



Australian Government
Department of Defence

JSD/CON/11890/1/A
CONTRACT NO: (INSERT NUMBER)

s22

(10 Dec 19)

DETAILS SCHEDULE

PARTIES

COMMONWEALTH OF AUSTRALIA represented by the Department of Defence
ABN 68 706 814 312 (Commonwealth)

Commonwealth Representative: s47E(c)
Project Director – Electronic Attack
ISREW-Maritime

Notice Details: Address: ISREW-Maritime, s47E(c)
Russell Office, Canberra, ACT
Fax: n/a
Email: s47E(c)

DATA MONK PTY LTD ABN 74 634 053 955 (CONTRACTOR)

Contractor Representative: s47F
Notice Details: Address: s47G
Fax: n/a
Email: s47F

INFORMATION TABLE

Item	Information
Item 1	Services: Refer to Annex A – Statement of Work
Item 2 (clause 1.1)	Term: Effective Date: 4 th December 2019 Commencement Date: 6 th January 2020 Expiry Date: (INSERT DATE IF APPLICABLE)
Item 3 (clause 4.1a)	Service Requirements: Refer to Annex – A Statement of Work
Item 4 (clause 4.1a)	Location of Services: Not applicable

Item 5 (clause 4.1a)	Timing for Delivery of Services:	Refer to Annex A – Statement of Work	
Item 6 (clause 4.1b)	Personnel to be used in the Provision of the Services:	No specified personnel	
Item 7 (clause 8.1)	Contract Price:	\$ 83,262 AUD (inc. GST)	
		Milestone Payment Schedule iaw Annex A Clause 6.	
Item 8 (clause 12.1)	Out of Pocket Expenses:	Not applicable, included in contract price	
Item 9 (clause 19.1)	Contractor Insurance Requirements:	Public liability insurance	☐ Yes / ☒ No \$20 million each and every public liability occurrence.
		Products liability insurance	☒ Yes / ☐ No
		Professional indemnity insurance	☐ Yes / ☒ No \$5 million each claim and in the annual aggregate for all claims. Such insurance shall be maintained for 7 years following the date on which the Contract expires (or any earlier termination).
Item 10 (clause 32.1)	Governing Law:	Australian Capital Territory	
Item 11	Special Conditions	☒ Yes / ☐ No Not applicable	

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1. TERM

- 1.1 The Contract takes effect on the Effective Date. The Services commence on the Commencement Date and unless terminated earlier in accordance with the Contract or otherwise, end on the Expiry Date or completion of the Services if no Expiry Date is specified.

2. SERVICES

- 2.1 The Contractor agrees to provide the Services to the Commonwealth and the Commonwealth agrees to purchase the Services in accordance with the terms of the Contract.

3. CONTRACT DOCUMENTS

- 3.1 The Contract between the Commonwealth and the Contractor comprises the General Conditions of Contract (including the Details Schedule) and the Special Conditions.
- 3.2 If there is any ambiguity or inconsistency between the documents comprising the Contract, the Special Conditions will have precedence to the extent of the ambiguity or inconsistency

4. PROVISION OF SERVICES

- 4.1 The Contractor shall provide the Services to the Commonwealth:
- a. for the period, at the times and locations (as applicable), and in accordance with any requirements for the provision of the Services as specified in the Details Schedule;
 - b. using the personnel identified in the Details Schedule (if any) or otherwise using appropriately qualified, skilled and experienced personnel;
 - c. ensure that the Services are provided to a standard of quality not less than industry best practice for services of the same type as those Services and, without limiting clause 4.1a, in a timely manner;
 - d. to the satisfaction of the Commonwealth Representative; and
 - e. in accordance with any other requirements specified in the Contract.
- 4.2 The Contractor shall promptly notify the Commonwealth if the Contractor or any of its officers, employees, agents or subcontractors becomes aware that the Contractor will be unable to provide all or part of the Services in accordance with the requirements of this clause 4.

5. REPLACEMENT SERVICES

- 5.1 If the Contractor fails to provide the Services in accordance with the Contract, the Contractor shall, at its cost, provide replacement Services or take any other action to rectify any aspect of the Services which do not comply with the Contract, as directed by the Commonwealth.

6. NATURE OF ENGAGEMENT

- 6.1 The Commonwealth engages the Contractor to provide the Services as an independent contractor and not as the Commonwealth's agent or employee. The Contractor has no authority to bind the Commonwealth or act on the Commonwealth's behalf at any time. The Contractor is not entitled to any benefit from the Commonwealth usually attributable to an employee.

7. REMOVAL OF CONTRACTOR'S PERSONNEL

- 7.1 The Commonwealth, acting reasonably, may give notice requiring the Contractor to remove any personnel from work in respect of the Services. The Contractor shall promptly arrange for their replacement with personnel of appropriate qualifications, skills and experience acceptable to the Commonwealth at no additional cost to the Commonwealth.

8. PAYMENT

- 8.1 Subject to clause 10, the Details Schedule, and any Special Conditions, the Commonwealth shall pay:
- a. the Contract Price to the Contractor within 20 days after receipt of a correctly rendered invoice; or
 - b. if the Details Schedule provides for the payment of the Contract Price by way of:
 - (i) instalments, the amount of the relevant instalment to the Contractor within 20 days after receipt of a correctly rendered invoice; or
 - (ii) milestone payments, the amount of the relevant milestone payment to the Contractor within 20 days after receipt of a correctly rendered invoice; and
 - c. if the Details Schedule provides for the reimbursement of Out of Pocket Expenses, the amount of those Out of Pocket Expenses which have been incurred by the Contractor in accordance with the Contract, within 20 days after receipt of a correctly rendered invoice.
- 8.2 If the Commonwealth fails to pay a correctly rendered invoice within 20 days after the date of receipt and the Contract Price is less than or equal to A\$1 million, the Commonwealth shall pay interest on the unpaid amount at the General Interest Charge Rate calculated in respect of each day that the payment was late.
- 8.3 The Commonwealth shall pay interest whether or not the Contractor has submitted a separate invoice for the interest amount. Interest shall only be payable in accordance with this clause 8 if the interest amount exceeds A\$100.

9. INVOICE

- 9.1 An invoice is correctly rendered under clause 8 if:
- a. the amount claimed for payment is calculated in accordance with the Contract and the Details Schedule provides that the amount is due for payment;
 - b. the Services meet the requirements of the Contract; and
 - c. the invoice:
 - (i) is set out in a manner that enables the Commonwealth to ascertain the Services to which the invoice relates and that part of the Contract Price payable in respect of those Services;
 - (ii) if the Details Schedule provides for the reimbursement of Out of Pocket Expenses, the invoice separately itemises all expenses for which reimbursement is being sought. Copies of invoices substantiating the Out of Pocket Expenses shall be attached to the invoice;
 - (iii) contains the Contract number, the name and phone number of the Contractor Representative and is addressed as specified in the Details Schedule; and
 - (iv) is a valid tax invoice in accordance with the GST Act.
- 9.2 The Contractor shall promptly provide to the Commonwealth such supporting documentation and other evidence reasonably required by the Commonwealth to substantiate performance of the Contract by the Contractor or payment of the Contract Price by the Commonwealth.

10. DEDUCTION FROM PAYMENT

- 10.1 The Commonwealth may deduct from any payment of the whole or part of the Contract Price any taxes, charges, insurance premiums or levies imposed by law upon the Commonwealth which are ordinarily required to be paid by the Contractor as a result of the Contractor providing the Services. In doing so, the Contractor will be the entity that is taken to be complying with legislative requirements and the Commonwealth will not be seen to be treating the Contractor or any of its officers, employees, agents and subcontractors as anything other than an independent contractor.

11. PRICE BASIS

11.1 The Contract Price is inclusive of:

- a. GST and all taxes, duties and government charges imposed or levied in Australia or overseas;
- b. remuneration to the Contractor's officers, employees, agents and subcontractors, including salaries, wages, fees, superannuation, annual leave, sick leave, long service leave and all other benefits to which any of them may be entitled under any contract with the Contractor or under any award, statute or at common law;
- c. costs in respect of procuring and maintaining the insurances required under clause 19; and
- d. costs of compliance with all other statutory, award or other legal or contractual requirements with respect to the Contractor's officers, employees, agents and subcontractors.

12. OUT OF POCKET EXPENSES

12.1 Except as provided for in the Details Schedule, the Contractor shall perform its obligations under the Contract at its own cost and neither the Contractor nor any of its officers, employees, agents and subcontractors will be entitled to be reimbursed for any Out of Pocket Expenses incurred in providing the Services.

13. WARRANTY

13.1 The Contractor warrants that:

- a. the Services will be fit for the purpose or purposes for which services of that kind could be reasonably expected to be applied by the Commonwealth; and
- b. the Services will be provided by appropriately qualified, skilled and experienced personnel.

14. USE OF COMMONWEALTH ITEMS

14.1 The Contractor shall not, and shall ensure that its officers, employees, agents and subcontractors do not, use any Commonwealth Items for any purpose other than:

- a. a purpose for which that Commonwealth Item was designed, manufactured or constructed; and
- b. for the provision of the Services.

14.2 The Contractor shall protect all Commonwealth Items from loss or damage, maintain the Commonwealth Items in good order and promptly return the Commonwealth Items to the Commonwealth upon request by the Commonwealth, when they are no longer required to provide the Services or otherwise upon termination of the Contract.

14.3 The Contractor acknowledges that it may be provided with the ability to access Commonwealth-held information in connection with its performance of the Services, including through access to Commonwealth information technology systems. Without limiting the Contractor's other obligations under this Contract or otherwise at law, the Contractor shall not seek to access or use Commonwealth-held information except to the extent strictly required for the provision of the Services.

15. INTELLECTUAL PROPERTY

15.1 Subject to clause 15.2, title in, and ownership of all Intellectual Property associated with any deliverable or material developed by the Contractor in connection with this Contract ('**Foreground IP**') vests on its creation in the Commonwealth. The Contractor agrees to execute all documents and do all acts and things required by the Commonwealth to give effect to this clause.

15.2 The Commonwealth acknowledges that the vesting of ownership in the Commonwealth of all Foreground IP does not apply to Intellectual Property in any pre-existing material (including

software, documentation or data) which is incorporated or embedded in that deliverable or material ('**Background IP**'). In such circumstances, the Contractor grants to the Commonwealth (or shall ensure the grant of) a royalty free, irrevocable, non-exclusive, perpetual, world wide licence (including the right to sub licence) of the Background IP to use, copy, adapt, expand, develop, publish or otherwise change, the pre-existing material.

- 15.3 As permitted by law, the Contractor unconditionally and irrevocably:
- a. consents, and will obtain all other necessary unconditional and irrevocable consents, to any act or omission that would otherwise infringe any moral rights in any work that is included in a deliverable or material comprised in the Services, whether occurring before or after a consent is given; and
 - b. waives, and will obtain all other necessary unconditional and irrevocable written waivers of, moral rights,

for the benefit of the Commonwealth, its licensees and anyone authorised by any of them.

- 15.4 The Contractor warrants the provision of the Services (and the Commonwealth's use of any deliverable or material developed or supplied under the Contract) will not infringe the Intellectual Property or moral rights of any person.

16. TERMINATION

- 16.1 The Commonwealth may terminate the Contract if the Contractor:
- a. does not provide, or notifies the Commonwealth that it will be unable to provide, all of the Services for the period, at the times and locations (as applicable), and in accordance with any requirements for the provision of the Services as specified in the Details Schedule;
 - b. does not provide replacement personnel acceptable to the Commonwealth in accordance with clause 7;
 - c. breaches the Contract and the breach is not capable of remedy;
 - d. does not remedy a breach of the Contract which is capable of remedy within the period specified by the Commonwealth in a notice of default issued by the Commonwealth to the Contractor requiring the Contractor to remedy the breach;
 - e. becomes bankrupt or insolvent, except to the extent the exercise of a right under this clause 16.1e is prevented by law; or
 - f. breaches any of its obligations under clause 18.

17. TERMINATION FOR CONVENIENCE

- 17.1 In addition to any other rights it has under the Contract, the Commonwealth may at any time terminate the Contract by notifying the Contractor in writing. If the Commonwealth issues such a notice, the Contractor shall stop work in accordance with the notice, comply with any directions given by the Commonwealth and mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination, including those arising from affected subcontracts.
- 17.2 The Commonwealth will only be liable for payments to the Contractor for Services provided to the Commonwealth before the effective date of termination and any reasonable costs incurred by the Contractor that are directly attributable to the termination, if the Contractor substantiates these amounts to the satisfaction of the Commonwealth.
- 17.3 The Contractor will not be entitled to profit anticipated on any part of the Contract terminated.

18. SECURITY AND SAFETY

- 18.1 If the Commonwealth provides the Contractor with access to any Commonwealth place, area or facility, the Contractor shall comply with any security and safety requirements notified to the Contractor by the Commonwealth or of which the Contractor is aware and ensure that its officers,

employees, agents and subcontractors are aware of and comply with such security and safety requirements.

18.2 The Contractor shall

- a. comply with, and shall ensure that all subcontractors comply with, the applicable WHS Legislation when performing work under the Contract; and
- b. where applicable, comply with, and shall ensure that all subcontractors comply with, the obligation under the WHS Legislation to, so far as is reasonably practicable, consult, co-operate and co-ordinate activities with the Commonwealth, the Contractor or the subcontractors (as the case may be) and any other person who, concurrently with the Commonwealth, the Contractor or the subcontractor (as the case may be), has a work health and safety duty under the WHS Legislation in relation to the same matter.

18.3 Without limiting the Contractor's obligations under the Contract or at law or in equity (and subject to any relevant foreign government restrictions), the Contractor shall, in connection with or related to the Services, provide, and shall use its reasonable endeavours to ensure that a subcontractor provides, to the Commonwealth within 14 days (or such other period as agreed by the Commonwealth in writing) of a request by the Commonwealth any information or copies of documentation requested by the Commonwealth and held by the Contractor or subcontractor (as the case may be) to enable the Commonwealth to comply with its obligations under the WHS Legislation.

18.4 The Contractor shall not use Asbestos Containing Material in providing the Services and shall not take any Asbestos Containing Material onto Commonwealth premises in connection with providing the Services.

18.5 If a Notifiable Incident occurs in connection with work carried out under the Contract:

- a. on Commonwealth premises;
 - b. which involves Commonwealth personnel; or
 - c. which involves a Commonwealth specified system of work,
- the Contractor shall:
- d. immediately report the incident to the Commonwealth;
 - e. promptly provide the Commonwealth with copies of any notices or other documentation provided to, or issued by, the relevant Commonwealth, State or Territory regulator in relation to the Notifiable Incident;
 - f. provide the Commonwealth with such other information as may be required by the Commonwealth to facilitate the notification to or investigation by the Commonwealth regulator of the Notifiable Incident in accordance with the WHS Legislation (including the completion of the Department of Defence Form AE527 (as amended or replaced from time to time)); and
 - g. provide other reasonable assistance required by the Commonwealth to undertake mandatory incident reporting.

18.6 To the extent not inconsistent with the express requirements of the Contract, the Commonwealth may direct the Contractor to take specified measures that the Commonwealth considers reasonably necessary to comply with applicable legislation relating to work health and safety, including the WHS Legislation, in relation to the provision of the Services. The Contractor shall comply with the direction unless the Contractor demonstrates to the reasonable satisfaction of the Commonwealth that it is already complying with the WHS Legislation in relation to the matter to which the direction relates or the direction goes beyond what is reasonably necessary to achieve compliance with the WHS Legislation.

18.7 The Contractor shall ensure that the Commonwealth and Commonwealth personnel are able to make full use of the Services for the purposes for which they are intended, and to maintain, support and develop the Services, without the Commonwealth or Commonwealth personnel contravening any applicable legislation relating to work health and safety including the WHS Legislation, any

applicable standards relating to work health and safety or any Commonwealth or Defence policy relating to work health and safety.

18.8 From time to time the Commonwealth may advise the Contractor of hazards to health and safety that have been identified at, or in the proximity of, Commonwealth premises where Contractor and/or subcontractor personnel may be working.

18.9 On receipt of advice from the Commonwealth under clause 18.8, the Contractor shall undertake necessary risk assessments, identify control measures and advise Contractor and/or subcontractor personnel of the hazards and risks and relevant control measures.

19. INSURANCE

19.1 The Contractor shall procure and maintain:

- a. workers compensation insurance or registration as required by law;
- b. the insurances specified in the Details Schedule (if any); and
- c. such other insurances and on such terms and conditions as a prudent contractor, providing services similar to the Services, would procure and maintain.

20. SET OFF

20.1 If the Contractor owes any debt to the Commonwealth in connection with the Contract, the Commonwealth may deduct the amount of the debt from payment of the Contract Price.

21. INDEMNITY

21.1 The Contractor indemnifies the Commonwealth, its officers, employees and agents against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense arising out of or in any way in connection with:

- a. a default or any unlawful, wilful or negligent act or omission on the part of the Contractor, its officers, employees, agents or subcontractors; or
- b. any action, claim, dispute, suit or proceeding brought by any third party in respect of any infringement or alleged infringement of that third party's Intellectual Property or moral rights in connection with the Services.

21.2 The Contractor's liability to indemnify the Commonwealth under clause 21.1a is reduced to the extent that any wilful, unlawful, or negligent act or omission of the Commonwealth, its officers, employees or agents contributed to the liability, loss, damage, cost, compensation or expense.

22. PRIVACY

22.1 The Contractor shall:

- a. if it obtains Personal Information in the course of performing the Contract, use or disclose that Personal Information only for the purposes of the Contract subject to any applicable exceptions in the *Privacy Act 1988* (Cth);
- b. comply with its obligations under the *Privacy Act 1988* (Cth); and
- c. as a contracted service provider, not do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of the Australian Privacy Principles.

22.2 The Contractor shall notify the Commonwealth as soon as reasonably practicable if:

- a. it becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 22, whether by the Contractor, subcontractor or any other person to whom the Personal Information has been disclosed for the purposes of the Contract; or
- b. in relation to Personal Information obtained in the course of performing the Contract:

- (i) it becomes aware that a disclosure of such Personal Information may be required by law; or
- (ii) it is approached by the Privacy Commissioner.

22.3 The Contractor shall ensure that its officers, employees and agents who deal with Personal Information for the purposes of the Contract are aware of, and comply with, this clause 22.

22.4 The Contractor shall ensure that any subcontract entered into for the purposes of fulfilling its obligations under the Contract, contains provisions to ensure that the subcontractor complies with clauses 22.1, 22.2a and 22.4.

23. CONFIDENTIALITY

23.1 The Contractor shall not disclose any Commonwealth Confidential Information to any third party without the prior written consent of the Commonwealth. The Contractor will not be in breach of this clause in circumstances where it is required by law to disclose any Commonwealth Confidential Information.

24. CONFLICT OF INTEREST

24.1 The Contractor warrants that, to the best of its knowledge after making diligent enquiries at the Effective Date, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by any of its officers, employees, agents or subcontractors.

24.2 The Contractor shall notify the Commonwealth in writing promptly if such a conflict of interest arises, or appears likely to arise.

24.3 Within seven days after giving notice under clause 24.2, the Contractor shall notify the Commonwealth in writing of the steps it will take to resolve the issue. If the Commonwealth considers those steps are inadequate, it may direct the Contractor to resolve the issue in a manner proposed by the Commonwealth. If the Contractor fails to notify the Commonwealth in accordance with clauses 24.2 or 24.3 or is unable or unwilling to resolve the issue in the required manner, the Commonwealth may terminate the Contract in accordance with clause 16.

25. NOTICES

25.1 Any notice or communication under the Contract will be effective if it is in writing, signed and delivered to the Commonwealth Representative or the Contractor Representative, as the case may be, at the address, email or fax number set out in the Details Schedule.

26. ASSIGNMENT

26.1 The Contractor shall not assign any of its rights under the Contract without the prior written consent of the Commonwealth.

27. SUBCONTRACTING

27.1 The Contractor shall not subcontract the whole or part of its obligations under the Contract without the prior written consent of the Commonwealth. Subcontracting the whole or part of the Contractor's obligations under the Contract will not relieve the Contractor from any of its obligations under the Contract. Upon request the Contractor shall make available to the Commonwealth the details of all subcontractors engaged to provide the Services under the Contract. The Contractor acknowledges that the Commonwealth may be required to disclose such information.

28. APPROVALS AND COMPLIANCE

28.1 The Contractor shall obtain and maintain in full force any necessary export licences, licences, accreditations, permits, registrations, regulatory approvals or other documented authority (however described) required by law and necessary for the provision of the Services. The

Contractor shall comply with and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in the State, Territory or other jurisdictions in which any part of the Contract is to be carried out and all Commonwealth policies relevant or applicable to the Contract.

29. COMMONWEALTH ACCESS

- 29.1 If the value of the Contract (by itself or cumulatively with previous changes to the Contract) is equal to or greater than A\$100,000, the Contractor shall permit the Commonwealth and its nominees timely and sufficient access to its premises, records or accounts relevant to the Contract to conduct audits under the *Auditor-General Act 1997*. The Commonwealth and its nominees may copy any records or accounts relevant to the Contract and retain or use these records and accounts for this purpose.

30. INDIGENOUS PROCUREMENT POLICY

- 30.1 The Contractor shall use its reasonable endeavours to increase its:

- a. purchasing from Indigenous enterprises; and
- b. employment of Indigenous Australians,

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

31. WORKPLACE GENDER EQUALITY

- 31.1 The Contractor shall comply with its obligations under the *Workplace Gender Equality Act 2012* (Cth) (WGE Act), if any. If the Services constitute a procurement that is at or above the relevant procurement threshold in the Commonwealth Procurement Rules, the Contractor shall notify the Commonwealth Officer if it becomes non-compliant with the WGE Act.

32. GOVERNING LAW

- 32.1 The laws of the jurisdiction specified in the Details Schedule apply to the Contract.

33. ENTIRE AGREEMENT

- 33.1 The Contract represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

34. DEFINITIONS

- 34.1 In the Contract, unless the contrary intention appears, words, abbreviations and acronyms have the meaning given to them in the Details Schedule or this clause 34:

'Asbestos Containing Material' has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth).

'Australian Privacy Principles' has the same meaning as in the *Privacy Act 1988* (Cth).

'Commonwealth Confidential Information' means any information provided by the Commonwealth to the Contractor or which comes into the possession of the Contractor in connection with the Services which the Commonwealth has identified as confidential or the Contractor ought reasonably to know is confidential.

'Commonwealth Items' means any information (including Commonwealth Confidential Information), property or facilities made available by the Commonwealth to the Contractor for the purpose of the Services.

'Contract' has the meaning given in clause 3.

'General Interest Charge Rate' means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

'GST' means a Commonwealth goods and services tax imposed by the *GST Act*.

'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

'Intellectual Property' or **'IP'** means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.

'Notifiable Incident' has the meaning given in sections 35 to 37 of the *Work Health and Safety Act 2011* (Cth).

'Personal Information' has the same meaning as in the *Privacy Act 1988* (Cth).

'Privacy Commissioner' has the same meaning as in the *Australian Information Commissioner Act 2010* (Cth)

'Relevant Employer' means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Contractor will continue to be obligated as a Relevant Employer for the period of the Contract until the number of its employees falls below 80.

'WHS Legislation' means:

- a. the *Work Health and Safety Act 2011* (Cth) and the *Work Health and Safety Regulations 2011* (Cth); and
- b. any corresponding WHS law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth).

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA:

s22
[Redacted]
(signature)

s47E(c)
[Redacted]
(print name and position)

10 Dec 2019
[Redacted]
(date)

In the presence of:

s22
[Redacted]
(signature of witness)

s47E(c)
[Redacted]
(print name of witness)

10/12/19
[Redacted]
(date)

SIGNED for and on behalf of

THE CONTRACTOR:

s22
[Redacted]
(Authorised Representative
signature)

s47F
[Redacted]
(print name and position)

4/12/2019
[Redacted]
(date)

Executed as the Managing Director of Data Monk Pty Ltd and personally guaranteed.

ANNEX A – STATEMENT OF WORK

1. INTRODUCTION

- 1.1 This Statement of Work (SOW) defines the non-recurring activities required to perform a preliminary feasibility assessment and planning activities supporting the development of automated toolsets to provide situation awareness information based on data output from deployed tactical system(s).
- 1.2 The Maritime Electromagnetic Manoeuvre Warfare Program (M-EMW, SEA5011) seeks to provide a suite of resources and tools for the management of the Electromagnetic Spectrum (EMS) in the maritime environment. The M-EMW technical solution is required to utilise the suite of existing on-board sensors to support collection and measurement of the EMS.
- 1.3 To support the development of understanding and capability in relation to the measurement and categorisation of the EMS a 24 hour environmental survey of the radio frequency (RF) portion of the EMS of Sydney Harbour was performed (Garden Island); resulting in a baseline unclassified data set.

2. OBJECTIVE

- 2.1 The objective of this work package is to inform Defence of feasible techniques, processes or tools for categorisation and management of the EMS. Commonwealth insight gained through this work package may be used to aid decisions on forward options across a number of projects and initiatives.

3. DELIVERABLES

- 3.1 The Contractor shall produce, update and deliver all data items to the Commonwealth in accordance with the Contract Data Requirements List (CDRL) at clause 5 of this SOW.
- 3.2 For CDRL01, the Contractor shall demonstrate and present their initial review and analysis of the information provided by the Commonwealth (in accordance with clause 4.1 below this SOW). The Contractor's presentation shall address, as a minimal set:
 - a. the integrity of the data (in accordance with clause 3.13 of this SOW);
 - b. the Contractor's analysis of the basic statistical makeup of the provided data set; and
 - c. the Contractor's analysis of target areas and methods for detailed analysis.
- 3.3 The Contractor shall present the outcomes of the initial analysis (per clause 3.2 of this SOW) to project stakeholders at a time and place agreed between the Contractor and the Commonwealth (note this may be face to face or via video conference).
- 3.4 The Defence program manager in consultation with the Contractor will determine relevant stakeholders.
- 3.5 The scope of the analysis supporting progression to delivery of CDRL02 will be agreed with Defence after the delivery of CDRL01. Defence will assess the level of value and innovation in making this determination.
- 3.6 For CDRL02, the Contractor shall demonstrate and present a detailed analysis of the information provided by the Commonwealth (in accordance with clause 4.1 of this SOW) and provide a Detailed Analysis Report that summarises the Contractor's findings. Without limiting the innovation by the Contractor, the Detailed Analysis Report should:
 - a. identify networks or relationships;
 - b. identify network behaviours or patterns;
 - c. identify 'outliers' or anomalous behaviours; and
 - d. propose methods for developing a description of 'pattern-of-life' behaviour.
- 3.7 The Detailed Analysis Report shall include a description of the analytical process followed by the Contractor.
- 3.8 The Commonwealth acknowledges that the Contractor's execution methodology is highly flexible. The Detailed Analysis Report will include a description of the execution methodology

ANNEX A – STATEMENT OF WORK

followed by the Contractor in performing its analysis, including an explanation of any analytical decision that results in the reprioritisation or cancellation of planned analytical activities.

- 3.9 The Commonwealth Representative may provide comments to the Contractor after the delivery of CDRL02. The Contractor will reasonably consider these comments in determining the form of CDRL03.
- 3.10 For CDRL03, the Contractor shall present the outcomes of the Detailed Analysis Report to project stakeholders at a time and place agreed between the Contractor and the Commonwealth.
- 3.11 The Defence program manager in consultation with the Contractor will determine relevant stakeholders.
- 3.12 To support the presentation of the detailed analysis, the Contractor shall:
- demonstrate an ability to automate the input of environmental scan data sets into a suitable processing environment;
 - demonstrate techniques for the display of information / data collected; and
 - demonstrate the techniques for the identification of 'pattern-of-life'.
- 3.13 The Contractor shall develop and demonstrate methods for verifying that the data set conversion accurately reflects the supplied data set (i.e. has no omissions and/or errors).
- 3.14 The Contractor may identify opportunities for further innovation, which are to be included in CDRL02. However, this SOW does not obligate Defence to follow up on any identified opportunities.

4. GOVERNMENT FURNISHED INFORMATION

- 4.1 The Commonwealth shall provide the following information to the Contractor at the times and places detailed below:

Item	Date Required	Location Required
Environmental Survey Data	ED + 1 week	Electronic

5. CONTRACT DATA REQUIREMENTS LIST

CDRL Line Number	Data Item Title	SOW Clause Ref	Version	Delivery Schedule	C'wealth Action Period	C'wealth Action Required
01	Preliminary Analysis Presentation	3.2	Final	ED + 4 weeks	1 week	Information
02	Detailed Analysis Report	3.6	Final	ED + 12 weeks	3 weeks	Information Research Priority Research Scope
03	Detailed Analysis Presentation	3.12	Final	ED + 18 weeks	n/a	Information

ANNEX A – STATEMENT OF WORK

6. MILESTONE PAYMENTS

M/S	Description	Nominal Date	Value	
			Exc. GST	Inc. GST
1	Delivery of Preliminary Analysis	ED + 4 weeks	s47G	
2	Delivery of Detailed Analysis Report	ED + 12 weeks		
3	Delivery of Detailed Analysis Presentation	ED + 18 weeks		
	Total Price		\$75,875	\$83,462.50

7. CONTRACTOR'S EXECUTION METHODOLOGY

7.1 In producing the Detailed Analysis Report, the Contractor will execute an iterative, scalable, and agile methodology. This methodology will incorporate the following characteristics:

- a. Delivery will be planned within an overarching defined scope and approach.
- b. The defined scope and approach will include a series of phases.
- c. During these phases, activities will be performed within a series of repeated, time-boxed delivery windows. These delivery windows will be called sprints. Each sprint has a unique scope of activities.
- d. The scope of activities of each sprint will be defined at the commencement of the sprint, and managed with intentional flexibility throughout the sprint. Additional activities may be identified during the sprint and added to the list. Activities identified as being no longer required may be removed from the list, or moved to a later sprint.
- e. A backlog of activities required but not completed within sprints will be maintained.
- f. The Contractor will maintain a report of activities detailing:
 - (i) the tasks that are planned for each sprint;
 - (ii) the backlog of activities from prior sprints;
 - (iii) any tasks that are to be added to any sprint;
 - (iv) any tasks removed from any sprint and the rationale for their removal; and
 - (v) the status of all planned activities.
- g. On completion of a sprint an internal report will be generated, and will include:
 - (i) a list of activities completed within the sprint;
 - (ii) a metric of the number of activities on the backlog; and
 - (iii) a visual diagram of the status of the project, including representations of the metrics of activities completed, and backlog changes.
- h. A phase is complete when an agreed number of sprints are completed. Activities may still be left on the backlog at this time.
- i. This execution methodology provides project delivery accountability, and aids in the management of progress. It is not intended to detail the techniques used by the Contractor to perform research, investigation, creative processes or design methods. A high degree of flexibility is anticipated to be required in the Contractor's research, including use of emergent and experimental processes.



Australian Government

Department of Defence

Purchase Order

ABN: 68 706 814 312

Defence FOI 478/26/27
Document for Release

Date : 04 Dec 2019
Order No: 4501088073

Vendor:	1218694
DATA MONK PTY LTD	
s47G	
ABN: 74634053955	
s22	

Your Reference:	Quotation No:
Approved By: AE643 webservice INFPURCH	
Contact: AE643 webservice INFPURCH	
Area: MEWSPO	
Email: s47E(d)	
Tel:	Fax:
Payment Terms: Net 20 Days	
FOB Point:	

Note: The order total is inclusive of GST where applicable.

TOTAL PRICE(AUD): 83,462.50

Purchase Order in accordance with JSD/RFQ/11890/1

This order is subject to the attached terms and conditions.

Item	Description	Quantity	Unit	Unit Price	Total AUD
00001	CDRL01 Preliminary Analysis - Delivery GST @ 10.00 % Delivery date: 31 Jan 2020 N/A Please Deliver to:	s47G			
00002	CDRL02 Detailed Analysis - Delivery GST @ 10.00 % Delivery date: 27 Mar 2020 N/A Please Deliver to:				
00003	CDRL03 Presentation - Delivery GST @ 10.00 % Delivery date: 01 May 2020 N/A Please Deliver to:				
	TOTAL LINE ITEM PRICE(AUD):			83,462.50	

Please refer to line items for delivery instructions

Direct Invoices to:
MEWSPO
DEPARTMENT OF DEFENCE
s47E(c)
RUSSELL OFFICES
CANBERRA ACT 2600