government Information Security Manual (ISM).

- 3.13.3.1** Not used.

3.14 Maintenance of Support Agreements (Optional)

Note to drafters: If the Contractor is not required to maintain support agreements to enable Services, clauses under clause 3.14 can be deleted and the heading annotated as 'Not used'. If retained, drafters must prepare a suitable Annex. Refer to the SOW Tailoring Guide for guidance.

- 3.14.1** The Contractor shall maintain the support agreements identified at Annex [...INSERT ANNEX LISTING...] for the Term.
- 3.14.2** The Contractor shall promptly notify the Commonwealth:
- of any other companies with which it is proposing to establish or has established a [...INSERT TYPE(S) OF AGREEMENT...] relating to work under the Contract; or
 - if the Contractor considers that an agreement with a company identified at Annex [...INSERT ANNEX LISTING...] is no longer required.
- 3.14.3** The Contractor shall make all reasonable efforts to effect a [...INSERT TYPE(S) OF AGREEMENT...] with any Commonwealth nominated vendor/s.
- 3.14.4** The Contractor shall submit a CCP in accordance with clause 11.1 of the COC to amend Annex [...INSERT ANNEX LISTING...] within 20 Working Days (or other timeframe agreed between both parties) of:
- notifying the Commonwealth under clause 3.14.2a;
 - obtaining agreement, in writing, from the Commonwealth Representative that an agreement is no longer required under clause 3.14.2b; or
 - effecting an agreement under clause 3.14.3.
- 3.15 Commonwealth Personnel on Contractor or Approved Subcontractor Premises (Optional)**

Note to drafters: If the Contract does not involve Resident Personnel or MRU, the clauses under clause 3.15 can be deleted and the heading annotated as 'Not used'. Refer to the SOW Tailoring Guide for guidance on the options and how to use and implement this clause.

Option: Include this option when Resident Personnel are required under the Contract.

- 3.15.1** Resident Personnel will be co-located at the Contractor's and/or Approved Subcontractor's premises during the Contract. The terms of reference and requirements for the colocation are set out in Attachment L.
- 3.15.2** The Contractor shall provide and maintain at its premises, and ensure (as applicable) that Approved Subcontractors provide and maintain at their premises, the facilities identified in Attachment L, and give such assistance as is reasonably required to support the Resident Personnel.

Option: Include this option when MRU are required under the Contract.

- 3.15.3** Members Required in Uniform (MRU) will be co-located at the Contractor's and/or Approved Subcontractors premises during the Contract. The terms of reference and requirements for the colocation of MRU are set out in Attachment R.
- 3.15.4** The Contractor shall provide and maintain at its premises, and ensure (as applicable) that Approved Subcontractors provide and maintain at their premises, the facilities identified in Attachment R, and give such assistance as is reasonably required to support the MRU.

- 3.15.5** The facilities provided for Commonwealth Personnel shall be of a standard equal to that provided to the Contractor's Personnel of similar status, and take into account the requirements for comfort and functionality, and meet the WHS requirements of clause 12.3.5.
- 3.15.6** The Contractor shall provide all reasonable assistance to facilitate the Commonwealth arranging clearances for Commonwealth Personnel requiring access to the Contractor's and Approved Subcontractors' premises (as applicable), including where these premises are located outside Australia.

3.15.7 The Commonwealth shall comply with, and shall require persons afforded access under this clause 3.15 to comply with, any relevant safety and security arrangements, regulations and codes of behaviour that apply to the particular Contractor's and Approved Subcontractors' premises.

3.15.8 The Contractor shall include the terms of this clause in applicable Approved Subcontract(s) to ensure that all access, facilities and support assistance specified in this clause 3.15 are provided to the Commonwealth Personnel co-located at Approved Subcontractors' premises.

3.16 Mandated Defence Information Systems (Optional)

Note to drafters: If the Contract does not require the use of Defence Information Systems, the clauses under clause 3.16 can be deleted and the heading annotated as 'Not used'.

3.16.1 Training In Defence Information Systems

3.16.1.1 The Contractor shall ensure that all relevant Contractor Personnel, including Subcontractor Personnel, who are required to use Defence information systems, are trained in the operation of those systems.

3.16.1.2 Before the Operative Date as defined in the Approved Phase In Plan, or after the Operative Date as defined in the Approved SSMP, the Commonwealth shall provide the requisite initial training to allow the Contractor to perform Contract-related activities involving mandated Defence information systems and other Defence information systems, as identified by the Contractor in an applicable Approved plan.

3.16.1.3 Subsequent to the initial training provided under clause 3.16.1.2, the Commonwealth shall provide training for any new or upgraded Defence information system that the Contractor is required to use in the performance of the Contract. Such training requires co-ordination by both parties to ensure that appropriate staff skills can be obtained in advance of the required use of the new or upgraded Defence information systems.

3.16.1.4 In addition to the training provided under clauses 3.16.1.2 and 3.16.1.3, the Commonwealth shall make training available for Contractor Personnel, including Subcontractor Personnel who are replacing existing staff, and who will be required to use these information systems in the performance of the Contract.

3.16.1.5 Training provided to Contractor Personnel, including Subcontractor Personnel, under clauses 3.16.1.2 to 3.16.1.4 shall be provided free of charge by the Commonwealth.

3.16.1.6 For the training being provided under this clause 3.16, the Contractor shall:

- a. nominate the personnel requiring training and provide sufficient personnel details to the Commonwealth to enable training co-ordination (eg, for when access controls to information systems and facilities apply);
- b. ensure that the personnel nominated for training meet any applicable Defence requirements (eg, personnel security clearances) and have a suitable level of general competence in the use of electronic information systems; and
- c. ensure that it and its Subcontractors meet all employer responsibilities, including all salaries, travel, and accommodation allowances for employees during the training.

3.16.2 Use of Defence Information Systems

Note to drafters: Include this clause if the Contractor and/or Subcontractors will be provided with access to Defence information systems.

3.16.2.1 If the Contractor is provided with access to any Defence information systems for the purposes of providing the Services, the Contractor shall ensure that all Contractor Personnel, including Subcontractor Personnel, accessing the Defence information systems:

- a. hold an appropriate security clearance for the Defence information systems;
- b. comply with any policies and procedures applicable to the access and use of the Defence information systems, including the Defence Security requirements specified under the Contract;

- c. not access, use or obtain information from the Defence information systems except to the extent required for the performance of the Contractor's obligations under the Contract; and
- d. store any data items delivered to the Commonwealth on the Defence information systems in an approved document management system, such as [...INSERT EG, 'Objective' OR 'OpenText (ERP)' OR OTHER SOLUTION...].

3.16.2.2 The Contractor acknowledges and agrees that:

- a. the Defence information systems shall be provided to the Contractor on the same basis, configuration and availability as provided to Commonwealth users filling similar roles; and
- b. no modifications or additions to the functionality of the Defence information systems shall be made by the Commonwealth to provide the Contractor with any particular access, Software or service level not otherwise provided in accordance with clause 3.16.2.2a, unless agreed to by the Commonwealth Representative in writing.

3.16.2.3 The Contractor shall take all reasonable steps to ensure that any use of Defence information systems does not damage, interfere with or otherwise compromise the Defence information systems, any information contained within it, or any other Defence information system.

3.16.2.4 The Contractor shall not establish any interface between the Defence information systems and any information system owned or controlled by the Contractor, or by a third party, without the prior written consent of the Commonwealth Representative.

3.16.2.5 If the Commonwealth fails to provide the Defence information systems to the Contractor in accordance with clause 3.16.2.2a, the Contractor may be entitled to may make a claim for Performance Relief in accordance with clause 6.4 of the COC, except to the extent that the failure to provide the Defence information systems was caused by a Contractor Default.

3.16.2.6 The Contractor acknowledges and agrees that, despite any obligation on the Commonwealth to provide Defence information systems, the Commonwealth may refuse access or cease to provide access to the Defence information systems if the Contractor fails to comply with this clause 3.16.2.

3.16.2.7 Where Subcontractor Personnel will be provided with access to Defence information systems for the purposes of performing the Contract, the Contractor shall include the terms of this clause in applicable Subcontract(s).

3.17 Access to Foreign Military Sales (Optional)

Note to drafters: If the Contract does not require access to FMS, clauses under clause 3.17 can be deleted and the heading annotated as 'Not used'.

3.17.1 Subject to the provisions of country-to-country agreements and if the Contractor is unable to access commercially sourced Stock Items, which are required to enable the Contractor to provide the inventory management Service, the Commonwealth may grant access to the US Department of Defense Foreign Military Sales (FMS) system.

3.17.2 The Contractor shall submit details of the FMS requirement to the Commonwealth Representative and, subject to the agreement of the Commonwealth Representative, requests for FMS assistance shall be actioned within 10 Working Days.

3.18 Government Furnished Facilities (Optional)

Note to drafters: If the Contract does not include GFF, clauses under clause 3.18 can be deleted and the heading annotated as 'Not used'.

3.18.1 Initial Inspection of GFF

3.18.1.1 On or before the GFF Licence Application Date for a GFF Licensed Area, the Contractor shall participate in an inspection of the GFF Licensed Area conducted by a representative of the Commonwealth.

3.18.1.2 The Contractor shall within 20 Working Days following the GFF Licence Application Date for a GFF Licensed Area:

- a. inspect the GFF Licensed Area to identify any lost, destroyed, damaged or deficient GFF;
- b. carry out appropriate functional testing to determine whether the GFF Licensed Area is in good and functional repair and condition; and
- c. notify the Commonwealth Representative, setting out the Contractor's satisfaction or dissatisfaction with the GFF Licensed Area, including details of any disparity between the Contractor's findings and the Facilities Condition Report for that area.

3.18.1.3 The Contractor shall not use a GFF Licensed Area, or Commonwealth Property on a GFF Licensed Area, that has been found to be materially damaged, defective or deficient.

3.18.2 Care and Maintenance of GFF

Note to drafters: Consult Security and Estate Group (SEG) to determine if the proposed GFF requires a baseline contamination assessment. If required, the baseline contamination report should be included within the Facilities Condition Report.

3.18.2.1 The Contractor shall keep all GFF Licensed Areas in a clean and tidy condition, having regard to their condition stated in the relevant Facilities Condition Report.

3.18.2.2 The Contractor shall carry out maintenance to the GFF Licensed Area and Contractor Maintained Licensed Fittings in accordance with clause 9.6.

3.18.2.3 Without limiting the Contractor's obligations under clause 3.7 of the COC, except where otherwise required under clause 3.18.3, the Contractor shall, within five Working Days of becoming aware that any Licensed Fitting is lost, destroyed, damaged or deficient, notify the Commonwealth Representative of the event.

3.18.3 Inspections of GFF

3.18.3.1 The Contractor shall provide representatives of the Commonwealth with access to a GFF Licensed Area, in accordance with Attachment O, for the purpose of inspections. The Commonwealth may inspect a GFF Licensed Area to review the condition of the area and any impact of the Contractor's use and occupation of the area on the Environment or heritage.

3.18.3.2 Within 20 Working Days following each anniversary of the GFF Licence Commencement Date, and prior to the end of the GFF Licence Term, for each GFF Licensed Area, the Contractor shall:

- a. undertake an inspection of the Licensed Fittings;
- b. prepare an inventory identifying any Licensed Fittings that were removed or replaced, and the replacement Licensed Fittings, and any other Commonwealth Property made available for the Contractor's use in the GFF Licensed Area; and
- c. provide a copy of the inventory to the Commonwealth Representative.

3.18.3.3 When notified by the Commonwealth Representative, the Contractor shall prepare a CCP to Attachment O, to incorporate changes to the list of Licensed Fittings.

3.18.3.4 Within five Working Days (or such other period as may be agreed in writing by the Commonwealth Representative) after the GFF Licence expires or is terminated or ceases to apply to a GFF Licensed Area, the Contractor shall participate in an inspection of the GFF Licensed Area conducted by a representative of the Commonwealth, in accordance with the GFF Licence and this clause 3.18.

4. OPERATING SUPPORT (OPTIONAL)

Note to drafters: Operating Support is not be required in all support contracts. Refer to the SOW Tailoring Guide for an explanation of Operating Support in the ASDEFCON context and for tailoring these clauses. If Operating Support is not a requirement of the Contract, the clauses under the heading can be replaced with a single 'Not used'.

4.1 Operating Support Management Planning (Core)

Note to drafters: Select Option A for a stand-alone Operating Support Plan or Option B if Operating Support planning is to be included in the SSMP (and remove the OSP from the CDRL).

Option A: Include when a stand-alone Operating Support Plan is required:

- 4.1.1** The Contractor shall develop, deliver and update an Operating Support Plan (OSP) in accordance with CDRL Line Number OPS-100.

Option B: Include when the Operating Support planning is to be rolled up into the SSMP.

- 4.1.2** The Contractor shall address management of, and planning for, Operating Support in the SSMP.

- 4.1.3** The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures and instructions supporting the [...INSERT 'SSMP' OR 'OSP'...] within 10 Working Days of this request.

- 4.1.4** The Contractor shall provide Operating Support Services in accordance with the Approved [...INSERT 'SSMP' OR 'OSP'...].

- 4.1.5** The Contractor shall ensure that all Operating Support Services provided by Subcontractors are provided in accordance with the Approved [...INSERT 'SSMP' OR 'OSP'...].

4.2 Operating Support Reporting (Core)

- 4.2.1** The Contractor shall report on the Operating Support Services as part of the Combined Services Summary Report in accordance with CDRL Line Number MGT-350.

- 4.2.2** The Contractor shall, upon request, make supporting data for reports available to the Commonwealth Representative within five Working Days of this request.

4.3 Operating Support Reviews (Core)

Note to drafters: This review meeting provides the review of Operating Support Services provided in response to Operating Support related DSDs. The meeting also assists the Commonwealth Representative to appreciate the Contractor's overall work flow situation, and assists the Contractor to appreciate the Commonwealth's requirements driving the need for future Operating Support Services.

Select from the following two optional clauses based on the need to conduct separate Operating Support Performance Reviews or include them only as part of Combined Services Performance Reviews. Selecting the separate review does not prevent these from being included in a Combined Services Performance Review when it makes sense to do so.

Option A: For when the Operating Support Performance Reviews are to be included only as part of Combined Services Performance Reviews:

- 4.3.1** The Contractor shall review Operating Support as part of the Combined Services Performance Reviews.

Option B: For when the Operating Support Performance Reviews will, subject to clause 3.4.1.3, be performed separately from the Combined Services Performance Reviews:

- 4.3.2** The Contractor shall convene with the Commonwealth Representative for Operating Support Performance Reviews every [...DRAFTER TO INSERT NUMBER, E.G., SIX, 12...] months.
- 4.3.3** The Contractor shall hold Operating Support Performance Reviews in accordance with the Approved [...INSERT 'SSMP' OR 'OSP'...].
- 4.3.4** Meetings shall be held at the Operating Support facility or at the Contractor's Australian facility, as agreed by the Commonwealth Representative, and shall be chaired by the Commonwealth Representative.

- 4.3.5** These meetings shall:
- discuss the Contractor's performance in relation to the requirements of the Contract drawing information from the Combined Services Summary Reports;
 - discuss performance of the Contractor in reference to the Operating Support performance measures, if applicable;
 - identify and determine action requirements arising from the Contractor's performance in the previous period; and
 - identify and determine action requirements for longer-term Operating Support and related logistics planning.
- 4.3.6** Unless otherwise agreed by the Commonwealth Representative, the Contractor shall ensure that a representative from each Approved Subcontractor providing Operating Support Services attend these meetings.

4.4 Operating Support Services (Core)

Note to drafters: This clause should be amended or expanded (as applicable) based on the DSDs specifying the types of Services to be provided. Selected DSDs should also be tailored.

- 4.4.1** The Contractor shall provide [...DRAFTER TO INSERT TYPE OF OPERATING SUPPORT EG, HELPDESK...] Services in accordance with CSRL Line Number OPS-100.

5. ENGINEERING SUPPORT (OPTIONAL)

Note to drafters: Engineering Support may not be required in all support contracts. Refer to the SOW Tailoring Guide for an explanation of Engineering Support in the ASDEFCON context and for tailoring these clauses. If Engineering Support is not a requirement of the Contract, the clauses under the heading may be replaced with a single 'Not used'.

5.1 Engineering Support Management Planning (Core)

Note to drafters: Select Option A for a stand-alone Contractor Engineering Management Plan (CEMP) or Option B if Engineering Support planning is to be rolled up into the SSMP (and remove the CEMP from the CDRL). If an ADF regulatory / assurance framework will apply to Engineering Support, then a stand-alone CEMP may better enable review.

Option A: Include when a stand-alone CEMP is required.

- 5.1.1** The Contractor shall develop, deliver, and update a Contractors Engineering Management Plan (CEMP) in accordance with CDRL Line Number ENG-100.

Option B: Include when Engineering Management planning is to be rolled-up into the SSMP.

- 5.1.2** The Contractor shall address management of, and planning for, Engineering Support in the SSMP.

- 5.1.3** The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures, instructions and data supporting the [...INSERT 'CEMP' OR 'SSMP'...] within 10 Working Days of this request.

- 5.1.4** The Contractor shall provide Engineering Services in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...].

- 5.1.5** The Contractor shall ensure that all Engineering Services provided by Subcontractors are provided in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...].

Option: The following clause is required if subordinate plans are required, (eg, CMP, Software Support Plan (SWSP)).

- 5.1.6** All engineering plans for the Contract shall be subordinate to the [...INSERT 'CEMP' OR 'SSMP'...].

- 5.1.7** The Contractor shall ensure that Subcontractors develop, update and implement appropriate technical plans, commensurate with the scope of work for each Subcontractor, which results in an integrated and cost-effective technical effort in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...].

- 5.1.8** The Contractor shall submit to the Commonwealth Representative, for Approval, any requirements for temporary exemptions from conducting activities associated with the provision of Engineering Services in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...] and subordinate Engineering Support plans.

5.2 Engineering Support Reporting (Core)

- 5.2.1** The Contractor shall report on the Engineering Services as part of the Combined Services Summary Report in accordance with CDRL Line Number MGT-350.

- 5.2.2** The Contractor shall, upon request, make supporting data for reports available to the Commonwealth Representative within five Working Days of this request.

5.3 Engineering Support Reviews (Core)

Note to drafters: This review meeting provides the review of Engineering Services provided in response to Engineering Support related DSDs. The meeting also assists the Commonwealth Representative to appreciate the Contractor's overall work flow situation, and assists the

Contractor to appreciate the Commonwealth's requirements driving the need for future Engineering Services.

Select from the following two optional clauses based on the need to conduct separate Engineering Support Performance Reviews or include them only as part of Combined Services Performance Reviews. Selecting the separate review does not prevent these from being included in a Combined Services Performance Review when it makes sense to do so.

Option A: For when Engineering Support Performance Reviews are to be included only as part of the Combined Services Performance Reviews:

5.3.1 The Contractor shall review Engineering Support as part of the Combined Services Performance Reviews.

Option B: For when, subject to clause 3.4.1.3, separate Engineering Support Performance Reviews are required:

5.3.2 The Contractor shall convene with the Commonwealth Representative for Engineering Support Performance Reviews every [...INSERT NUMBER, EG, SIX, 12...] months.

5.3.3 The Contractor shall hold Engineering Support Performance Reviews in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...].

5.3.4 Review meetings shall be held at the Contractor's Australian facility, and shall be chaired by the Commonwealth Representative.

5.3.5 These meetings shall:

- a. discuss the Contractor's performance in relation to the requirements of the Contract, drawing information from the Combined Services Summary Reports;
- b. discuss performance of the Contractor in reference to the Engineering Support performance measures, if applicable;
- c. identify and determine action requirements arising from the Contractor's performance in the previous period; and
- d. identify and determine action requirements for longer-term Engineering Support and related logistics planning.

5.3.6 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall ensure that a representative from each Approved Subcontractor providing Engineering Services attend these meetings.

5.4 Engineering Organisation and System Compliance (Optional)

Note to drafters: If required, amend the following clause for the applicable ADF regulatory / assurance frameworks; otherwise, the clauses under clause 5.4 may be replaced with a single 'Not used'. Policies / regulations are directed (principally) at the Commonwealth but specific provisions may be applied to contractors by referring to specific requirements. Drafters should refer to the SOW Tailoring Guide and seek advice from the applicable ADF regulatory / assurance authority(ies). In some cases, more than one ADF regulatory / assurance framework will apply and the following clause will need to be expanded for each applicable framework.

5.4.1 The Contractor shall have the systems, people and resources in place to ensure that Engineering Services are performed in compliance with the following requirements defined in [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...]:

- a. [...INSERT REGULATIONS / DOCUMENT SECTIONS...]; and
- b. [...INSERT REGULATIONS / DOCUMENT SECTIONS...].

Note to drafters: Insert applicable details and amend the following two clauses to suit the individual Contract requirements.

5.4.2 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...].

- 5.4.3** 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 5.4.1 on behalf of the [...INSERT: 'Continuing Airworthiness Manager', 'Principal Engineer', 'Chief Engineer' OR OTHER...].

Note to drafters: The following option may be included if the Contractor's Engineering Services will be assessed for compliance with one or more ADF regulatory / assurance frameworks. For aerospace, compliance (or pre-qualification) with the Defence Aviation Safety Regulations (DASR) will usually be assessed. For Land, Maritime and Explosive Ordnance domains, drafters should seek advice from the relevant authority regarding the need for the Contractor to demonstrate compliance with the respective regulatory / assurance regime, to be assessed by either the regulator / assurance agency or the Commonwealth Representative. The clauses may be further amended if it is known that all tenderers will be pre-qualified.

Option: To be included and amended for an assessment of compliance against a regulatory / assurance framework. The clauses may need duplication if there is more than one framework.

- 5.4.4** The Contractor shall deliver an application for [...INSERT NAME OF ORGANISATION APPROVAL...] in accordance with CDRL Line Number ENG-500 to seek approval, or recognition of prior approval, by the Commonwealth of the Contractor's compliance with [... regulatory / assurance...] requirements for the provision of the Engineering Services.
- 5.4.5** The Contractor shall maintain its status as a [...INSERT NAME OF ORGANISATION APPROVAL...] for the Term, as an Authorisation.
- 5.4.6** The Contractor shall ensure that Engineering Services comply with the requirements of the [...INSERT THE ORGANISATIONAL APPROVAL...] in regards to the application of [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...].

- 5.4.7** 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 clause 5.4.1.

5.5 Engineering Services (Core)

Note to drafters: The following optional clauses should be selected, amended or expanded (as applicable) based on the DSDs specifying the types of Services to be provided. Selected DSDs should also be tailored. Refer to the SOW Tailoring Guide for further guidance on additional DSDs, such as the use of a Contractor Standing Capability to provide Engineering Services that are not priced as Recurring Services.

- 5.5.1** The Contractor shall provide routine Engineering Services in accordance with CSRL Line Number ENG-100.

Option: For when the Contractor is required to provide Configuration Management Services.

- 5.5.2** The Contractor shall provide Configuration Management Services in accordance with CSRL Line Number ENG-200.

Option: For when the Contractor is required to provide Software-support Services.

- 5.5.3** The Contractor shall provide Software-support Services in accordance with CSRL Line Number ENG-300.

Option: For when the Contractor is required to provide System Security Services.

- 5.5.4** The Contractor shall provide System Security Services in accordance with CSRL Line Number ENG-400.

6. MAINTENANCE SUPPORT (OPTIONAL)

Note to drafters: Maintenance Support may not be required in all support Contracts. Refer to the SOW Tailoring Guide for an explanation of Maintenance Support in the ASDEFCON context and for tailoring these clauses. If Maintenance Support is not a requirement of the Contract, these clauses under the heading may be replaced with a single 'Not used'.

6.1 Maintenance Support Management Planning (Core)

Note to drafters: Select Option A for a stand-alone MMP or Option B if Maintenance Support planning is to be included in the SSMP (and remove the MMP from the CDRL). If an ADF regulatory / assurance framework will apply to Maintenance Support, then a stand-alone MMP may better enable review.

Option A: Include when a stand-alone MMP is required.

- 6.1.1** The Contractor shall develop, deliver and update a Maintenance Management Plan (MMP) in accordance with CDRL Line Number MNT-100.

Option B: Include when the Maintenance Management planning is to be included in the SSMP.

- 6.1.2** The Contractor shall address management of, and planning for, Maintenance Support in the SSMP.

- 6.1.3** The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures, instructions and data supporting the [...INSERT 'MMP' OR 'SSMP'...] within 10 Working Days of this request.

- 6.1.4** The Contractor shall provide Maintenance Services in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...].

- 6.1.5** The Contractor shall ensure that all Maintenance Services provided by Subcontractors are provided in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...].

- 6.1.6** The Contractor shall submit to the Commonwealth Representative, for Approval, any requirement for temporary exemptions from conducting activities associated with the provision of Maintenance Services in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...].

6.2 Maintenance Support Reporting (Core)

6.2.1 Maintenance Support Summary Reports (Core)

- 6.2.1.1** The Contractor shall report on the Maintenance Services as part of the Combined Services Summary Report in accordance with CDRL Line Number MGT-350.

- 6.2.1.2** The Contractor shall, upon request, make supporting data for reports available to the Commonwealth Representative within five Working Days of this request.

6.2.2 Maintenance Progress Reports (Optional)

Note to drafters: Progress reports are low level reports useful for weekly / fortnightly / monthly updates. They may be presented before or during Maintenance Progress Review meetings. Refer to Maintenance Progress Reviews in clause 6.3.2. Refer to the SOW Tailoring Guide for optional clauses and additional guidance.

- 6.2.2.1** Not used.

6.3 Maintenance Support Reviews (Core)

6.3.1 Maintenance Support Performance Reviews (Core)

Note to drafters: This meeting provides the major review of Maintenance Services provided in response to Maintenance Support related clauses and DSDs. The meeting also assists the Commonwealth Representative to appreciate the Contractor's overall work flow situation, and

assists the Contractor to appreciate the Commonwealth's requirements driving the need for future Maintenance Services.

Select from the following two optional clauses based on the need to conduct separate Maintenance Support Performance Reviews or include them only as part of Combined Services Performance Reviews. Selecting the separate review does not prevent these from being included in a Combined Services Performance Review when it makes sense to do so.

Option A: For when Maintenance Support Performance Reviews are to be included only as part of Combined Services Performance Reviews.

6.3.1.1 The Contractor shall review Maintenance Support as part of the Combined Services Performance Reviews.

Option B: For when, subject to clause 3.4.1.3, separate Maintenance Support Performance Reviews are required.

6.3.1.2 The Contractor shall convene with the Commonwealth Representative for Maintenance Support Performance Review meetings every [...INSERT NUMBER, EG. SIX, 12...] months.

6.3.1.3 The Contractor shall hold Maintenance Support Performance Review meetings in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...].

6.3.1.4 Review meetings shall be held at the Contractor's Australian facility, and shall be chaired by the Commonwealth Representative.

Note to drafters: Include Maintenance Progress Reports, from clause 6.2, if applicable.

6.3.1.5 These meetings shall:

- a. discuss the Contractor's performance in relation to the requirements of the Contract, drawing information from the Combined Services Summary Reports [...INSERT 'and Maintenance Progress Reports'...];
- b. discuss performance of the Contractor in reference to the Maintenance Support performance measures, if applicable;
- c. discuss significant variations to the anticipated Maintenance arising rates, if any;
- d. identify and determine action requirements arising from the Contractor's performance in the previous period; and
- e. identify and determine action requirements for longer-term Maintenance and related engineering and logistics planning.

6.3.1.6 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall ensure that a representative from each Approved Subcontractor providing Maintenance Services attend these meetings.

6.3.2 Maintenance Progress Reviews (Optional)

Note to drafters: Maintenance Progress Reviews will often be held to discuss the information presented in Maintenance Progress Reports, if they are selected in clause 6.3.2. Refer to the SOW Tailoring Guide if considering Maintenance Progress Reviews. Omit clauses if not required by leaving it as 'Not used'.

6.3.2.1 Not used.

6.4 Maintenance Organisation and System Compliance (Optional)

Note to drafters: If required, amend the following clause for the applicable ADF regulatory / assurance frameworks; otherwise, the clauses under clause 6.4 may be replaced with a single 'Not used'. Policies / regulations are directed (principally) at the Commonwealth but specific provisions may be applied to contractors by referring to specific requirements. Drafters should refer to the SOW Tailoring Guide and seek advice from the applicable ADF regulatory / assurance authority(ies). In some cases, more than one ADF regulatory / assurance framework will apply

and the following clause will need to be expanded for each applicable framework and publication.

6.4.1 The Contractor shall have the systems, people and resources in place to ensure that Maintenance Services are performed in compliance with the following requirements defined in [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...]:

- a. [...INSERT REGULATIONS / DOCUMENT SECTIONS...]; and
- b. [...INSERT REGULATIONS / DOCUMENT SECTIONS...].

Note to drafters: Insert applicable details and amend the following two clauses to suit the individual Contract requirements.

6.4.2 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...].

6.4.3 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 6.4.1 on behalf of the [...INSERT: 'Continuing Airworthiness Manager', 'Principal Maintenance Manager', 'Commonwealth Senior Maintenance Manager' OR OTHER...].

Note to drafters: The following option may be included if Maintenance Services will be assessed for compliance with one or more ADF regulatory / assurance regimes. For aerospace, it is normal for compliance (or pre-qualification) with the DASR to be assessed. For Land, Maritime and Explosive Ordnance domains, drafters should seek advice from the relevant authority regarding the need for the Contractor to demonstrate compliance with the respective regulatory / assurance regime, to be assessed by either the regulator / assurance agency or the Commonwealth Representative. The clauses may be further amended if it is known that all tenderers will be pre-qualified.

Option: To be included and amended for an assessment of compliance against a regulatory / assurance framework. The clauses may need duplication if there is more than one framework.

6.4.4 The Contractor shall deliver an application for [...INSERT NAME OF ORGANISATION APPROVAL...] in accordance with CDRL Line Number MNT-500 to seek approval, or recognition of prior approval, by the Commonwealth, of the Contractor's compliance with [...regulatory / assurance...] requirements for the provision of the Maintenance Services.

6.4.5 The Contractor shall maintain its status as a [...INSERT NAME OF ORGANISATION APPROVAL...] for the Term, as an Authorisation.

6.4.6 The Contractor shall ensure that Maintenance Services comply with the requirements of the [...INSERT THE ORGANISATIONAL APPROVAL...] in regards to the application of [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...].

6.4.7 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 conform to the applicable requirements of clause 6.4.1.

6.5 Maintenance Services (Core)

Note to drafters: The following clauses should be selected and amended, as applicable, based on the DSDs specifying the of Services to be provided. Selected DSDs should also be tailored.

Option: For when the Contractor is required to manage Maintenance Services.

6.5.1 The Contractor shall manage the provision of Maintenance Services, including those Services called up in other Maintenance-series DSDs, in accordance with CSRL Line Number MNT-100.

Option: For when the Contractor is required to provide routine Maintenance Services.

6.5.2 The Contractor shall provide routine Maintenance Services in accordance with CSRL Line Number MNT-200.

Option: For when the Contractor is required to provide administration and Maintenance of information systems.

6.5.3 The Contractor shall provide administration and Maintenance of information systems in accordance with CSRL Line Number MNT-300.

7. SUPPLY SUPPORT (OPTIONAL)

Note to drafters: Supply Support may not be required in all support contracts. Refer to the SOW Tailoring Guide for an explanation of Supply Support in the ASDEFCON context and for tailoring these clauses. If Supply Support is not a requirement of the Contract, the clauses under the heading may be replaced with a single 'Not used'.

7.1 Supply Support Management Planning (Core)

Note to drafters: Select Option A for a stand-alone CSSP or Option B if Supply Support planning is to be included in the SSMP (and remove the CSSP from the CDRL).

Option A: Include when a stand-alone CSSP is required.

- 7.1.1** The Contractor shall develop, deliver and update a Contractor Supply Support Plan (CSSP) in accordance with CDRL Line Number SUP-100.

Option B: For when the Supply Support planning is to be included in the SSMP.

- 7.1.2** The Contractor shall address management of, and planning for, Supply Support in the SSMP.

- 7.1.3** The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures, instructions and data supporting the [...INSERT 'CSSP' OR 'SSMP'...] within 10 Working Days of this request.

- 7.1.4** The Contractor shall provide Supply Services in accordance with the Approved [...INSERT 'CSSP' OR 'SSMP'...].

- 7.1.5** The Contractor shall ensure that all Supply Services provided by Subcontractors are provided in accordance with the Approved [...INSERT 'CSSP' OR 'SSMP'...].

- 7.1.6** The Contractor shall submit to the Commonwealth Representative, for Approval, any requirement for temporary exemptions from conducting activities associated with the provision of Supply Services in accordance with the Approved [...INSERT 'CSSP' OR 'SSMP'...].

7.2 Supply Support Reporting (Core)

- 7.2.1** The Contractor shall report on the Supply Services as part of the Combined Services Summary Report in accordance with CDRL Line Number MGT-350.

- 7.2.2** The Contractor shall, upon request, make supporting data for reports available to the Commonwealth Representative within five Working Days of this request.

7.3 Supply Support Reviews (Core)

Note to drafters: This review meeting provides the review of Supply Services provided in response to Supply Support related DSDs. The meeting also assists the Commonwealth Representative to appreciate the Contractor's overall work flow situation, and assists the Contractor to appreciate the Commonwealth's requirements driving the need for future Supply Services.

Larger contracts or those with complex supply chains may require dedicated Supply Support Performance Reviews but for other contracts, reviews will only be required as part of Combined Services Performance Reviews. Selecting the separate review does not prevent these from being included in a Combined Services Performance Review when it makes sense to do so.

Option A: For when Supply Support Performance Reviews are to be included only as part of the Combined Services Performance Reviews.

- 7.3.1** The Contractor shall review Supply Support as part of the Combined Services Performance Reviews.

Option B: For when, subject to clause 3.4.1.3, separate Supply Support Performance Reviews are required.

7.3.2 The Contractor shall convene with the Commonwealth Representative for Supply Support Performance Reviews every [...INSERT NUMBER, EG. SIX, 12...] months.

7.3.3 The Contractor shall hold Supply Support Performance Reviews in accordance with the Approved [...INSERT 'CSSP' OR 'SSMP'...].

7.3.4 Review meetings shall be held at the Contractor's Australian facility, and shall be chaired by the Commonwealth Representative.

7.3.5 These meetings shall:

- a. discuss the Contractor's performance in relation to the requirements of the Contract, drawing information from the Combined Services Summary Reports;
- b. discuss performance of the Contractor in reference to the Supply Support performance measures, if applicable;
- c. identify and determine action requirements arising from the Contractor's performance in the previous period; and
- d. identify and determine action requirements for longer-term Supply Support and related logistics planning.

7.3.6 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall ensure that a representative from each Approved Subcontractor providing Supply Services attend these meetings.

7.4 Supply Services (Core)

Note to drafters: The following clauses should be selected, amended or expanded (as applicable) based on the DSDs specifying the types of Services to be provided. Clause 7.4.1 links in the 'head DSD' for Supply Services which includes Core Services and options that are to be tailored based on the selection of other DSDs. Selected DSDs should also be tailored.

7.4.1 The Contractor shall provide routine Supply Services in accordance with CSRL Line Number SUP-100.

Option: For when the Contractor is required to provide procurement Services.

7.4.2 The Contractor shall provide Services for the procurement of Products in accordance with CSRL Line Number SUP-200.

Option: For when the Contractor is required to provide Services for Stock Assessment, Codification and Cataloguing.

7.4.3 The Contractor shall provide Services for Stock Assessment, Codification and Cataloguing in accordance with CSRL Line Number SUP-300.

Option: For when the Contractor is required to provide Supply Services using ERP for Supply Chain Management roles.

7.4.4 The Contractor shall provide Supply Services using the Defence Enterprise Resource Planning Solution for Supply Chain Management, in accordance with CSRL Line Number SUP-400.

Option: For when the Contractor is required to provide Warehousing and Distribution Services.

7.4.5 The Contractor shall provide Services for Warehousing and Distribution in accordance with CSRL Line Number SUP-500.

8. TRAINING SUPPORT (OPTIONAL)

Note to drafters: Training Support may not be required in all support contracts. Refer to the SOW Tailoring Guide for an explanation of Training Support in the ASDEFCON context and for tailoring these clauses. If Training Support is not a requirement of the Contract, the clauses under the heading may be replaced with a single 'Not used'.

8.1 Training Support Management Planning (Core)

Note to drafters: Select Option A for a stand-alone Training Support Plan (TSP) or Option B if Training Support planning is to be included in the SSMP (and remove the TSP from the CDRL).

Option A: Include when a stand-alone TSP is required.

- 8.1.1** The Contractor shall develop, deliver and update a Training Support Plan (TSP) in accordance with CDRL Line Number TNG-100.

Option B: Include when the Training support planning is to be included in the SSMP.

- 8.1.2** The Contractor shall address management of, and planning for, Training Support in the SSMP.

- 8.1.3** The Contractor shall make available to the Commonwealth, upon request, all associated plans, processes, procedures and instructions supporting the [...INSERT 'TSP' OR 'SSMP'...] within 10 Working Days of this request.

- 8.1.4** The Contractor shall provide Training Services in accordance with the Approved [...INSERT 'TSP' OR 'SSMP'...].

- 8.1.5** The Contractor shall ensure that all Training Services provided by Subcontractors are provided in accordance with the Approved [... INSERT 'TSP' OR 'SSMP'...].

8.2 Training Support Reporting (Core)

- 8.2.1** The Contractor shall report on the Training Services as part of the Combined Services Summary Report in accordance with CDRL Line Number MGT-350.

- 8.2.2** The Contractor shall, upon request, make supporting data for reports available to the Commonwealth Representative within five Working Days of this request.

8.3 Training Support Reviews (Core)

Note to drafters: This review meeting provides the review of Training Services provided in response to Training Support related DSDs. The meeting also assists the Commonwealth Representative to appreciate the Contractor's overall work flow situation, and assists the Contractor to appreciate the Commonwealth's requirements driving the need for future Training Services.

Contracts with complex Training programs will often require dedicated Training Support Performance Reviews but for other contracts, reviews will only be required as part of Combined Services Performance Reviews. Selecting the separate review does not prevent these from being included in a Combined Services Performance Review when it makes sense to do so.

Option A: For when Training Support Performance Reviews are to be included only as part of the Combined Services Performance Review.

- 8.3.1** The Contractor shall review Training Support as part of the Combined Services Performance Review.

Option B: For when, subject to clause 3.4.1.3, separate Training Support Performance Reviews are required.

8.3.2 The Contractor shall convene with the Commonwealth Representative for Training Support Performance Reviews every [...INSERT NUMBER, EG. SIX, 12...] months.

8.3.3 The Contractor shall hold Training Support Performance Reviews in accordance with the Approved [...INSERT 'TSP' OR 'SSMP'...].

8.3.4 Review meetings shall be held at the Contractor's Australian facility, and shall be chaired by the Commonwealth Representative.

8.3.5 These meetings shall:

- a. discuss the Contractor's performance in relation to the requirements of the Contract, drawing information from the Combined Services Summary Reports;
- b. discuss performance of the Contractor in reference to the Training Support performance measures, if applicable;
- c. identify and determine action requirements arising from the Contractor's performance in the previous period; and
- d. identify and determine action requirements for longer-term Training Support and related logistics planning.

8.3.6 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall ensure that a representative from each Approved Subcontractor providing Training Services attend these meetings.

8.4 Training Services (Core)

Note to drafters: The following clauses should be selected, amended or expanded (as applicable) based on the DSDs specifying the types of Services to be provided. Selected DSDs should also be tailored.

Option: For when the Contractor is required to provide and manage Training Services.

8.4.1 The Contractor shall provide and manage Training Services in accordance with CSRL Line Number TNG-100.

Option: For when the Contractor is required to provide delivery of Training courses.

8.4.2 The Contractor shall provide Services for the delivery of Training courses in accordance with CSRL Line Number TNG-200.

Option: For when the Contractor is required to upkeep Training Materials.

8.4.3 The Contractor shall provide Services for the upkeep of Training Materials in accordance with CSRL Line Number TNG-300.

9. SUPPORT RESOURCES (CORE)

9.1 Personnel (Core)

9.1.1 Personnel (General) (Core)

9.1.1.1 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.

9.1.2 Key Persons Management (Core)

9.1.2.1 The Contractor shall identify, and update as required, the position/person specifications for Key Staff Positions, and the appointed Key Persons for each of the Key Staff Positions, in accordance with the Approved SSMP.

9.1.2.2 The Contractor shall provide the Commonwealth with documentation to support the nomination of any person by the Contractor as a Key Person, including any proposed replacement or substitution of a Key Person under this clause 9.1.2 or under clause 3.12 of the COC. This documentation shall:

- a. demonstrate how the nominated person meets the position/person specifications for the relevant Key Staff Position;
- b. demonstrate how any capability shortfalls of the nominated person will be addressed; and
- c. include an update to position/person specifications for affected Key Staff Positions to reflect any changes in duties and responsibilities that result from the replacement or substitution of a Key Person.

9.2 Technical Data (Core)

Note to drafters: Modify the clauses for the nature and scope of Technical Data Services required. If a clause is deleted (eg, clauses 9.2.3 or 9.2.4), it should be replaced with 'Not used'.

9.2.1 Technical Data Management Planning (Core)

Note to drafters: A TDMP would likely be required if there was a significant amount of work in supporting the Technical Data used and/or owned by the Commonwealth. Select the applicable option. Refer to the SOW Tailoring Guide for further guidance.

Option A: Include for a stand-alone plan.

9.2.1.1 The Contractor shall develop, deliver and update a Technical Data Management Plan (TDMP) in accordance with CDRL Line Number SR-110.

Option B: Include when Technical Data will be managed in accordance with the SSMP.

9.2.1.2 The Contractor shall address the management of Technical Data in the SSMP.

Note to drafters: Amend the following clause to suit the proposed Contract (ie, depending upon the required plans and whether or not Engineering or Maintenance Services are included).

9.2.1.3 The Contractor shall manage and provide Technical Data Services in accordance with the Approved [...INSERT 'TDMP' OR 'SSMP'...] and the Approved Configuration Management Plan (CMP) so as to ensure that all of the requirements of the Contract in respect of Technical Data are met, including:

- a. those set out in this clause 9.2;
- b. those set out in clause 5 of the COC;
- c. those set out in the TDSR Schedule; and
- d. those required to meet the ADF regulatory / assurance framework requirements under clauses 5 and 6.

9.2.2 Technical Data List (Core)

- 9.2.2.1** The Contractor shall develop, deliver and update a TDL in accordance with CDRL Line Number SR-100.
- 9.2.2.2** Without limiting clause 2.4, 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 into Notifiable Incidents under clause 12.4.3;
 - 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 6.2.1.1f of DID-TDATA-TDL); and
 - c. to the extent not covered by clauses 9.2.2.2a and b above, all TD created or updated under the Contract and required to enable the Commonwealth to exercise its default rights set out in clause 5.3.3 of the COC (including, for example, any installation and set-to-work procedures, external interface data, calibration information, and so on).
- 9.2.2.3** The Contractor shall deliver all items of Technical Data identified in the Approved TDL for delivery, in accordance with the Approved TDL, and otherwise in accordance with clause 5.13 of the COC.
- 9.2.2.4** If the Commonwealth Representative requests, in writing, to view an item of Technical Data identified in the TDL that is not designated for delivery to the Commonwealth, the Contractor shall provide the Commonwealth with reasonable access to the requested Technical Data, in order to view the item within the period set out in the request or as otherwise agreed between the parties.
- 9.2.2.5** If, having viewed the item of Technical Data requested under clause 9.2.2.4, the Commonwealth notifies the Contractor that it requires delivery of that item of Technical Data to the Commonwealth, then subject to clauses 3.4 and 5.13 of the COC, the Contractor shall:
- a. update the TDL;
 - b. if applicable, submit a CCP to update the TDSR Schedule; and
 - c. deliver the item of Technical Data as directed by the Commonwealth.
- 9.2.2.6** Unless the item of Technical Data requested under clause 9.2.2.4 was otherwise required to be delivered to the Commonwealth under the Contract, the Contractor shall provide the Technical Data as an S&Q Service (eg, for the reasonable costs of reproducing documents).

9.2.3 Technical Information Library (Optional)

Note to drafters: The Commonwealth should identify likely policies, standards and specifications that would be relevant to the library. These may include references listed in the Glossary and/or identified as GFI or GFD, as applicable. For example, if the Contractor is to maintain IETPs, the DEF(AUST)IPS-5630 and S1000D™ business rules applicable to those IETPs would be listed.

- 9.2.3.1** The Contractor shall maintain a technical information library for any policies, regulations, procedures, and task descriptions required for the performance of the Contract.
- 9.2.3.2** The Contractor shall ensure that its 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: GFD and GFI are not included in the following clause because they are covered by Attachment E (which includes times for delivery) and the respective GFM clauses. If the draft

Contract does not include Phase In, the drafter should amend the following clause, such as 'Within the two months after the Effective Date, the Contractor shall...'.

9.2.3.3 Before the Operative Date, or as otherwise identified in accordance with the Approved Phase In Plan or the Approved Ramp Up Management Plan (if applicable), the Contractor shall request from the Commonwealth Representative a sufficient number of copies of the Commonwealth documents listed in Attachment M necessary for the performance of the Contract. The Commonwealth is not obliged to provide documents that are available in the public domain.

9.2.3.4 The Contractor shall maintain the publications in the technical information library, including the incorporation of Commonwealth-issued amendments and OEM amendments that have been Approved by the Commonwealth.

9.2.4 Publications Update Service (Optional)

Note to drafters: If the Contractor is to provide a Publications Update Service, incorporating updates from OEMs (ie, not provided by the Commonwealth), drafters should retain the following clauses. If not required, drafters should delete the following clauses, including the Note, and replace with 'Not used'. Refer to the SOW Tailoring Guide for guidance.

Note: Publications updates incorporate changes from OEMs and other sources outside of the Commonwealth. These updates are independent of updates for Product modifications.

9.2.4.1 The Contractor shall provide a publication update service for the publications annotated for the 'update service' in Section 6 of Annex A.

Note to drafters: Additional clauses may be inserted here if the Contractor will have responsibilities as a publication sponsor in clause 9.2.5, and if additional documents to facilitate publication are required. Refer to the SOW Tailoring Guide for guidance.

9.2.4.2 Except where otherwise agreed by the Commonwealth Representative, the Contractor shall prepare updates to the publications in the same style and format, and to the same standard specified in the Approved TDMP, as the publications being changed.

9.2.4.3 Unless required urgently in relation to safety or other priority issue agreed by the Commonwealth, the Contractor shall deliver routine publication updates on a [...DEFINE FREQUENCY...] basis.

9.2.5 Publication Sponsorship (Optional)

Note to drafters: Amend the following clauses to define the publication sponsorship Services for Defence publications (refer to the SOW Tailoring Guide). The preceding clause (Publications Update Services) may also require amendment if the Contractor is to be a publication sponsor.

9.2.5.1 The Contractor shall provide the following publication sponsorship Services for the Defence publications identified in Section 6 of Annex A for which the Contractor is annotated as being the publication sponsor:

- a. preparing material to be incorporated into publications;
- b. liaising with Defence publication authorities for the production of publications;
- c. maintaining the distribution lists for the publications;
- d. allocating the appropriate security classification to the publications;
- e. maintaining master copies of all publications (including as structured data files, when applicable) for which the sponsor is responsible;
- f. if applicable, engaging with the sponsors of related publications (eg, for systems that interface with the Products) to co-ordinate publication activities when appropriate, ensure consistency, and reduce duplication between publications;
- g. consulting with users of the publications, including Associated Parties, regarding the readability, content and general suitability of the publications, for consideration in future updates;

- h. if applicable but not previously achieved following the development of a Publication update, obtain the approval or endorsement (as applicable) through the relevant ADF regulatory / assurance authority or Issuing Authority;
- i. ensuring the relevancy and currency of the publications by the regular inclusion of necessary new material and deletion of obsolete material; and
- j. authorising the withdrawal and disposal of the publications when they are no longer required.

9.2.5.2 The Contractor shall undertake publication sponsorship Services in accordance with [...INSERT REFERENCE (EG, AAP 5030.001)...].

9.2.6 Engineering Drawings (Optional)

Note to drafters: Omit the following clause (replace with 'Not used') if Engineering Drawings are not required to be provided to, and/or maintained by, the Contractor.

9.2.6.1 The Contractor shall maintain and update the set of Engineering Drawings identified in Section 6 of Annex A in accordance with CDRL Line Number ENG-400.

9.2.7 Technical Data Management System (Optional)

9.2.7.1 The Contractor shall implement a Technical Data management system, for Contractor-managed Technical Data, which is able to reconstruct the configuration status of the Technical Data at any given date during the Contract period, including the ability to:

- a. generate reports of the configuration status of documents at a specified date (eg, on the date an accident occurs); and
- b. recover or otherwise reconstruct specific documents in the same configuration as defined in a report provided pursuant to clause 9.2.7.1a.

9.2.7.2 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Technical Data management system, for Contractor-managed Technical Data, for the Term.

Note to drafters: If the Technical Data management system is included in the DMS under clause 2.3, include the words in brackets in the following clause; otherwise, delete the words in brackets.

9.2.7.3 [...If any functions required by clause 9.2.7.1 cannot be performed by the Commonwealth using the DMS, required by clause 2.3, ...] the Contractor shall, upon request, use the Technical Data management system to provide the Commonwealth Representative with:

- a. reports that specify the configuration status of Technical Data at the date specified by the Commonwealth Representative, within 10 Working Days of this request (or other timeframe agreed between the parties); and
- b. copies of documents, that are in the same configuration of the specified document at the date specified by the Commonwealth Representative, within 20 Working Days of this request (or other timeframe agreed between the parties).

9.2.7.4 Except where otherwise required by the Contract, the Contractor shall provide the Technical Data requested under clause 9.2.7.3b as an S&Q Service.

9.2.8 Technical Data Investigation (Optional)

Note to drafters: If the Contractor will be required to quarantine and preserve Technical Data for the purposes of accident / incident investigations, retain the following clause. If not required, replace the clause with 'Not used'. Refer to the SOW Tailoring Guide for guidance.

9.2.8.1 The Contractor shall, at the request of the Commonwealth Representative, immediately quarantine, seal, and make available to the Commonwealth for the purpose of an investigation, all Contractor-owned Technical Data and Commonwealth-provided Technical Data and documentation related to this Contract or otherwise related to the Products Being Supported under the Contract.

9.2.9 Modification Orders and Technical Instructions (Optional)

Note to drafters: *If the Contractor will be required to develop Modification Orders or Technical Instructions (eg, as part of an engineering change program), retain the following clause; otherwise, replace the clause with 'Not used'. Refer to the SOW Tailoring Guide for guidance.*

- 9.2.9.1 If the Contractor has been tasked to develop a Modification Order or Technical Instruction, the proposed documentation amendments shall not be incorporated into the affected publications until the Commonwealth Representative issues an Approval to do so.

9.3 Support and Test Equipment (Optional)

Note to drafters: *Refer to the SOW Tailoring Guide for guidance on how to tailor this clause.*

- 9.3.1 The Contractor shall provide all of the S&TE, including handling equipment and hand tools, necessary for the provision of the Services, with the exception of GFE as detailed in Attachment E.
- 9.3.2 The Contractor shall maintain an equipment calibration register for all S&TE that requires calibration and shall, upon request, provide the Commonwealth Representative with access to the equipment calibration register within two Working Days of this request (or other timeframe agreed between the parties).

Note to drafters: *Depending on the S&TE, accrediting agencies other than NATA may be applicable. Amend the following clause as required.*

- 9.3.3 The Contractor shall ensure that S&TE requiring calibration is calibrated by an organisation accredited by the NATA for the class of testing appropriate to the equipment, and in accordance with the documentation for the equipment.
- 9.3.4 The Contractor is responsible for the Maintenance, modification, upgrades and replacement of Contractor-owned S&TE.
- 9.3.5 Subject to clauses 9.3.6, the Contractor shall provide Maintenance Services for Commonwealth-owned S&TE in accordance with clause 6.

Note to drafters: *The following clause may be amended to specify Contractor responsibilities with respect to delivery of S&TE, to enable this other Maintenance to be performed.*

- 9.3.6 If the Contractor does not have full Maintenance responsibilities for an item of S&TE, as defined in Annex A, the Contractor shall make such S&TE available to the Commonwealth, or a third party on behalf of the Commonwealth, to allow such Maintenance to be performed.
- 9.3.7 The Contractor shall not modify S&TE provided as GFE without Commonwealth Approval, unless otherwise stated in the Contract or agreed, in writing, by the Commonwealth Representative.
- 9.3.8 Except where otherwise required by the Contract, the Contractor shall modify S&TE provided as GFE pursuant to clause 9.3.7 as an S&Q Service.

9.4 Training Equipment (Optional)

Note to drafters: *Refer to the SOW Tailoring Guide for guidance on how to tailor this clause.*

- 9.4.1 The Contractor shall provide all of the Training Equipment necessary for the provision of Training Services, with the exception of Training Equipment provided as GFE, as detailed in Attachment E.
- 9.4.2 The Contractor shall maintain an equipment calibration register that includes all Training Equipment that requires calibration and shall, upon request, provide the Commonwealth Representative or a delegated representative with access to that equipment calibration register within two Working Days of this request (or other timeframe agreed between the parties).

Note to drafters: Depending on the Training Equipment, accrediting agencies other than NATA may be applicable. Amend the following clause as required.

- 9.4.3** The Contractor shall ensure that Training Equipment requiring calibration is calibrated by an organisation accredited by NATA for the class of testing appropriate to the equipment, and in accordance with the documentation for the equipment.
- 9.4.4** The Contractor is responsible for the Maintenance, modification, upgrades and replacement of Contractor-owned Training Equipment.
- 9.4.5** Subject to clause 9.4.6, the Contractor shall provide Maintenance Services for Commonwealth-owned Training Equipment in accordance with clause 6.

Note to drafters: The following clause may be amended to specify the Contractor responsibilities with respect to delivery of Training Equipment, to enable this other Maintenance to be performed.

- 9.4.6** If the Contractor does not have full Maintenance responsibilities for an item of Training Equipment, as defined in Annex A, the Contractor shall make such Training Equipment available to the Commonwealth, or a third party on behalf of the Commonwealth, to allow such Maintenance to be performed.

Note to drafters: The following clause will not be required when there are no items of Training Equipment included in the GFE list.

- 9.4.7** The Contractor shall not modify Training Equipment provided as GFE without Commonwealth Approval, unless otherwise stated in the Contract or agreed, in writing, by the Commonwealth Representative.
- 9.4.8** Except where otherwise required by the Contract, the Contractor shall modify Training Equipment provided as GFE pursuant to clause 9.4.7 as an S&Q Service.

9.5 Packaging (Core)

Note to drafters: A clause should be selected from the following options dependent on whether any Packaging will be provided as GFE. If the Commonwealth is providing Packaging, such as reusable shipping containers, specially manufactured containers for road transport or air transportation containers, it should be listed in the GFM at Attachment E Annex A.

Option A: For when Packaging will not be included as GFM.

- 9.5.1** The Contractor shall provide all of the Packaging and packaging materials necessary for the performance of the Services.

Option B: For when Packaging will be included as GFM.

- 9.5.2** The Contractor shall provide all of the Packaging and packaging materials necessary for the performance of the Services, with the exception of the Special Packaging provided as GFM.

- 9.5.3** 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:
- comply with applicable legislative and regulatory requirements, including the WHS Legislation; and
 - meet the requirements of the Contract.

Note to drafters: Consideration should be given to further identifying the specific section(s) of DEF(AUST) 1000C applicable to the types of deliverable items under the Contract.

- 9.5.4** 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. Specifically, in applying DEF(AUST)1000C the Contractor shall:
- identify the NSN (if applicable), serial numbers, use by date and batch lot number:

- (i) use code 128 linear bar codes and GS1 two-dimensional data matrix codes, in accordance with Part 12; and
 - (ii) locate markings in accordance with Part 5, Section A, Annex A, Appendix 1; and
- b. where applicable, package items to the packaging levels defined in Part 2.

9.6 Facilities (Optional)

Note to drafters: Select from the following options, depending upon whether or not GFF will be provided. For additional optional clauses and guidance, refer to the SOW Tailoring Guide.

Option A: For when GFF will not be provided:

- 9.6.1** The Contractor shall provide all of the Facilities necessary for the performance of the Services.

Option B: For when GFF will be provided (include when clause 3.18 is included):

- 9.6.2** The Contractor shall provide all of the Facilities necessary for the performance of the Services, with the exception of GFF listed in Attachment O.

Note to drafters: If Option B (above) is selected, select from the following options to describe Contractor maintenance responsibilities for GFF. The option chosen needs to be consistent with clauses 6.3 and 6.4 of Attachment O and the list of Contractor Maintained Licensed Fittings. If there is more than one GFF Licensed Area, each GFF Licensed Area should be addressed.

Option B-1: Include when the Contractor will maintain the buildings and all the Licensed Fittings (defined as the Contractor Maintained Licensed Fittings).

- 9.6.3** The Contractor shall carry out maintenance as is necessary to maintain the GFF Licensed Area (including Licensed Fittings) in good and functional repair and condition.

Option B-2: Include when SEG will maintain the buildings and the Contractor will maintain all or some of the Licensed Fittings (defined as the Contractor Maintained Licensed Fittings).

- 9.6.4** The Contractor shall carry out maintenance as is necessary to maintain the Contractor Maintained Licensed Fittings in good and functional repair and condition.

Option: Include this clause with Option B. Edit to include 'GFF Licensed Area' for Option B-1 or 'Contractor Maintained Licensed Fittings' for Option B-2.

- 9.6.5** The Contractor shall maintain the [...INSERT 'GFF Licensed Area' OR 'Contractor Maintained Licensed Fittings'...] in accordance with all applicable laws and the applicable maintenance manuals, manufacturer's recommendations, and otherwise in accordance with good industry practice.

Note to drafters: The following option is for specialised maintenance or other responsibilities allocated to the Contractor via Annex A to the SOW, in addition to the GFF Licence. For example, embedded equipment (eg, caisson doors or hangar doors) that need specialised maintenance.

Option C: For use if GFF requires specific support activities, as defined in Annex A.

- 9.6.6** In addition to the general care and maintenance requirements defined in the GFF Licence, the Contractor shall carry out the specific support and maintenance activities for which the Contractor has been allocated responsibility as defined in Section 7 of Annex A.

9.7 Computer Support (Optional)

Note to drafters: Refer to the SOW Tailoring Guide for guidance on how to tailor this clause.

- 9.7.1** The Contractor shall provide all of the computer support required to enable the provision of the Services, with the exception of GFE.
- 9.7.2** The Contractor is responsible for the Maintenance, modification, upgrades and replacement of Contractor-owned computer support equipment.

- 9.7.3** Except where otherwise required by the Contract, Maintenance Services and modifications for Commonwealth-owned computer support equipment provided as GFE will be provided by the Commonwealth.

Note to drafters: The following clause may be amended to specify Contractor responsibilities with respect to delivery of computer support equipment to enable Maintenance to be performed.

- 9.7.4** To allow for the Maintenance and modification of Commonwealth-owned computer support equipment, the Contractor shall make computer support equipment available to the Commonwealth, or a third party on behalf of the Commonwealth.

Option: To be included / modified if the Contractor will provide software to the Commonwealth.

- 9.7.5** The Contractor shall ensure that all software files to be provided to the Commonwealth Representative in the course of provision of Services, plans and reports, are compatible with the Defence Standard Operating Environment (SOE), as advised by the Commonwealth Representative, or other applications specifically required by the Contract.

10. AUSTRALIAN INDUSTRY CAPABILITY (CORE)

Note to drafters: This clause includes AIC Subcontractors. If the draft Contract will not include AIC Subcontractors, then the clause may be amended to remove them.

10.1 AIC Management (Core)

- 10.1.1** The Contractor shall develop, deliver and update the AIC Plan in accordance with CDRL Line Number AIC-100.
- 10.1.2** The Contractor shall manage and conduct the AIC program in accordance with the Approved AIC Plan, this clause 10, Attachment F, and clause 4 of the COC.
- 10.1.3** The Contractor shall provide progress and performance reports for the AIC program as part of each applicable CSR, as required by the CDRL.
- 10.1.4** The Contractor shall provide an AIC Compliance Certificate at the same time as each applicable CSR delivery. The Contractor shall also ensure that each AIC Subcontractor provides an AIC Compliance Certificate, which are to be included with each applicable CSR.

Option: Include these clauses when ACE Measurement Points are included in the Contract.

- 10.1.5** The Contractor shall also provide an AIC Compliance Certificate to accompany each Australian Contract Expenditure (ACE) measurement report, as required under clause 10.1.6. The parties acknowledge that AIC Subcontractors are not required to provide AIC Compliance Certificates to accompany the ACE measurement reports.
- 10.1.6** The Contractor shall provide an ACE measurement report within 30 Working Days after the occurrence of an ACE Measurement Point, which provides sufficient information and supporting documentation to establish, to the satisfaction of the Commonwealth Representative:
- a. the Achieved ACE Percentage at that ACE Measurement Point; and
 - b. that the Achieved ACE Percentage has been properly determined in accordance with the Contract.
- 10.1.7** The ACE measurement report required under clause 10.1.6 shall include a breakdown of the actual costs incurred for the Recurring Services, up until and including the ACE Measurement Point, with this breakdown to be provided to level 4 of the CWBS in respect of each of the following categories, separating amounts in respect of each category into ACE and Imported Contract Expenditure (ICE):

Note: This cost breakdown is only required for the Contractor and each AIC Subcontractor.

- a. in respect of the Contractor:
 - (i) labour costs (excluding labour provided through a Subcontract);
 - (ii) materials costs (excluding materials provided through a Subcontract);
 - (iii) other direct costs, including travel and accommodation costs;

Note to drafters: Subcontract price data adds accuracy to ACE measurement reports, but it incurs overheads. In the following subclause, insert the number of Subcontractors (other than AIC Subcontractors) to report a breakdown of ACE and ICE, with the remaining Subcontracts presented as a consolidated result (eg, 'the top five' provide individual ACE and ICE results with all other Subcontractors consolidated 'as the sixth entry'). The numbers inserted will depend on the nature and value of the Contract. The data presented will be price-level data; the Contractor is not expected to obtain cost-level data from Subcontractors.

Refer to TDR D-2.7 – the number of Subcontractors in this subclause, plus the number of AIC Subcontractors (in subclause b), should be consistent with (but may be more than) the number requested in tender responses in relation to Approved Subcontractors. Also consider the

deeming rates for Subcontracts in the ACE Measurement Rules, and any changes to the thresholds in clause 9 of draft Attachment B.

- (iv) Subcontract prices (other than prices for AIC Subcontractors and their Subcontractors, with the breakdown of the Subcontract price into ACE and ICE amounts to be provided for each of the top [...INSERT NUMBER...] Subcontractors (by price), with all other Subcontractors provided as the [...INSERT NUMBER (TH)...] entry, showing consolidated amounts for ACE and ICE);
- (v) indirect overheads; and
- (vi) all remaining price elements, including management reserve, profit and incentives, as applicable to the Contractor's work scope and in relation to Subcontracts, and

b. in respect of each AIC Subcontractor:

Note to drafters: Data for AIC Subcontractors will be price-level data, allocated to the categories listed below. The Commonwealth may obtain cost-level data through Approved Subcontractor Deeds.

- (i) labour prices (excluding labour provided through a Subcontract);
- (ii) materials prices (excluding materials provided through a Subcontract);
- (iii) other direct prices, including travel and accommodation; and

Note to drafters: In the following subclause, insert the number of Subcontractors to each AIC Subcontractor to report a breakdown of ACE and ICE, with the results consolidated for the remaining Subcontractors (eg, the top two provide individual ACE and ICE results with all other Subcontractors consolidated as the third entry). Amend the subclause if all Subcontract results are to be consolidated (eg, "Subcontract prices (consolidated amounts for ACE and ICE for all Subcontractors to the AIC Subcontractor)"). The data presented will be price-level data; AIC Subcontractors are not expected to obtain cost-level data from their Subcontractors.

- (iv) Subcontract prices (inclusive of all Subcontractors to the AIC Subcontractor, with the breakdown of the Subcontract price into ACE and ICE amounts to be provided for each of the top [...INSERT NUMBER...] Subcontractors (by price), with all other Subcontractors provided as the [...INSERT NUMBER [RD, TH]...] entry, showing consolidated amounts for ACE and ICE).

10.1.8 When a CSR is due at approximately the same time as the ACE measurement report, the Contractor may submit a single AIC Compliance Certificate to cover both requirements.

10.1.9 Without limiting the respective parties' rights and obligations under clause 11.7 of the COC, the Commonwealth may conduct:

- a. a review at the Contractor's premises prior to, or following, the submission of the first CSR to assess and verify the adequacy of the Contractor's financial management information system and data collection methods, particularly to confirm the implementation of the ACE Measurement Rules in accordance with clause 7.15 of the COC; and
- b. AIC program reviews, no more frequently than annually, at the Contractor's premises and/or the premises of AIC Subcontractors to verify the nature and level of the work actually performed and the achievements against the requirements of this clause 10 and Attachment F, including against the Approved AIC-related plans and the Subcontractor AIC Plans.

10.1.10 The Contractor shall facilitate, and shall ensure that AIC Subcontractors facilitate, the AIC program reviews undertaken in accordance with clause 10.1.9.

10.1.11 The Contractor shall flow down the AIC program review requirements of this clause 10.1 to AIC Subcontractors.

10.2 General AIC Activities (Core)

10.2.1 General

- 10.2.1.1** The Contractor shall undertake the required activities to support the achievement of the AIC Objectives in accordance with the Approved AIC Plan and other applicable Approved plans, including:

Note to drafters: Amend the following subclauses to suit the requirements of the Contract. See AIC Guide for ASDEFCON for further guidance.

- a. undertaking, designing, developing, implementing, and achieving Acceptance of (as applicable) the Australian Industry Activities (AIAs) identified in Attachment F, including undertaking any activities that are necessary or incidental to these AIAs, such as the transfer of technology, TD/IP, know-how and know-why;
- b. collaborating with the Commonwealth to identify Performance Measures, which are relevant to the measurement of AIC outcomes during particular stages of, or activities under, the Contract and incorporating these Performance Measures into the Contract in accordance with clause 1.2 of Annex B to Attachment P, including the data to be collected, associated collection methods, and analysis techniques;
- c. conducting AIC progress meetings to review progress against the Approved AIC-related plans, Subcontractor AIC Plans, and the activities required under this clause 10, with these AIC progress meetings to be conducted as part of each CPR under clause 3.4.7;
- d. continually assessing the capabilities of Australian Industry in relation to the provision of support for the Products Being Supported to identify any Industrial Capability and/or skills gaps, including in relation to Sovereignty, and report these to the Commonwealth at the AIC progress meetings or as otherwise required to meet the requirements of the Contract;
- e. continually and proactively working to identify additional opportunities for Australian Industry (particularly SMEs and Local Businesses) to participate in the Contract work and include these opportunities into the Contract in accordance with the Approved AIC Plan and clause 10.2.2; and
- f. conducting other activities as set out in this clause 10, Attachment F, and the Approved AIC Plan.

10.2.2 Opportunities to Enhance AIC

- 10.2.2.1** The Contractor acknowledges that opportunities to promote and enhance the AIC Objectives ('**Australian Industry Opportunities**' or '**AIOs**') will arise during the Term, including:

Note to drafters: Amend the following clause if CSC Services are included in the Contract.

- a. opportunities that the Contractor and/or an AIC Subcontractor identify to create or enhance Industrial Capabilities or to expand the scope of work being undertaken by Australian Entities (particularly SMEs and Local Businesses), including opportunities that arise out of changes to the Contract through CCPs or proposed S&Q Services [...or proposed CSC Tasks...]; and
- b. opportunities arising out of proposed procurements relating to the Products Being Supported and/or the Materiel System, which are those procurements that:
 - (i) are identified in the Approved AIC Plan as providing opportunities for Australian Industry;
 - (ii) arise due to a need to implement new Subcontracts (eg, as part of a Major Change to the Mission System or arising out of the CIE Program or proposed S&Q Services); or
 - (iii) arise due to existing Subcontracts proving to be unsatisfactory for reasons identified by either the Contractor or the Commonwealth (eg, due to performance issues and/or Sovereignty concerns), including as identified

through the performance monitoring and measurement requirements of the Contract,

(collectively known as '**Procurement-related AIOs**').

10.2.2.2 The parties further acknowledge that the types of opportunities identified at clause 10.2.2.1 will have a natural level of AIC (including ACE) associated with them, but that, with investment by the Contractor, an AIC Subcontractor and/or the Commonwealth, the outcomes against the AIC Objectives and/or the ADF Capability Objectives (eg, in relation to Sovereignty) may be able to be significantly enhanced. Where such circumstances arise, the Contractor shall, and shall ensure that AIC Subcontractors:

- a. actively consult with the Commonwealth in relation to the identified opportunities; and
- b. except where otherwise agreed in writing by the Commonwealth Representative, manage and progress the identified opportunities as potential Innovations / Efficiencies under the CIE Program in accordance with clause 13.

10.2.3 Subcontracting Requirements for AIC (Core)

10.2.3.1 The Contractor shall flow down AIC program management requirements into each Subcontract with an AIC Subcontractor, which requires the AIC Subcontractor to:

- a. develop, deliver and update a Subcontractor AIC Plan, which details the specific activities and other commitments that the AIC Subcontractor will undertake in connection with the performance of its Subcontract;
- b. report achievements against the Subcontractor AIC Plan; and
- c. conduct other activities, as required by the Contract, to support achievement of the AIC Objectives.

10.2.3.2 Upon request, the Contractor shall provide the Commonwealth Representative with a copy of the Subcontractor AIC Plan(s) within five Working Days of the request.

10.2.3.3 The Contractor shall ensure that AIC Subcontractors manage and conduct their AIC programs in accordance with their Subcontractor AIC Plans.

10.2.3.4 The Contractor shall identify the Technical Data to be used by ANZ Subcontractors in the TDL delivered in accordance with clause 9.2.2.

10.2.3.5 If, at any time, the Contractor identifies any Issues or risks related to the provision of Technical Data to an ANZ Subcontractor, which could materially affect or undermine the achievement of the AIC Obligations, the AIC Objectives, or the work allocated to an ANZ Subcontractor, the Contractor shall notify the Commonwealth within five Working Days of identifying the Issue(s) or risk(s).

10.2.3.6 The Commonwealth may request an ad hoc meeting, in accordance with clause 3.4.6, to address the Issue(s) or risk(s) identified in accordance with clause 10.2.3.5.

10.3 Development and Sustainment of Defence-Required Australian Industry Capabilities (Optional)

Note to drafters: Include this clause if the Contract will include one or more DRAICs otherwise, delete the clause and annotate the heading as 'Not used'. DRAICs may specify requirements relating to Sovereign Defence Industrial Priorities (SDICPs) or other key Industry Capabilities (not related to SDIPs) that enable ADF Capability. Refer to Attachment F and the AIC Guide for ASDEFCON for further information.

10.3.1 General

10.3.1.1 The Contractor acknowledges and agrees that:

- a. the Defence-Required Australian Industrial Capabilities (DRAICs) applicable to the Contract are set out in Attachment F, including any operating and support concepts and associated functional, performance and programmatic requirements applicable to each DRAIC;

- b. a fully operational and supported DRAIC is a system that comprises a set of DRAIC Elements, such as equipment, facilities, personnel and Technical Data, which are organised in a manner that enables the DRAIC to provide the required Industrial Capability(ies);
- c. the plans for developing and implementing a DRAIC need to address how the required DRAIC Elements are identified, defined, implemented and integrated together to produce a fully operational and supported DRAIC;
- d. each DRAIC will be subject to a process of assurance leading to Acceptance, in whole or in part, in accordance with the requirements of clause 10.3.2 and clause 6.8 of the COC; and
- e. for each DRAIC that will be wholly Accepted as a complete and operational DRAIC under the Contract, the DRAIC will be:
 - (i) operated (or employed) by the Australian Entity within which the DRAIC has been implemented (which may be the Contractor, an AIC Subcontractor or other Subcontractor (eg, an SME or Local Business)); and
 - (ii) sustained in accordance with this clause 10.3 and any support concepts and requirements pertaining to the DRAIC set out in Attachment F.

10.3.1.2 The Contractor shall address planning for the development, implementation, delivery and assurance of DRAICs (to satisfy the Industrial Capability and programmatic requirements in Attachment F) in:

Note to drafters: Ensure that Operative Date requirements in clause 1.5 of the COC identify any applicable DRAIC requirements for implementation and Acceptance.

- a. the PHIP, for those DRAICs:
 - (i) that are required to be Accepted prior to the Operative Date; or
 - (ii) for which implementation is required to be commenced prior to the Operative Date, but Acceptance will not occur until after the Operative Date; and

Note to drafters: Include reference to the RUMP in the following clause if a RUMP will be required under the Contract. The other applicable plans will include the governing plans for each of the Support System Constituent Capabilities as well as other specific plans, such as a Software Support Plan (SWSP) (if required).

- b. the AIC Plan, [... RUMP ...] and other applicable plans, for those DRAICs required to be Accepted after the Operative Date.

10.3.1.3 The Contractor shall manage and conduct the development, implementation, delivery, assurance and sustainment of the DRAICs in accordance with this clause 10.3, and the applicable Approved governing plans in accordance with clause 10.3.1.2.

10.3.2 DRAIC Development, Implementation and Acceptance

10.3.2.1 The Contractor shall:

- a. collaborate with the Commonwealth and any applicable AIC Subcontractor(s) to ensure that the detailed operating and support concepts and associated requirements for each DRAIC are appropriately derived from the higher-level needs and requirements set out in the Contract (eg, Attachment F) and agreed between the parties;
- b. to the extent applicable to each DRAIC, ensure that the following activities are undertaken in conjunction with any applicable AIC Subcontractor(s):
 - (i) identify and define the requirements for each of the DRAIC Elements;
 - (ii) identify, define, design and construct the infrastructure and facilities required for the DRAIC;
 - (iii) identify, define and document the processes required to enable the DRAIC to undertake its required activities, including those activities required to sustain the DRAIC;

- (iv) identify, define, design, develop, procure and/or install the equipment, Information and Communications Technology (ICT), Software and Technical Data elements required for the DRAIC, including for sustaining the DRAIC;
- (v) identify, recruit, transfer, and/or train the personnel required to enable the DRAIC to undertake its required activities, including for sustaining the DRAIC;
- (vi) integrate the DRAIC Elements to produce a fully operational and supported DRAIC; and

Note: The Commonwealth may Accept and may choose to own strategically significant items of equipment or Software that form part of the DRAIC, but if not, the Commonwealth will only Accept the DRAIC as a complete entity in accordance with clause 10.3.2.3.

- (vii) undertake the necessary assurance activities leading to Acceptance of the DRAIC; and

- c. undertake the required work to define, develop and implement each DRAIC to satisfy any programmatic requirements for that DRAIC, including those requirements identified in Attachment C and Attachment F.

10.3.2.2 The Contractor shall report on the progress of, and any Issues or risks identified in relation to, the development, implementation and, where applicable, operation of the DRAICs:

- a. as part of the standard reports required under the Contract, including the PMMR (if applicable in accordance with clause 3.2.5.3), CSR, Issue Register and Risk Register; and
- b. if urgent action is required to address the identified Issue(s) or risk(s), by notice within five Working Days of identifying the Issue(s) or risk(s).

10.3.2.3 Except to the extent set out elsewhere in the Contract, the Commonwealth will not Accept any individual DRAIC Elements, but will Accept the DRAIC when it is complete and both operational and supported.

10.3.2.4 When either the Commonwealth or the Contractor assesses that a DRAIC is ready for Acceptance, the Contractor shall hold a DRAIC Readiness Review (DRAICRR) in accordance with Attachment F and the Approved AIC Plan.

10.3.2.5 The Contractor acknowledges that the objectives of the DRAICRR are to:

- a. demonstrate that the DRAIC meets the required criteria to enable Acceptance of the DRAIC to be achieved, including that the DRAIC meets the applicable requirements of the Contract;
- b. confirm that the required DRAIC Elements are in place and the DRAIC can perform the required operating and support functions for the sustainment and/or evolution of the Products Being Supported and/or the Capability or Other Capabilities; and
- c. confirm that support arrangement for sustaining the DRAIC are in place, such that it is, and will be, operational when required and for the duration required.

10.3.2.6 The Contractor's entry criteria, exit criteria and objectives for DRAICRR shall include those defined in Attachment F.

10.3.3 DRAIC Operations, Sustainment and Ongoing Assurance

10.3.3.1 For each DRAIC that is to be Accepted under the Contract, the Contractor shall, and shall ensure that (to the extent required) AIC Subcontractors:

- a. commence operating or utilising each DRAIC to achieve the purposes for which it was established as soon as practicable after it has been Accepted; and
- b. except where otherwise agreed in writing by the Commonwealth Representative, not utilise any other means to undertake the required activities intended to be performed by each DRAIC or to achieve the required outcomes to be provided by the DRAIC.

10.3.3.2 The Contractor shall, and shall ensure that (to the extent required) AIC Subcontractors, sustain all DRAICs that:

- a. have been established by the Contractor or an AIC Subcontractor under the Contract; and
 - b. are resident in the Contractor or an AIC Subcontractor,
- until the earlier of:
- c. expiry or termination of the Contract; or
 - d. a particular timeframe agreed in writing by the Commonwealth Representative (including through the Approved AIC Plan).

10.3.3.3 The Contractor acknowledges and agrees that sustaining a DRAIC includes ensuring that it is, and will be, operational when required, which includes ensuring that the respective DRAIC Elements are serviceable, current and/or available (as applicable), including that:

- a. the infrastructure, facilities, ICT and equipment for both operations and support are maintained and serviceable;
- b. all plans and procedures for both operations and support are in place, up-to-date and available to DRAIC personnel; and
- c. all DRAIC personnel for both operations and support are qualified to undertake their respective activities and can be made available to undertake these activities in a timeframe that enables the DRAIC to be operational when required.

Note: *The following clause applies to any DRAICs that have been established in either a Subcontractor to the Contractor or a Subcontractor to an AIC Subcontractor.*

10.3.3.4 For any DRAICs not covered by clause 10.3.3.2, which have been established under the Contract and will be required only intermittently during the remainder of the Contract (eg, due to variations in demand), the Contractor shall ensure that assurance activities are conducted [..., including in accordance with clause 10.4.4,...] to continually monitor and assess the ongoing viability of those DRAICs, with the aim of ensuring that they will be available when required for the subsequent Contract activities or for the sustainment of the Materiel System (as applicable).

10.3.3.5 The Contractor shall report on any Issues or risks identified in relation to the ongoing viability and sustainment of those DRAICs covered by clause 10.3.3.4 as part of the standard reports required under the Contract, including the PMMR (if applicable in accordance with clause 3.2.5.3), CSR, Issue Register and Risk Register.

10.4 Supply Chain Management (Optional)

Note to drafters: *Refer to the AIC Guide for ASDEFCON for guidance, including if a Supply Chain Management Plan should be required and options for further supply chain activities.*

10.4.1 General

10.4.1.1 The parties acknowledge and agree that this clause 10.4 addresses those supply chain and related activities that enable and actively promote achievement of the AIC Objectives, including:

Note to drafters: *Delete reference to clause 3.14 in the following clause if that clause is not included in the SOW.*

- a. the implementation, ongoing management and, where applicable, development of the contracting and related networks that provide goods and services to satisfy the requirements of the Contract, including the Contractor, direct Subcontractors, lower-tier Subcontractors, and related entities (eg, OEMs) that are subject to other types of agreements, such as support agreements under clause 3.14;
- b. the overall coordination across all other Services (eg, across the different Support System Constituent Capabilities) to address supply chain considerations from the perspective of Australian Industry, including (for example) the necessary interactions with:
 - (i) the logistics aspects of a supply chain (ie, the delivery system comprising organisations, people, activities, information, and resources that are involved in supplying a product or service to the Commonwealth); and

- (ii) the specialist networks that must exist to satisfy the regulatory / assurance or similar requirements of the Contract (eg, Design Support Networks and Maintenance Support networks);
- c. procurement and subcontracting activities relating to suppliers that either are, or may become, Subcontractors, including for the Procurement-related AIOs, as defined under clause 10.2.2.1b;

Note to drafters: Include any procurement-specific objectives or outcomes in the following clause, such as may be included under Commonwealth Requirements for Supply Chain Implementation and Development under clause 10.4.3. Refer to the AIC Guide for ASDEFCON for further guidance.

- d. [...INSERT PROCUREMENT SPECIFIC REQUIREMENTS IF ANY...]; and
- e. supply chain assurance, including supply chain monitoring.

10.4.1.2 Without limiting or otherwise affecting the operation of the parties' rights and obligations in the Contract, the Contractor shall undertake, and shall ensure that AIC Subcontractors undertake, all supply chain management activities:

- a. in accordance with the Approved AIC Plan, the respective Subcontractor AIC Plans, other applicable governing plans (eg, Approved MMP and Approved IEIP), and this clause 10.4; and
- b. in a manner that promotes achievement of the AIC Objectives.

10.4.2 Procurement Activities Leading to Subcontract – Requirements for AIC

10.4.2.1 The parties acknowledge and agree that the requirements under this clause 10.4.2 are only applicable to those activities associated with engaging with potential Subcontractors in relation to Procurement-related AIOs.

10.4.2.2 In undertaking the procurement activities leading to the establishment of a Subcontract for the scope of procurements covered by clause 10.4.2.1, the Contractor shall support the achievement of the AIC Objectives by:

- a. structuring the activities to maximise opportunities for Australian Industry to participate in the procurement on a fair and equitable basis;
- b. seeking advice from applicable representative organisations / advocates (eg, the Office of Defence Industry Support (ODIS)), including to identify opportunities for Australian Entities (particularly SMEs and Local Businesses), with the aim of establishing and/or helping to maintain a sustainable industry base in support of the Contract work and, where applicable, the Capability and Other Capabilities;
- c. wherever applicable, ensuring that the procurement activities address any AIAs set out in Attachment F;
- d. for procurement activities relating to a supplier that either is, or may become, an Approved Subcontractor, working collaboratively with the Commonwealth to understand the full extent of the potential capability and capacity of Australian Industry to meet the requirements of each procurement, including any procurement-specific Sovereignty requirements;
- e. where, as part of its procurement activities to establish a Subcontract, the Contractor identifies an Australian Entity where the goods and/or services from that supplier require further development to be suitable for incorporation into the Services, the Contractor shall:
 - (i) advise the Commonwealth accordingly; and
 - (ii) unless otherwise notified in writing by the Commonwealth, progress this procurement activity as a potential Innovation / Efficiency under the CIE Program in accordance with clause 13; and
- f. where the Contractor envisages that the procurement activities will produce an outcome that does not support achievement of the AIC Objectives (eg, an Australian Entity will not be selected) and this circumstance was not identified in the Approved

documentation covering the procurement (eg, the Approved AIC Plan or the Approved S&Q Order), the Contractor shall liaise with the Commonwealth to determine the way forward, including (where applicable) progressing the procurement activity as a potential Innovation / Efficiency under the CIE Program in accordance with clause 13.

- 10.4.2.3** The Contractor shall report on its procurement activities, leading to the establishment of Subcontracts within the scope of procurements covered by clause 10.4.2.1, as part of the CSR.

10.4.3 Commonwealth Requirements for Supply Chain Implementation and Development

Note to drafters: Refer to the AIC Guide for ASDEFCON for guidance on potential clauses to be included here, such as regional engagement and development (eg, for Local Businesses), prequalification of suppliers, industry forums, monitoring and repatriation of overseas services / supplies, and Subcontractor workforce development and management.

10.4.3.1 [...INCLUDE PROCUREMENT-SPECIFIC REQUIREMENTS IF ANY...]

10.4.4 Supply Chain Assurance

- 10.4.4.1** The Contractor shall conduct, and shall ensure that its AIC Subcontractors conduct (to the extent required), assurance activities in accordance with the Approved AIC Plan [... INSERT "and Approved ISSMP" IF APPLICABLE...] to monitor and assess the ANZ Sovereignty-related elements of their supply chain for the Products Being Supported, which are:

- a. those Industrial Capabilities (including DRAICs and other applicable AIAs identified in Attachment F) resident in Subcontractors (other than AIC Subcontractors) that are required to sustain and/or evolve the Products Being Supported; and
- b. the ANZ elements of the Contractor's supply chain (including the ANZ elements of the AIC Subcontractors' supply chains) that are expected to be required during the sustainment phase for the Products Being Supported,

with the aim of ensuring that those Industrial Capabilities and ANZ elements of the Contractor's supply chain will be available when required over the Term and, to the extent practicable, enduring for the life of the Products.

- 10.4.4.2** The Contractor shall report to the Commonwealth on any Issues or risks identified in relation to the Sovereignty-related elements of their supply chain for the Products Being Supported:

- a. as part of the standard reports required under the Contract, including the CSR, Issue Register and Risk Register; and
- b. if urgent action is required to address the identified Issue(s) or risk(s), within 10 Working Days of identifying the Issue(s) or risk(s).

- 10.4.4.3** If requested by the Commonwealth Representative, the Contractor shall meet with the Commonwealth to discuss the Issue(s) or risk(s) identified pursuant to clause 10.4.4.2.

- 10.4.4.4** This meeting shall be conducted as an ad hoc meeting in accordance with clause 3.4.6, with the objective of the meeting being to determine the best approach to address the Issue(s) and mitigate the risks(s) (which, for clarity, could include doing nothing). The Contractor shall ensure that AIC Subcontractors' representatives participate in the meeting where relevant to the Issue(s) and risk(s) being addressed.

- 10.4.4.5** If the parties agree that the best approach to resolving the Issue(s) or risk(s) requires a change to the Contract, the Contractor shall raise a CCP in accordance with clause 11.1 of the COC to incorporate the required scope of work into the Contract.

11. QUALITY MANAGEMENT (CORE)**11.1 Contractor Quality Responsibilities (Core)**

- 11.1.1** The Contractor shall have a Quality Management System (QMS) Certified to AS/NZS ISO 9001:2016 'Quality Management Systems – Requirements', or other internationally accepted equivalent standard as agreed by the Commonwealth Representative, on or before the Operative Date, which is applicable to the work to be performed under the Contract.

Note to drafters: *The following clause may be included when the Contractor will be required to perform specific activities in direct support to the Defence regulatory / assurance / materiel safety representative. Note that prior to the Contractor having access to these procedures via a Defence QMS, the applicable orders / instructions will need to be provided as GFI/GFD.*

Option: *Include this option when the Contractor is to operate under a Defence QMS aligned to ADF regulatory / assurance framework requirements.*

- 11.1.2** The Contractor shall ensure that the QMS in clause 11.1.1 incorporates the following processes, documented in the [...INSERT REFERENCE TO THE DEFENCE QMS...], to enable compliance with the applicable ADF regulatory / assurance frameworks:

- a. [...INSERT eg. SPO orders for the procedures identified under clause 5.4.1...];
- b. [...INSERT eg. SPO order for the procedures identified under clause 6.4.1...]; and
- c. [...INSERT ANY OTHER REGULATORY / ASSURANCE PROCEDURE...].

- 11.1.3** The Contractor shall maintain and apply the QMS in clause 11.1.1 to the provision of the Services and shall notify the Commonwealth Representative of any changes to the Certification status of the Contractor.

- 11.1.4** 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.

- 11.1.5** The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to perform Audit and Surveillance activities as described in clause 11.1.4.

- 11.1.6** The Contractor shall ensure that all Approved Subcontractors have Quality management systems that are appropriate to the work required under the Subcontract.

- 11.1.7** The Contractor shall ensure that all work performed under a Subcontract meets the requirements of the QMS to be applied by the Contractor under clause 11.1.

- 11.1.8** 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.

11.2 Quality Management Planning (Core)

Note to drafters: *Select Option A for a stand-alone Quality Plan or Option B if Quality Management planning is to be rolled up into the SSMP (and amend the CDRL to remove the stand-alone Quality Plan).*

Option A: *For when a stand-alone Quality Plan is required:*

- 11.2.1** The Contractor shall develop, deliver and update a Quality Plan in accordance with CDRL Line Number MGT-140.

Option B: For when the Quality Plan is to be rolled up into the SSMP:

11.2.2 The Contractor shall address management of, and planning for, the Quality program in the SSMP.

11.2.3 The Contractor shall:

- a. ensure that Quality program plans are developed for all Approved Subcontractors; and
- b. incorporate the Quality program plans for all Approved Subcontractors into the [...INSERT 'Quality Plan' OR 'SSMP'...].

11.2.4 The Contractor shall manage the Quality program for the Contract in accordance with the Approved [...INSERT 'Quality Plan' OR 'SSMP'...].

11.3 Quality Systems, Process and Product Non-Conformances (Core)

11.3.1 If at any time the Commonwealth Representative determines by Audit and Surveillance in accordance with clause 11.1.4 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 [...INSERT 'Quality Plan' OR 'SSMP'...]; 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.

11.3.2 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 pursuant to clause 11.3.1 or within any period agreed in writing by the Commonwealth Representative and shall notify the Commonwealth Representative immediately upon taking corrective action. The Commonwealth may perform an Audit to verify that the non-conformance has been corrected.

Option: For when elements of the Contract could contain significant technical risk (eg, ECP development under Engineering Support).

11.3.3 The Commonwealth Representative may direct the Contractor in a notice issued under clause 11.3.1, to cease work on any specified aspect of the Contract, which the Commonwealth determines may be affected by the non-conformance of a quality system/process/product to the specified standard. The Contractor shall comply with any such direction, and shall not recommence work on the specified aspect of the Contract until directed to do so by notice from the Commonwealth Representative. Delay caused by cessation of work under this clause shall not entitle the Contractor to postponement under clause 6.4 of the COC.

11.4 Non-Conforming Services (Core)

11.4.1 If the Contractor seeks to use non-conforming materials or work in the Services, it shall develop and deliver an Application for a Deviation, together with all supporting documentation, in accordance with CDRL Line Number MGT-160. The Contractor may seek, through an Application for a Deviation, Commonwealth Approval of a Deviation on a temporary or permanent basis.

11.4.2 The Commonwealth shall use reasonable endeavours to consider an Application for a Deviation within a reasonable timeframe, having regard to:

- a. the nature of the non-conformance(s) identified in the Application for a Deviation;
- b. the impact that the non-conformance(s) may have on the operation, use and support of the Products Being Supported and the provision of the Services;
- c. the effect on the Capability and other impacts on the Commonwealth associated with the non-conformance(s); and

- d. the availability of the resources required to assess the Application for a Deviation, and may advise the Contractor of the timeframe within which it expects to be able to evaluate the Application for a Deviation and provide Approval or otherwise.
- 11.4.3** The Commonwealth may Approve or not Approve an Application for a Deviation, and may provide Approval subject to any amendments to, or conditions on the Approval of, the Application for a Deviation, as deemed necessary by the Commonwealth Representative.
- 11.4.4** 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.
- 11.4.5** The Contractor acknowledges that Approval of an Application for a Deviation does not constitute a representation that the Commonwealth Representative will Approve an Application for a Deviation for the same or a similar non-conformance in the future.
- 11.4.6** If a temporary Application for a Deviation (ie, one that does not involve a permanent design change) is Approved, the Contractor shall undertake all actions to rectify the non-conformance in accordance with the timeframes and any other requirements for such rectification, or to meet any conditions specified in the Approved Application for a Deviation.
- 11.4.7** When the Contractor has rectified the non-conformance(s) in an Approved temporary Application for a Deviation, it shall notify the Commonwealth and seek closure of the Application for a Deviation by submitting, with the notice, evidence to demonstrate that the applicable non-conformance(s) have been rectified ('Request for Closure of a Deviation').
- 11.4.8** Upon receipt of the Request for Closure of a Deviation, the Commonwealth will consider the evidence contained in it and will, within a reasonable period, having regard to:
- a. the nature of the non-conformance(s);
 - b. the nature, extent and completeness of evidence provided by the Contractor for review by the Commonwealth; and
 - c. the availability of the resources required to assess the evidence,
- review the Request for Closure of a Deviation and accompanying evidence and, by notice to the Contractor, either:
- d. confirm that the identified non-conformance(s) have been rectified and that the temporary Application for a Deviation can be closed; or
 - e. reject the Request for Closure of a Deviation, and provide reasons for the rejection.
- 11.4.9** If the Commonwealth rejects a Request for Closure of a Deviation, the Contractor shall:
- a. address the Commonwealth's concerns identified in its notice of rejection within 10 Working Days (or other timeframe agreed between both parties); and
 - b. once the Commonwealth's concerns have been addressed to the satisfaction of the Commonwealth Representative, resubmit the Request for Closure of a Deviation in accordance with clause 11.4.7.
- 11.4.10** For clarity, the Contractor shall undertake all activities referred to in this clause 11.4 as Recurring Services.

12. HEALTH, SAFETY AND ENVIRONMENT (CORE)**12.1 Problematic Substances and Problematic Sources (Core)****12.1.1 Problematic Substances (Core)**

Note to drafters: Amend clause 12.1.1.1 if work on Commonwealth Premises is not applicable.

12.1.1.1 The Contractor shall not:

- a. use, handle or store a Problematic Substance in connection with performing a process specified by the Commonwealth (eg, within specified Technical Data);
- b. use, handle or store a Problematic Substance on Commonwealth Premises; or
- c. incorporate or embed a Problematic Substance within a Deliverable that may affect the health or 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.

Option: Include these clauses if the Contractor / Approved Subcontractors will perform work on Commonwealth Premises and that work could involve Problematic Substances.

12.1.1.2 When Approved Substances are to be brought onto Commonwealth Premises by the Contractor or a Subcontractor, the Contractor shall, directly or in co-operation with the Commonwealth, ensure that the proposed maximum quantities or volumes (as applicable) and location(s) are entered into the Defence *ChemAlert* database before the Approved Substances are brought onto Commonwealth Premises.

12.1.1.3 While meeting the requirements of clause 12.1.1.1, but without limiting that clause, the Contractor may discover a Problematic Substance, identify the need for a new Problematic Substance, or propose a new purpose for an Approved Substance, and in such circumstances the Contractor shall notify the Commonwealth Representative as soon as practicable thereafter and, in any event, within five Working Days.

12.1.1.4 When the Contractor notifies the Commonwealth Representative under clause 12.1.1.3, 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 for the identified purpose, deliver to the Commonwealth for Approval:
 - (i) an update to the HSMP or, as applicable, an Application for a Deviation in accordance with clause 11.4, with details of the Problematic Substance and its proposed use;
 - (ii) for a newly identified Problematic Substance, a Safety Data Sheet prepared in accordance with CDRL Line Number MGT-1100; and
 - (iii) if a new Authorisation is required, evidence that the Contractor has, or will obtain in a timely manner, that Authorisation.

12.1.1.5 The Contractor acknowledges and agrees that certain Hazardous Chemicals will not be Approved for use on Commonwealth Premises under any circumstances including, as identified in WHS Regulations 2011 (Cth):

- a. carcinogens under subregulation 5(1);
- b. Hazardous Chemicals with restricted use under regulation 382; and
- c. Hazardous Chemicals involving a lead process as described by regulation 392.

12.1.1.6 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.

12.1.1.7 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.

12.1.1.8 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.

12.1.2 Manifest of Hazardous Chemicals (Optional)

Note to drafters: Refer to the SOW Tailoring Guide if it is likely that the Contractor will hold 'manifest quantities' of Hazardous Chemicals on Commonwealth Premises (noting that such chemicals and quantities are more likely to be held in a hazardous goods area managed by JLC).

12.1.2.1 Not used.

12.1.3 Asbestos Containing Material (Optional)

Note to drafters: This clause should be included unless it has been confirmed that ACM is not present in any items that may become CMCA.

Note: If applicable, Asbestos Containing Material within Commonwealth Premises is addressed in clause 12.3.1.

12.1.3.1 If either party discovers Asbestos Containing Material (ACM) in any CMCA, that party shall notify the other party as soon as practicable.

12.1.3.2 Notification under clause 12.1.3.1 by either party shall, as a minimum, identify the condition (ie, friable, non-friable but likely to become friable, or non-friable) and an estimated quantity of the ACM, as assessed in accordance with regulatory requirements.

12.1.3.3 Without limiting either parties' obligations with respect to ACM, where either party notifies the other party under clause 12.1.3.1:

- a. for ACM that is friable or likely to become friable, the parties shall make the workplace safe and eliminate the risk of exposure to that ACM;
- b. in all other cases, the Contractor shall take whatever measures are considered necessary or prudent by the Commonwealth Representative to manage the ACM until its removal; and
- c. the parties shall, so far as is reasonably practicable, consult, co-operate and co-ordinate their activities to ensure compliance with clauses 12.1.3.3a and 12.1.3.3b.

12.1.3.4 The Contractor shall remove any ACM brought onto Commonwealth Premises by the Contractor or its Subcontractors at its own cost.

12.1.3.5 The Contractor shall ensure that there is no ACM in newly-developed Deliverables and/or substitute Items. If the Services include the supply of any new high temperature and high friction components sourced from overseas, the Contractor shall, when requested in writing by the Commonwealth Representative, provide the Commonwealth Representative with written assurance that there is no ACM in those Items, supported by test results of a representative sample of such Items, prepared to AS 4964-2004 (or equivalent) or other quantitative data acceptable to the Commonwealth Representative.

12.1.3.6 Nothing in this clause 12.1.3 limits the obligations of the Contractor under clause 12.4.12 of the COC.

12.1.4 Problematic Sources (Optional)

Note to drafters: Include this clause if Services will be provided to a Product containing a Problematic Source (eg, a laser designator) or will use a Problematic Source (eg, for non-

destructive test). If not required, the following clauses should be deleted and replaced with a single 'Not used'. Refer to the SOW Tailoring Guide for further information.

12.1.4.1 Where the Services require the use of a Problematic Source, the Contractor shall:

- a. only use the Problematic Source:

Note to drafters: The selection of the HSMP or SSMP at clause 12.1.4.1a(i) should match the option selected in clause 12.3.3.2.

- (i) for a purpose that is Approved by the Commonwealth Representative and specified in the Approved [...INSERT 'HSMP' OR 'SSMP'...]; and
- (ii) in accordance with the applicable source licence or facility licence; and

Note to drafters: If the Contractor is to use GFE containing a Problematic Source, on an on-going basis, they may require a source licence. For further information, contact the CASG Directorate of Health, Safety and Environment. If confirmed that a source licence for GFE is required, include the following note to tenderers and identify the applicable item(s); 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 the 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 or facility licence (eg, a Contractor-owned Problematic Source);

provide evidence of the applicable Authorisation (eg, the Contractor's source licence) to the Commonwealth Representative before commencing the work that involves the Problematic Source.

Option: Include this option if Problematic Sources may be used on Commonwealth Premises.

12.1.4.2 Without limiting clause 12.4 of the COC, the Contractor shall ensure that work involving a Problematic Source on Commonwealth Premises are performed in accordance with the:

Note to drafters: Insert applicable references below, including chapters from the Defence Radiation Safety Manual for the type(s) of radiation produced by the Problematic Source(s).

- a. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...]; and
- b. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...].

12.1.4.3 Without limiting clause 12.1.4.1, if the Contractor proposes to introduce a new Problematic Source or to change the purpose or location of an Approved Problematic Source, the Contractor shall, at least 20 Working Days prior to the intended change or as otherwise agreed by the Commonwealth Representative:

Note to drafters: The selection of the HSMP or SSMP at clause 12.1.4.3a should match the option selected in clause 12.3.3.2.

- a. deliver an updated [...INSERT 'HSMP' OR '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 be supply an item (eg, GFE) containing a Problematic Source to the Contractor.

- 12.1.4.4** If work under the Contract involves the use of a Problematic Source that is supplied by the Commonwealth (or a person on behalf of the Commonwealth), the Commonwealth shall provide, or ensure that the Contractor is provided with, details of the Problematic Source sufficient to enable compliance with the applicable WHS Legislation.

12.2 Environmental Management (Optional)

Note to drafters: Clause 12.2 is to be included if the Contract involves work on Commonwealth Premises (including ships) or if there are other significant environmental issues relating to the work performed in Australia. Refer to the SOW Tailoring Guide for guidance.

12.2.1 Acknowledgement of Environmental Advice

Note to drafters: Clauses under 12.2.1 may be replaced with 'Not used' if no work will be performed on Commonwealth Premises or if there are no relevant environmental issues. If work will be performed at multiple Commonwealth Premises, those locations are to be listed below.

- 12.2.1.1** The Contractor acknowledges that the environmental management requirements of this clause 12.2 apply to the Services provided at ('the applicable Commonwealth Premises'):
- [...INSERT NAME OF APPLICABLE COMMONWEALTH PREMISES...]; and
 - [...INSERT NAME OF APPLICABLE COMMONWEALTH PREMISES...].

Note to drafters: The drafter is to identify applicable documents and reports for the Commonwealth Premises where work will be performed and risks to the Environment and/or heritage are applicable. As part of its duty of care, Defence must provide advice of known environmental and heritage issues to ensure that the liability regime for such matters is clear (eg, with respect to pre-existing hazards/issues). If no reports are applicable, clauses 12.2.1.2 and 12.2.1.3 may be deleted. Refer to the SOW Tailoring Guide for guidance.

- 12.2.1.2** The Contractor acknowledges that in addition to potential sources of Environmental Harm identified at clause 12.3.1, the following reports provide information regarding environmental issues:
- [...INSERT REFERENCE TO SITE ENVIRONMENTAL REPORT...], as applicable to [...INSERT NAME OF APPLICABLE COMMONWEALTH PREMISES...]; and
 - [...INSERT REFERENCE TO SITE ENVIRONMENTAL REPORT...], as applicable to [...INSERT NAME OF APPLICABLE COMMONWEALTH PREMISES...].
- 12.2.1.3** The Contractor acknowledges that the reports identified at clause 12.2.1.2 are not exhaustive and that it retains responsibility for environmental matters associated with the work performed under the Contract on the applicable Commonwealth Premises, in accordance with clause 12.2.2.

12.2.2 Environmental Requirements

Note to drafters: Select Option A for a stand-alone Environmental Management Plan (ENVMP) or Option B if environmental management planning is to be included in the SSMP (and remove the ENVMP from the CDRL). Refer to the SOW Tailoring Guide for guidance and amend clauses 12.2.2.3 and 12.2.2.6 for the selected plan.

Option A: For when a stand-alone Environmental Management Plan is required.

- 12.2.2.1** The Contractor shall develop, deliver and update an Environmental Management Plan (ENVMP) in accordance with CDRL Line Number MGT-1400.

Option B: For when planning for environmental management is to be included in the SSMP.

- 12.2.2.2** The Contractor shall address environmental compliance and management issues as part of the SSMP.

- 12.2.2.3** The Contractor shall provide the Services in accordance with clause 12.5 of the COC, clause 12 of the SOW and the [...INSERT 'Approved ENVMP' OR environmental management elements of the 'Approved SSMP'...].

Option: Include this option if work will be performed at 'the applicable Commonwealth Premises'. The list of references should include applicable Defence and site-specific policy and planning requirements. Refer to the SOW Tailoring Guide for guidance.

- 12.2.2.4** 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:

- a. [... INSERT REFERENCE EG, '[Base] Environmental Management Plan'...];
- b. [... INSERT REFERENCE EG, '[Base] Heritage Management Plan'...]; and
- c. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...].

- 12.2.2.5** The Contractor shall have an Environmental Management System (ENVMS) to ensure that work performed under the Contract:

- a. complies with applicable legislation and Commonwealth policy; and
- b. for work on Commonwealth Premises, is consistent with the policies, procedures and instructions for the applicable Commonwealth Premises.

- 12.2.2.6** The Contractor's ENVMS shall include the following environmental-related records:

- a. applicable Authorisations;
- b. risk assessments and control measures; and
- c. the [...INSERT 'Approved ENVMP' OR environmental management elements of the 'Approved SSMP'...] and all associated plans, processes, procedures and instructions supporting the [...INSERT 'Approved ENVMP' OR environmental management elements of the 'Approved SSMP'...].

Option: To be included if an ENVMS Certified to AS/NZS ISO 14001:2018, 'Environmental management systems—Requirements with guidance for use', is required under the Contract.

- 12.2.2.7** The Contractor's ENVMS required by clause 12.2.2.5 shall be Certified to AS/NZS ISO 14001:2018 on or before the Operative Date.

- 12.2.2.8** The Contractor shall maintain the ENVMS in clause 12.2.2.7 and shall notify the Commonwealth Representative of any changes to the Certification status of the Contractor.

Option: To be included if the Contractor is to attend Defence environmental management meetings for the applicable Commonwealth Premises.

- 12.2.2.9** The Contractor shall participate in the Commonwealth's environmental management programs for the applicable Commonwealth Premises and shall attend environmental management meetings, which shall be held [...INSERT LOCATION (EG, 'on-site')...] approximately [...INSERT TIMEFRAME (EG, 'every four months')...], upon request.

Option: To be included when there will be work at the applicable Commonwealth Premises.

- 12.2.2.10** The Contractor shall ensure that all Subcontractors undertaking work at the applicable Commonwealth Premises meet the requirements of the Contractor's ENVMS.

- 12.2.2.11** The Contractor shall ensure that the Commonwealth Representative is kept informed of all environmental management matters relevant to the work performed at the applicable Commonwealth Premises.

- 12.2.2.12** If the Contractor discovers an environmental hazard at the applicable Commonwealth Premises, which is additional to those identified under clause 12.2.1, the Contractor shall:

- a. immediately notify the Commonwealth Representative, detailing the hazard;

	b. if applicable to a Problematic Substance, take action in accordance with clause 12.1.1.3; c. follow all instructions and directions of the Commonwealth Representative (if any) and take all reasonable steps to eliminate or minimise the risks to the Environment associated with the identified hazard; and d. provide to the Commonwealth Representative within 10 Working Days, an update to the ENVMS that identifies the hazard and a proposed risk management strategy.
12.2.2.13	Unless otherwise agreed in writing by the Commonwealth Representative (eg, to modify Commonwealth Premises) the Contractor shall maintain the Environment and heritage qualities of Commonwealth Premises where work is performed, including any requirement to undertake remedial actions, except to the extent that any contamination, pollution, damage or other cause for remedial action is attributable to the Commonwealth.
Note to drafters: A Disposal Plan for Stock Items may be required under DSD-SUP-SERV.	
12.2.2.14	Except to the extent that waste disposal is provided as a GFS, the Contractor shall dispose of all debris and waste (hazardous and non-hazardous) arising out the activities performed by the Contractor on Commonwealth Premises in a safe and effective manner and in accordance with all laws, regulations, Authorisations and Defence policies applicable to the site.

12.3 Work Health and Safety (Core)

12.3.1 Acknowledgement of WHS Advice - Products

12.3.1.1 The Contractor acknowledges that hazards may be present within the Products, including GFE if applicable, which are relevant to the Services.

12.3.1.2 The Contractor acknowledges that hazards within or relating to the operation or support of the Products, including GFE if applicable, are identified in the associated Technical Data (including any manuals listed at Annex D), 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.

12.3.2 Acknowledgement of WHS Advice – Commonwealth Premises

Note to drafters: This clause is applicable if Contractor Personnel will work on Commonwealth Premises and hazards will be present in, or in proximity of, their work areas. The clauses may be replaced with 'Not used' if the Contractor will not work on Commonwealth Premises on an on-going basis (eg, in GFF). Refer to the SOW Tailoring Guide for guidance.

12.3.2.1 The Contractor acknowledges that Annex E to the SOW provides a list of known hazards present at Commonwealth Premises where work may be performed under the Contract ('the applicable Commonwealth Premises').

12.3.2.2 If the Contractor is in doubt as to the location of a hazard at the applicable Commonwealth Premises, the Contractor shall perform its obligations under the Contract as if the hazard is present, unless it is verified that the hazard is not present.

12.3.3 Planning for and Management of WHS Duties

Note to drafters: Update the list below for Defence-specific references, such as Base WHS Plans, site-specific safety management requirements, applicable chapters of the Defence Safety Manual (SafetyMan) and system safety manuals, depending on the systems and location(s) of work. If no work will be performed on Commonwealth Premises, the clause may be replaced with 'Not used'. Refer to COC clause 12.4 and to the SOW Tailoring Guide for guidance.

12.3.3.1 Without limiting the Contractor's obligations under clause 12.4 of the COC, the Contractor shall ensure that Services provided at the applicable Commonwealth Premises are performed in accordance with the:

- a. Defence Safety Manual:
 - (i) Hazardous Chemicals Management Procedure 30 – Levels of Control for Contractors;

- (ii) Work Health and Safety Risk Management Policy; and
- (iii) [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...];
- b. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...]; and
- c. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...].

Note to drafters: Select Option A for a stand-alone HSMP or Option B for WHS planning within the SSMP (and remove the HSMP from the CDRL). Refer to the SOW Tailoring Guide for guidance. Amend the clauses that follow for the selected plan.

Option A: For when a stand-alone Health and Safety Management Plan is required.

12.3.3.2 The Contractor shall develop, deliver and update a HSMP in accordance with CDRL Line Number MGT-1500.

Option B: For when planning for WHS management may be rolled up into the SSMP.

12.3.3.3 The Contractor shall address WHS compliance and management issues as part of the SSMP.

12.3.3.4 The Contractor shall provide the Services in accordance with clause 12.4 of the COC and clause 12 of the SOW, and in accordance with the [...INSERT 'Approved HSMP' OR WHS management elements of the 'Approved SSMP'...].

12.3.3.5 The Contractor shall have a WHS Management System (WHSMS), as part of its QMS or otherwise, to ensure that work performed under the Contract:

- a. complies with applicable legislation relating to WHS (including the WHS Legislation) and Commonwealth policy; and
- b. if performed on Commonwealth Premises, is consistent with WHS procedures and instructions in operation on the applicable Commonwealth Premises.

12.3.3.6 The Contractor's WHSMS shall include the following WHS-related records:

- a. WHS-related Authorisations;
- b. safe work method statements required under the applicable WHS Legislation in relation to the Services;
- c. WHS-related risk assessments and control measures including, where applicable, work-related risks for Commonwealth Personnel located at the Contractor's and/or Approved Subcontractors' premises;
- d. 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 [...INSERT 'Approved HSMP' OR WHS management elements of the 'Approved SSMP'...] and all associated plans, processes, procedures and instructions supporting the [...INSERT 'Approved HSMP' OR WHS management elements of the 'Approved SSMP'...].

Option: Include if a WHSMS Certified to AS/NZS ISO 45001:2018, 'Occupational health and safety management systems—Requirements with guidance for use', is required under the Contract.

12.3.3.7 The Contractor's WHSMS required by clause 12.3.3.5 shall be Certified to AS/NZS ISO 45001:2018 on or before the Operative Date.

12.3.3.8 The Contractor shall maintain the WHSMS in clause 12.3.3.7 and shall notify the Commonwealth Representative of any changes to the Certification status of the Contractor.

12.3.3.9 The Contractor shall ensure that the Contractor's representatives consults, co-operates and co-ordinates activities with the Commonwealth Representative and Associated Parties in relation to the management of WHS issues and shall ensure that Contractor Personnel consult, co-operate and co-ordinate activities with Commonwealth Personnel and other

workers in order to ensure that the work required to be performed under the Contract is performed safely.

12.3.4 Work on Commonwealth Premises

Note to drafters: *The following clauses are to be included if work will be performed on Commonwealth Premises on an on-going basis (ie, other than an occasional presence as a 'visitor'). If not required, the clauses can be replaced with a single clause stating 'Not used'.*

12.3.4.1 The Contractor shall ensure that all Subcontractors undertaking work on the applicable Commonwealth Premises comply with the requirements of the Contractor's WHSMS.

12.3.4.2 The Contractor shall ensure that Contractor Personnel, who will perform work at the applicable Commonwealth Premises, participate in any safety-related induction training or site induction briefings provided by Defence, or Associated Parties, as applicable. The Contractor shall ensure that Contractor Personnel attending the safety-related training or site induction briefings sign an attendance form or site-safety induction form, as applicable.

Note to drafters: *The following clause may be split and/or repeated where there are different management programs at different Commonwealth Premises where the Contractor will work.*

12.3.4.3 The Contractor shall participate in the Commonwealth's WHS management programs for Applicable Commonwealth Premises and shall attend WHS management meetings, which shall be held approximately [...INSERT TIMEFRAME, EG, 'every four months'...], upon request.

12.3.4.4 If the Contractor discovers a hazard to WHS at the applicable Commonwealth Premises, which is additional to the hazards identified under clauses 12.3.1 and 12.3.2, the Contractor shall:

- a. immediately notify the Commonwealth Representative, detailing the hazard;
- b. if applicable to a Problematic Substance, take action in accordance with clause 12.1.1.3;
- c. consult, co-ordinate and co-operate with the Commonwealth Representative, and take all reasonable steps to eliminate or minimise the WHS risks; and
- d. provide to the Commonwealth Representative within 10 Working Days of discovery of the hazard, when it has not been eliminated, a proposed update to the WHSMS describing the hazard and the mitigation activities to address the related WHS risks.

12.3.5 WHS of Commonwealth Personnel on Contractor or Approved Subcontractor Premises

Note to drafters: *Include the following clauses if Commonwealth Personnel (eg, Resident Personnel and/or MRU) will be located on Contractor / Approved Subcontractor premises. If not required, the clauses can be replaced with a single clause stating 'Not used'. The first subclause is for Contractor / Approved Subcontractor premises under WHS Legislation, whereas the second subclause covers locations not covered by WHS Legislation (ie, overseas). If only one situations applies, the clause may be modified accordingly.*

12.3.5.1 Where Commonwealth Personnel are located at Contractor and/or Approved Subcontractor premises, the Contractor shall, so far as is reasonably practicable, ensure that the physical work environment is without risks to health and safety and that adequate facilities are provided for the welfare of those Commonwealth Personnel. For Contractor and/or Approved Subcontractor premises in locations where:

- a. the WHS Legislation applies to work performed under the Contract at that location, the workplace shall be managed in accordance with the code of practice approved under section 274 of the *Work Health and Safety Act 2011* (Cth), *Managing the Work Environment and Facilities*, except where the Contractor and/or Approved Subcontractor complies with the WHS Legislation in a manner that is different from the relevant code of practice but provides a standard of work health and safety that is equivalent to or higher than the standard required in the code of practice; or
- b. otherwise, the Contractor shall, and shall ensure that Approved Subcontractors, co-operate with the Commonwealth so far as is reasonably practicable to enable the

Commonwealth to fulfil its obligations under the WHS Legislation to Commonwealth Personnel.

- 12.3.5.2** Prior to the commencement of work by Commonwealth Personnel at the Contractor's and/or Approved Subcontractors' premises, the Contractor shall, when requested, facilitate WHS-related inspections, by the Commonwealth Representative or authorised delegate(s), of the locations to be occupied by the Commonwealth Personnel.
- 12.3.5.3** The Contractor shall ensure, before or as soon as practicable after the commencement of work at a Contractor's or Approved Subcontractor's premises, that Commonwealth Personnel are provided with:
- a. induction training and/or other safety briefings applicable to the work and location; and
 - b. access to safety procedures applicable to the work and location.
- 12.3.5.4** The Commonwealth shall ensure that Commonwealth Personnel who are required to work at the Contractor's or Approved Subcontractor's premises participate in any safety induction training and site safety induction briefings that are provided by the Contractor in accordance with clause 12.3.5.3.
- 12.3.5.5** The Contractor shall notify the Commonwealth Representative of corrective action requirements and remediation activities resulting from WHS Audits applicable to the Contractor's and Approved Subcontractors' premises occupied by Commonwealth Personnel.

12.4 Incident Reporting and Remediation (Core)

- 12.4.1** 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).
- 12.4.2** The report provided under clause 12.4.1 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).
- 12.4.3** The Contractor shall, in respect of any Notifiable Incident arising out of, or in connection with, the Contract:
- a. if a Notifiable Incident occurs on Commonwealth Premises (including, if applicable, within GFF), preserve the incident site until the Commonwealth regulator has confirmed that the site may be released (as advised either directly or through the Commonwealth);
 - b. immediately provide the Commonwealth Representative with a copy of the notice required to be provided to the relevant Commonwealth, State or Territory regulator;
 - c. promptly provide the Commonwealth Representative with a copy of any investigation report relating to the Notifiable Incident;
 - d. promptly provide the Commonwealth Representative with copies of any notice(s) or other documentation issued by the relevant Commonwealth, State or Territory regulator; and
 - e. within 10 Working Days of the date of notification to the relevant Commonwealth, State or Territory regulator, provide the Commonwealth Representative with a summary of the related investigations, actions to be taken, and any impact on the Contract that may result from the Notifiable Incident.
- 12.4.4** The Commonwealth shall immediately inform the Contractor of any Notifiable Incident involving Contractor Personnel on Commonwealth Premises, of which it is aware, and

provide the Contractor with a copy of the notice that is provided by the Commonwealth to the Commonwealth regulator about the Notifiable Incident.

Note to drafters: Environmental incident reporting is generally managed by the Directorate of Environmental Planning, Assessment and Compliance. Refer to the CASG Environmental Management System (CASenv), 'Environmental incidents reporting portals' for details and to determine if further, specific requirements may be applicable.

Option: Include the following clause if clause 12.2, Environmental Management, is included in the Contract.

- 12.4.5** If an Environmental Incident occurs in relation to work performed under the Contract within Australia, the Contractor shall:
- a. as soon as possible after the Environmental Incident, inform the Commonwealth Representative of relevant details, including the nature of the event, cause(s) and effects known to the Contractor; and
 - b. within 10 Working Days after the Environmental Incident, notify the Commonwealth Representative of:
 - (i) any further details regarding the incident;
 - (ii) any directions given by any regulatory authority;
 - (iii) containment, recovery or other remediation effort that remains to be completed;
 - (iv) the impact, if any, on the Contractor's performance of the Contract; and
 - (v) the steps taken, or which may reasonably be undertaken, to ensure that the Environmental Incident does not recur.

Option: Include the following clause if any CMCA may contain Ozone Depleting Substances or Synthetic Greenhouse Gases.

- 12.4.6** The Contractor shall notify the Commonwealth Representative within 10 Working Days of becoming aware of any actual or suspected incident involving the release or leakage of Ozone Depleting Substances or Synthetic Greenhouse Gases 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.

13. CAPABILITY INNOVATIONS AND EFFICIENCIES (CORE)

13.1 Acknowledgement (Core)

- 13.1.1** The Contractor shall identify, analyse and implement Innovations / Efficiencies (IEs) in accordance with this clause 13 and clause 3.19 of the COC ('Capability Innovations and Efficiencies').

Note to drafters: If the Contract will have a fixed Term (Option B under clause 1.9 of the COC) then delete subclause 13.1.2b and merge subclause 13.1.2a into the stem of clause 13.1.2.

- 13.1.2** The Contractor acknowledges that its performance of the CIE Program will be:
- a. continually monitored and assessed by the Commonwealth, and the outcomes of this assessment will be advised to the Contractor during the Performance Assessment Reviews conducted in accordance with clause 3.4.8; and
 - b. taken into account under clause 1.9 of the COC for the determination as to:
 - (i) whether or not the Term will be extended; and
 - (ii) where applicable, the duration of any such extension.

13.2 Management of the CIE Program (Core)

- 13.2.1** The Contractor shall implement and refine, on an on-going basis, the CIE Program to:
- a. proactively identify opportunities that:
 - (i) reduce the TCO of the Capability and/or the total cost of ownership to the Commonwealth of Other Capabilities;
 - (ii) enhance the Capability, including through modifications to the Products Being Supported, to address technology evolution, technology insertion and changing operational imperatives and threats (as advised by the Commonwealth); and
 - (iii) promote and enhance the AIC Objectives,
 while ensuring that (except to the extent that the Contract is amended by a CCP to address an IE):
 - (iv) the Services are provided in accordance with the Contract; and
 - (v) the Outcomes and performance requirements of the Contract, including those measured by Performance Measures, continue to be achieved in accordance with the Contract; and
 - b. promote a culture of innovation, efficiency and cost consciousness between the Commonwealth and the Contractor that actively seeks to achieve the outcomes described in subclause a above.
- 13.2.2** The Contractor shall develop, deliver and update an Innovation / Efficiency Implementation Plan (IEIP) in accordance with CDRL Line Number MGT-200.
- 13.2.3** The Contractor shall conduct the CIE Program and manage the implementation of each Approved IE in accordance with the Approved IEIP.

Option: Include the following clause if the CSC Module is incorporated into the Contract and the Commonwealth wishes to have the CIE Program managed as part of CSC Services.

- 13.2.4** Where there is a Contractor Standing Capability under the Contract, the parties may agree that the ongoing management of the CIE Program will be undertaken as a standing task under the CSC instead of being managed as part of Recurring Services.

13.3 Identifying, Analysing and Implementing IEs (Core)

- 13.3.1** The Contractor shall use its best endeavours to identify potential IEs and shall actively consult with its Approved Subcontractors to identify potential IEs.

- 13.3.2** The Contractor shall prepare and submit to the Commonwealth Representative an initial assessment of each potential IE in accordance with clause 13.3.3 where:
- the Contractor identifies a potential IE; or
 - the Commonwealth notifies the Contractor of a potential IE.
- 13.3.3** An initial assessment of a potential IE shall include the following information in summary format (which shall be no more than three pages in length):
- scope of the potential IE;
 - the implications of the potential IE on the Contractor's ability to provide the Services in accordance with the Contract;
 - the nature of any changes to the Contract;
 - an indication of the effort required to further analyse the potential IE and to prepare the IE Analysis and Implementation Report (IEAIR) in accordance with clause 13.3.4a; and
 - an outline of the costs, benefits and risks of implementing the potential IE.
- 13.3.4** Subject to clauses 13.3.10, where the Contractor has submitted an initial assessment of a potential IE in accordance with clause 13.3.3, the Commonwealth Representative shall advise the Contractor within 20 Working Days (or such longer timeframe required by the Commonwealth) that:
- it requires the Contractor to develop, deliver and update an IEAIR in accordance with CDRL Line Number MGT-210 in respect of the potential IE (although the parties may agree content for, and timeframes for the development, delivery and Commonwealth action regarding, the IEAIR that differs from the content specified in the DID and the timeframes specified in the CDRL); or
 - it does not require the Contractor to further investigate the potential IE in which case the potential IE shall be deemed to be rejected and the Contractor shall update the Approved IEIP to capture the rejected potential IE.
- 13.3.5** Notwithstanding that an initial assessment of a potential IE has been deemed to have been rejected in accordance with clause 13.3.4b, the Commonwealth may subsequently require the Contractor to develop, deliver and update an IEAIR in accordance with CDRL Line Number MGT-210 in respect of that potential IE (although the parties may agree content for, and timeframes for the development, delivery and Commonwealth action regarding, the IEAIR that differs from the content specified in the DID and the timeframes specified in the CDRL).
- 13.3.6** Unless otherwise agreed between the parties or provided for in the CCP provided pursuant to clause 13.3.8, the preparation and any further amendment or development of an IEAIR in accordance with this clause 13.3 in excess of four IEAIRs in any period of 12 months commencing from the Operative Date or each anniversary of the Operative Date, in respect of a potential IE shall be undertaken as an S&Q Service.
- 13.3.7** Following the submission of an IEAIR in accordance with clause 13.3.4a or 13.3.5 and subject to clauses 13.3.10, the Commonwealth Representative shall assess the IEAIR and notify the Contractor that:
- the IEAIR requires further development by the Contractor to enable the Commonwealth to complete its evaluation of the potential IE in which case the Contractor shall amend the IEAIR in accordance with the Commonwealth's requirements;
 - the IEAIR is Approved and the Commonwealth agrees that the potential IE should be implemented through the required Contract mechanisms (eg, a CCP and/or an S&Q Order) (hereinafter referred to as an '**Approved IE**'); or
 - the Commonwealth does not wish to further investigate the potential IE, in which case it shall be deemed to be rejected and the Contractor shall update the Approved IEIP to capture the rejected potential IE.

- 13.3.8** The Contractor shall, within 20 Working Days (or such longer period agreed between the parties) after the Contractor has been notified of an Approved IE under clause 13.3.7b, prepare and submit to the Commonwealth:
- an update to the Approved IEIP to give effect to the IE and to set out the implementation plan for the Approved IE; and
 - an S&Q Quote in accordance with clause 3.15 of the COC (with the requirements of clause 3.3 of the SOW to be met through the update to the Approved IEIP) or a CCP in accordance with clause 11.1 of the COC (or both where applicable).
- 13.3.9** The parties shall negotiate the S&Q Quote and/or the CCP (as applicable) and the update to the Approved IEIP in good faith.
- 13.3.10** The parties shall conduct such meetings required by the Commonwealth to discuss a potential IE or an Approved IE (as applicable). The parties shall conduct these meetings as ad hoc meetings in accordance with clause 3.4.6, except that the meetings shall be chaired by the Commonwealth Representative and held at [...INSERT LOCATION...] (unless a different location is agreed).
- 13.3.11** The Contractor shall not commence the implementation of an Approved IE and neither party will be under an obligation to agree to implement an Approved IE until:
- the S&Q Order and, where applicable, the CCP to implement the Approved IE under clause 13.3.8 have been executed as required; and
 - the update to the Approved IEIP is Approved.
- 13.3.12** Subject to clause 13.3.11, the Contractor shall implement each Approved IE in accordance with the Contract (as amended by any required CCP and/or the Approved S&Q Order) and the Approved IEIP.

13.4 Cost Modelling (Core)

- 13.4.1** The Contractor shall conduct the program to model and analyse the TCO in accordance with the Approved IEIP.

Note to drafters: Life Cycle Costing Analysis is essential to determine the true outcome of a potential IE, and ensure that it does not simply shift costs elsewhere. In clause 13.4.2, identify the LCC modelling tool to be used. This may be an existing Defence LCC model (eg, transitioned from a Contract (Acquisition) or otherwise used by the SPO). If the preferred tenderer proposes an alternative tool, this can be considered during contract negotiations and, if suitable (which may mean migrating the model to a new tool) the clause may be amended before ED.

The clause may also be amended if Defence activities will be excluded from the model's Scope.

- 13.4.2** The Contractor shall use [...INSERT LCC TOOL...] to [...INSERT 'develop and maintain' OR 'maintain'...] a model of the TCO, including those costs associated with:
- operating and supporting the Materiel System by the ADF;
 - the Services provided under the Contract; and
 - the associated activities for managing the Services, as conducted by Defence.
- ('TCO Model Scope')
- 13.4.3** When the Commonwealth provides to the Contractor cost information and/or assumptions for the model of the TCO, the Commonwealth shall provide this information as GFI and the Contractor shall treat it as Confidential Information in accordance with clause 11.4 of the COC.
- 13.4.4** The Contractor shall utilise the model of the TCO specified under clause 13.4.2 to:
- capture TCO data relating to the TCO Model Scope, and to update that data as the Contract progresses, the TCO Model Scope is modified, and better information becomes available;
 - undertake analyses of the TCO;
 - assist with identification of cost drivers within the TCO Model Scope;

- d. analyse the identified cost drivers, including performing sensitivity analyses, with a view to identifying and analysing Efficiencies and identifying the cost outcomes of Capability innovations and AIOs; and
- e. undertake trade-off analyses to identify potential solutions for Efficiencies.

13.4.5 If the Contractor produces a model of the TCO (or part thereof) using software packages other than a Defence-endorsed tool, the Contractor shall, on request, provide all necessary programs, licenses, and training to enable the Commonwealth Representative to efficiently access and manipulate the model of the TCO as required.

13.4.6 When an instance or version of the model of the TCO is held by the Contractor, the Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access to the Contractor's model of the TCO for the Term.

13.4.7 The Contractor shall utilise the model of TCO, specified under clause 13.4.2, to demonstrate to the Commonwealth at each Performance Assessment Review that the IEs proposed, and the Contractor's on-going activities, will result in a minimised TCO to the Commonwealth while meeting the other requirements of the Contract.

13.5 TCO IV&V Agent (Optional)

13.5.1 At any stage during the Term, the Commonwealth Representative may appoint an Independent Verification and Validation (IV&V) agent to verify and validate any aspect of the TCO ('TCO IV&V Agent'), including:

- a. any cost data provided to the Commonwealth by the Contractor under this clause 13;
- b. the cost analyses performed by the Contractor for the purposes of this clause 13;
- c. the IEAIRs developed by the Contractor; and
- d. the model of the TCO.

13.5.2 The Contractor shall facilitate the activities of the TCO IV&V Agent by providing access to:

- a. the Contractor's facilities, in accordance with clause 11.7 of the COC;
- b. all documentation in respect of the items identified in clauses 13.5.1a to 13.5.1d including applicable requirements, instructions, procedures, cost-estimation relationships, data logic and parameters, Product-related and Services-related data, and analysis results;
- c. any systems and tools required to review the items in clauses 13.5.1a to 13.5.1d; and
- d. Contractor Personnel, in order to clarify issues when necessary.

13.5.3 The Commonwealth Representative shall require the TCO IV&V Agent to treat all cost information made available to them as Confidential Information to be treated in accordance with clause 11.4 of the COC.