

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)**SECTION 1: GUIDANCE FOR DSD-ENG-CM****(CONFIGURATION MANAGEMENT SERVICES)**

- Status: Optional (must be used if an ADF regulatory / assurance framework is applicable to the Contract)
- Purpose: Refer to Description and Intended Use.
- Policy: DEFLOGMAN Part 2 Volume 10 Chapter 4, *Configuration Management*
AAP 8000.011, Defence Aviation Safety Regulations (DASR)
Land Materiel Safety Manual (LMSM)
ANP3411-0101, Naval Materiel Assurance Publication
ANP3412-4004, Naval Materiel Configuration Management
- Guidance: This DSD defines the Configuration Management (CM) Services requirements for the Products Being Supported. This DSD defines a system of CM to meet the Defence requirements, including ADF regulatory / assurance framework requirements, for managing Maritime, Land and Aerospace materiel (including Software) systems. If ADF regulatory / assurance framework requirements do not apply to the Products Being Supported, then this DSD is optional (although strongly recommended for complex equipment).
- The draft CM clauses contained in this DSD are to be tailored to suit the required Services. The template aims to accommodate the broadest range of options.

Related Clauses/Documents:

DID-ENG-CMP, DID-ENG-CEMP, and DID-SSM-SSMP
DSD-ENG-SERV

Optional Clauses: None

5 Applicable Documents

- Status: Core
- Purpose: To identify authoritative documents applicable to the CM Services to be provided.
- Policy: TBD
- Guidance: Edit the list of applicable documents to suit the required CM Services. Drafters are not include references to Defence policy (unless the policy explicitly states its application by contractors) because these are open to interpretation within a contract and their applicability is often limited to Defence personnel.
- Drafters should note that the references identified in this clause are only applicable to the extent specified in the DSD. Clause 6.2.1.3 pulls these applicable documents into the DSD, which may need to be modified if only a portion of the applicable documents are relevant to the required CM Services.

Related Clauses/Documents:

Draft SOW clause 5.4, Engineering Organisation and System Compliance

Optional Clauses: None

6.2.1 Configuration Management Planning

- Status: Core
- Purpose: To identify the planning requirements for CM.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 4, *Configuration Management*

Guidance: Different domains within Defence (eg, Land, Sea, Air, Joint) have promulgated CM policies and requirements for in-service management of design changes. The applicable documents should be cited in clause 5, as part of the planning and control requirement for CM Services.

If the scope of CM issues for the Contract is concise, then embedding the basic CM planning requirements into the CEMP or SSMP may be sufficient, and appropriate. Select from the optional clauses accordingly. Also select the applicable plan (CMP, CEMP, or SSMP) in the clauses that follow.

A third approach for smaller contracts (not drafted as an option) is to amend the clauses for the Contractor to follow a Defence-provided CMP, as provided by the SPO managing the Contract (and included in the DSD as an Applicable Document).

Related Clauses/Documents:

DID-ENG-CMP and DID-ENG-CEMP

Optional Clauses: None

6.2.2 Baseline Management

Status: Optional

Purpose: To identify the Baseline(s) that is/are to be maintained under the Contract.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 4, *Configuration Management*

Guidance: Management of the Configuration Baseline(s) should be addressed in the CMP or other the governing plan when rolled up into a higher level plan.

Functional and Product Baselines should have been developed in the Acquisition Phase and maintained during any preceding period in-service. It will be necessary for the Contractor, if providing this level of Engineering Support, to maintain them.

The inclusion of a system-safety certification basis, and associated baseline documentation (eg, for a safety case), should be consistent with the system-safety program described in DSD-ENG-SERV clause 6.2.7. Likewise (and using many of the same documents), if a Certification Basis / Type Certification Basis description (clause 6.2.3) is to be maintained by the Contractor, it should also be included.

Drafters should enter the applicable Baselines into the sub-paragraph list, noting that not only the Mission System but numerous Support System Components may require management of their Baselines and associated documentation.

Related Clauses/Documents:

DID-ENG-CMP and DID-ENG-CEMP

DID-SSM-IMSP regarding system-safety baseline documentation

DSD-ENG-SERV

Optional Clauses: None

6.2.3 Military Type Certification / Maritime Materiel Certification

Status: Optional

Purpose: **Aerospace.** To define the work requirements associated with maintaining Aircraft Military or Military Restricted Type Certification (as applicable), where that responsibility is to be passed to the Contractor.

Maritime. To define the work requirements associated with maintaining ship / submarine certification, where that responsibility is to be passed to the Contractor.

Policy: ANP3411-0101, Naval Materiel Assurance Publication

DASR 21 Subpart B, Military Type-Certificates and Military Restricted Type-Certificates

DASR 21 Subpart D, Changes to Military Type-Certificates and Military Restricted Type-Certificates

Defence Seaworthiness Management System Manual

Guidance:

This clause only applies to aircraft or ship / submarine contracts, where the Contractor is to maintain certification for the Materiel System. Both aerospace and maritime regimes seek on-going assurance that Materiel Systems conform to an approved baseline (basis description), that ensure risks to safety are reduced So Far As Reasonable Practicable (SFARP), and compliance with environmental laws and regulations. Certification is achieved during acquisition; however, there is a need to maintain certification during through-life maintenance activities and configuration changes.

Note that the ADF regulatory / assurance frameworks (and organisations) for aerospace and maritime domains were evolving when this version of ASDEFCON (Support) was drafted. Drafters are to review current policy documents and seek advice from the relevant authority when considering this clause.

Drafters are to select the optional clause for the applicable environment, and further develop the clause as required.

While maintaining certification is an on-going assurance activity, certification-related work often occurs with modifications and at the completion of major servicing / docking activities. If the work is expected to be intermittent or difficult to quantify, then the optional clause for S&Q Services may also be included. In other cases, sustaining an on-going semi-independent certification team is warranted, and would be appropriate as a Recurring Service.

Aerospace. Drafters should refer to DASR 21 Subpart B for guidance. The Defence Aviation Safety Authority (DASA) should be consulted to establish on-going certification requirements.

Maritime. Drafters should refer to the ANP3411-0101, *Naval Materiel Assurance Publication*, and seek advice from the Navy Materiel Seaworthiness Assurance Agency (NMSwAA).

Related Clauses/Documents:

DID-ENG-CMP and DID-ENG-CEMP

Optional Clauses: None

6.2.4 Configuration Identification

Status: Optional

Purpose: To define the need for identifying CIs, including their functional and physical characteristics.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 4, *Configuration Management*

Guidance: The Product Baseline(s) should have been initially developed during the Acquisition Phase and maintained during any preceding in-service period.

Changes to the identified CIs, or their functional and physical characteristics because of a Major Change or Minor Change, should be captured as part of that process; and the applicable Product Baseline(s) updated. However, in the event that the requirement is not explicitly included within another contract document (eg, if Configuration Identification is omitted from the scope of an S&Q Service request), the first two clauses under clause 6.2.4 ensure that Configuration Identification continues under the Contract in order to maintain the Product Baseline(s).

Correct CM practices during acquisition and preceding support periods should mean that further Configuration Identification will only be required as part of a managed

change program. However, if Configuration Identification data and Product Baseline(s) are known to be incomplete or inaccurate, then this may require corrective action to be undertaken by the Contractor and an optional clause is provided for this eventuality. However, as these inaccuracies are likely to be carried through from the acquisition or previous in-service periods, the Commonwealth should review options to correct the situation via warranties (for those other contracts) before including the optional clause. The Contractor will usually not be responsible for correcting the inaccuracies that can be corrected under warranty from another Contract.

If requiring the Contractor to undertake Configuration Identification as a one-off activity to correct extant omissions or inaccuracies, then optional clause 6.2.4.3 should be retained; otherwise, it should be deleted. If retained, the clause may be tailored as necessary, including the identification of an alternative completion date if OD is unrealistic.

Related Clauses/Documents:

Clause 6.2.2 Baseline Management

DID-ENG-CMP, DID-ENG-CEMP and DID-SSM-SSMP

DSD-ENG-SERV (or stand-alone DSD) for managing engineering changes.

There may also be a Systems Engineering Management Plan (SEMP) (eg, using DID-ENG-MGT-SEMP-2) and / or Software Management Plan (SWMP) (eg, using DID-ENG-SW-SWMP) to govern the Contractor's engineering development activities for Major Changes to hardware and Software.

Optional Clauses: None

6.2.5 Configuration Control

Status: Core

Purpose: To identify the Configuration Control processes to be performed by the Contractor.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 4, *Configuration Management*

Guidance: Configuration Control aspects should be addressed in the CMP, or the plan detailing the CM requirements if rolled up into a higher-level plan.

Under the template, high-level clauses for the development of Major Changes are contained in DSD-ENG-SERV, while the development of SWCPs is covered under DSD-ENG-SW. Depending upon which DSDs are selected and how they are tailored, drafters will need to amend clause 6.2.5.2 accordingly.

Drafters should also consider whether or not the Contractor will be required to participate in Configuration Control Boards (CCBs) conducted by Defence, or vice-versa. If this participation is required, drafters should consider adding applicable clauses to this effect.

Finally, Configuration Control must be applied to any Deviations (variances) to the Baseline(s) for the Products Being Supported. In a broader sense, Deviations are managed as a Quality process required by the SOW (where a Deviation also applies to a non-standard process, not only product variances). Accordingly, this DSD refers to clause 11.4 of the SOW for the submission and management of Deviations.

Related Clauses/Documents:

Draft SOW clause 11.4, Non-Conforming Services

DID-ENG-CMP, DID-ENG-CEMP and DID-SSM-SSMP

DSD-ENG-SERV

There may also be a SEMP and / or a SWMP to govern the Contractor's engineering development activities for Major Changes to hardware and Software.

Optional Clauses: None

6.2.6 Configuration Status Accounting

- Status:** Core
- Purpose:** To identify the Configuration Status Accounting (CSA) processes to be performed by the Contractor.
- Policy:** DEFLOGMAN Part 2 Volume 10 Chapter 4, *Configuration Management*
- Guidance:** Depending on the support strategy adopted, access to a Defence CSA system may be provided, or CSA data may be considered as a deliverable. Accordingly, a number of optional clauses are included to suit a range of possibilities.
- Drafters should refer to and apply the standards defined in the relevant Service publication for the interchange of CM data.
- Firstly, CSA aspects should be addressed in the CMP, or other plan detailing the CM requirements if these have been rolled up into a higher-level document. Drafters should insert the name of this governing plan into clause 6.2.6.1.

The CSA system options provided within the template are:

- a. Option A: the Contractor will be provided with access to a Defence CSA system, either as exclusive or shared access;
- b. Option B: the Contractor is required to have their own CSA system and provide CSA reports (CSARs) to Defence; and
- c. Option C: the Contractor is to provide CM data, in an agreed exchange format, for incorporation into a CSA system managed by Defence or another contractor (ie, an Associated Party that maintains system-level CSA data for Defence while the Contractor supports subordinate Items and provides CSA data to the Associated Party).

Options that are not required may be deleted. Further guidance for tailoring each of these options is, as follows:

- a. For Option A, drafters need to insert the name of the Defence CSA system into the clauses, which may be an existing system (eg, CMT-U) or CSA functions within the Defence ERP System, if the Defence ERP System and the applicable function is available at the commencement of the Services. If the applicable CSA functions of the Defence ERP System are still to be delivered, and work will initially be undertaken using a legacy system, a note to tenderers is to be included to advise tenderers of the expected change. There are also two sub-options whereby the Contractor will be given exclusive access (Option A-1) or shared access (Option A-2). For Option A-1, Attachment E (GFM) will need to be updated for the equipment provided. For Option A-2, the number and location of CSA system terminals will need to be inserted – this may be broken out into a subclause list for multiple locations. In some contracts, both options may be applicable (eg, the Contractor is provided with terminals at one location and shares access to terminals at another).
- b. For Option B, no tailoring of the clause is necessary; however, drafters should review DID-CM-DATA-CSAR (sourced from *ASDEFCON (Strategic Materiel)* DID) for suitability and tailor the CDRL as appropriate. If this option is not required, then CDRL Line Number ENG-310 should be deleted (or replaced via Option C).
- c. For Option C, data-exchange requirements need to be developed to enable transfer of Contractor CSA data to a Defence system or another contractor's (ie, an Associated Party's) CSA system. The drafter may be able to start development of the data exchange schema using DID-CM-DATA-XDATA (sourced from *ASDEFCON (Strategic Materiel)* DID) but will need to complete this task with the preferred tenderer / Contractor (including actual test of a data transfer). This DID should be tailored using an applicable standard or other reference, such as MIL-STD-2549, EIA-836B, DEF(AUST) 10814 *Land*

Materiel Data Exchange Standard, ANP4422-6001 *Materiel Data Exchange Specification* or a 'Contractor Information Exchange' specification for the Defence ERP System (note that training materials for information exchange may be available from the ERP intranet website when these have been developed). If this option is not selected, then CDRL Line Number ENG-315 should be deleted. This Option includes a sub-option (Option C-1), for use if CSA data will be transferred to a legacy CSA system initially, before being replaced by a Defence ERP System function for CSA data.

Note that it is possible to combine Option B and Option C – for the Contractor to have a CSA system that the Commonwealth has visibility of, and to provide electronic updates for the Defence CSA. This can be achieved by selecting both options but deleting the delivery of the CSAR from Option B (ie, clause 6.2.6.7).

An optional clause is also included for when the Contractor is to incorporate, into its CSA system, CM data provided by a Defence agency or another Commonwealth-approved contractor. This may be applicable if the Contractor has system-level responsibilities for CM and Defence agencies (eg, projects/SPOs introducing or managing subordinate systems) or other contractors working on the system (ie, as Associated Parties) provide CM data for lower-level design changes. For this optional clause to be applicable, Option A (Contractor access to the Defence CSA system) would need to be selected for the preceding option. If Option B or C was selected and the Contractor will not be required to incorporate data from Defence or a third part, then drafters should delete the optional clause.

Note that to include the optional clause, to have a Contractor incorporate data from another contractor into the CSA system, requires that Option C in the preceding set of options (or equivalent) is included in the other contract to ensure that the other contractor provides the appropriate information.

Related Clauses/Documents:

Clause 6.2.3, Military Type Certification / Maritime Materiel Certification
 Draft SOW clause 3.14.4, Information System Security
 DID-ENG-CMP and DID-ENG-CEMP
 DID-CM-DATA-CSAR, Configuration Status Accounting Report
 DID-CM-DATA-XDATA, Contractor-Defence CM Data Exchange Schema

Optional Clauses: None

6.2.7 Configuration Audits

Status: Core

Purpose: To identify the Configuration Audit processes to be performed by the Contractor.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 4, *Configuration Management*

Guidance: Configuration Audit should be addressed in the CMP, or the plan detailing the CM requirements if these have been rolled up into a higher-level plan.

Related Clauses/Documents:

DID-ENG-CMP and DID-ENG-CEMP
 DSD-ENG-SERV for Mandated System Reviews

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-ENG-CM- V5.2**
2. **TITLE: CONFIGURATION MANAGEMENT SERVICES**
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 This DSD defines the requirements for Services and activities related to Configuration Management (CM) of the Products identified at Annex A to the SOW.
 - 3.2 The Commonwealth uses this DSD to define the range and scope of work related to CM required under the Contract.
 - 3.3 The Contractor uses this DSD to identify the work requirements and Commonwealth interfaces, related to CM, required under the Contract.
4. **INTER-RELATIONSHIPS**
 - 4.1 This DSD forms part of the SOW.
 - 4.2 This DSD must be applied in conjunction with the Engineering Services defined in the Engineering Support requirements of the SOW and the other associated DSDs.
5. **APPLICABLE DOCUMENTS**
 - 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to CM Services). Do not include reference to Defence policy (eg, DEFLOGMAN) unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

AAP 8000.011	Defence Aviation Safety Regulations (DASR)
ANP3411-0101	Naval Materiel Assurance Publication
LMSM	Land Materiel Safety Manual

6. SERVICE DESCRIPTION**6.1 Introduction****6.1.1 Scope of DSD**

Note to drafters: Amend the following clause to align with the scope of CM Services required under the Contract.

- 6.1.1.1 The Contractor shall provide CM Services (including Configuration Identification, Configuration Control, Configuration Status Accounting (CSA), and Configuration Audit functions) for the following types of Products listed in Annex A to the SOW for which the Contractor is annotated as having Engineering Responsibility:
 - a. Mission System(s);
 - b. Repairable Items;
 - c. Non-Repairable Items;
 - d. Software; and
 - e. Technical Data.

6.2 Services

6.2.1 Configuration Management Planning

Note to drafters: If the drafter decides whether a stand-alone CMP is required or if the CM planning requirements will be rolled up into the CEMP or SSMP, then the preferred option below should be selected and the CDRL adjusted accordingly.

Option A: For when a stand-alone CMP is required:

6.2.1.1 The Contractor shall develop, deliver and update a Configuration Management Plan (CMP) in accordance with CDRL Line Number ENG-300.

Option B: For when the CM requirements are to be addressed through the CEMP or SSMP:

6.2.1.2 The Contractor shall address CM in the [...INSERT 'CEMP' OR 'SSMP'...].

Note to drafters: Select the applicable plan in the clauses below to match the option selected above.

6.2.1.3 The Contractor shall conduct all CM activities for the Contract in accordance with the Approved [...INSERT 'CMP', 'CEMP' OR 'SSMP'...] and the applicable documents listed in clause 5 of this DSD.

6.2.1.4 The Contractor shall ensure that all Subcontractors comply with the requirements of the Approved [...INSERT 'CMP', 'CEMP' OR 'SSMP'...] and are integrated into the overall Contractor's CM activities.

6.2.1.5 The Contractor shall maintain a schedule of known CM activities, projecting work effort for a period of not less than one year in advance, or until the end of the Term where that period is less than one year.

6.2.1.6 The Contractor shall provide a copy of the Contractor's CM schedule in the format requested and within five Working Days (or other timeframe agreed between both parties) of a request for a copy of this schedule from the Commonwealth Representative.

6.2.2 Baseline Management

Note to drafters: If not required, mark this clause as 'Not used'. If required, amend the list of Baselines to be maintained. This may include Product Baselines for several Products, such as a Combat System Product Baseline and a Simulator Product Baseline, and/or Product Baselines for individual variants of a Mission System (eg, ships within a class) or major Support System Components. If a particular Baseline is defined by a document (eg, a Mission System Functional Baseline defined by a specification), then it may be suitable to insert the document in the following clause, as shown for subclause a below.

6.2.2.1 The Contractor shall maintain and update the following Configuration Baselines:

- a. [...INSERT NAME OF MISSION SYSTEM...] Functional Baseline, as defined by [...INSERT REFERENCE TO THE RELEVANT DOCUMENT(S)...];
- b. [...INSERT NAME OF MISSION SYSTEM...] Product Baseline; and
- c. [...INSERT NAME OF OTHER BASELINES...].

6.2.3 Military Type Certification / Maritime Materiel Certification

Note to drafters: If Military / Military Restricted Type Certification (for Aircraft) or Maritime Materiel Certification is not required, then mark this clause as 'Not used'. If required, amend the 6.2.3 heading as required and select the optional clauses according to requirements.

Option A: Military / Military Restricted Type Certification of Aircraft (amend as required):

- 6.2.3.1** The Contractor shall provide Technical Data in support of the update and maintenance of the Product Baseline, the Type Certification Basis, Type Record, and the [... SELECT AS APPLICABLE: Military / Military Restricted ...] Type-Certificate for [...INSERT NAME OF MISSION SYSTEM...].
- 6.2.3.2** The Contractor shall participate in, and provide submissions to, the annual aircraft Airworthiness Board to address the engineering and Maintenance Services provided by the Contractor.
- 6.2.3.3** The Commonwealth will notify the Contractor, no less than 30 Working Days prior to the conduct of the annual aircraft Airworthiness Board, of the date for, and the requirements of, the Contractor's submission to the annual aircraft Airworthiness Board.
- 6.2.3.4** The Contractor shall provide its submission referred to in clauses 6.2.3.2 and 6.2.3.3, to the Commonwealth Representative no later than 20 Working Days prior to the date of the annual aircraft Airworthiness Board, unless otherwise agreed by the Commonwealth Representative.

Option B: Maritime Materiel Certification (amend as required):

- 6.2.3.5** The Contractor shall provide Technical Data in support of the update and maintenance of the Certification Basis and Approved concessions or Approved Deviations for [...INSERT NAME OF MISSION SYSTEM...].
- 6.2.3.6** For the purposes of the periodic review and update of the Certification Basis, the Contractor shall provide the required information to the Commonwealth Representative on the engineering and Maintenance activities that the Contractor is performing, in accordance with ANP3411-0101, *Naval Materiel Assurance Publication*.

Option: Include this option if Services under clause 6.2.3 will be provided as S&Q Services.

- 6.2.3.7** The Contractor shall provide certification-related Services, pursuant to this clause 6.2.3, as S&Q Services.

6.2.4 Configuration Identification

- 6.2.4.1** Subject to clause 6.2.4.2, the Contractor shall identify and document any changes required to the Product Baseline(s), including changes to the identified CIs or changes to the description of their physical and functional characteristics.
- 6.2.4.2** Where a change to a Product Baseline is required as an outcome of another Service that is provided as an S&Q Service (eg, the development of a Major Change), the change to the Product Baseline shall be included as part of that other Service.

Note to drafters: If Configuration Identification data is known to be incomplete or inaccurate and not suitable for the Contract in its current form, the following option allows for a one-off task

to address this deficiency. If not required, clause 6.2.4.3 should be deleted. If it is unlikely that the task can be completed by OD, or another change is required, amend the clause as necessary.

Option: For when Configuration Identification data is not transferable from a previous contract (including a Contract (Acquisition)).

- 6.2.4.3** Before the Operative Date and in accordance with the Approved Phase In Plan, the Contractor shall:
- a. identify all CIs that constitute the Products specified in clause 6.1.1.1; and
 - b. uniquely identify all documents that disclose the performance, functional and physical attributes of the Products specified in clause 6.1.1.1, so that the documents may be accurately associated with the Configuration Baselines specified in clause 6.2.2.1.

6.2.5 Configuration Control

Note to drafters: If the Contractor will be required to participate in Defence Configuration Control Boards (CCBs) (or vice-versa), drafters should consider adding applicable clauses to this effect.

- 6.2.5.1** The Contractor shall manage configuration changes and Deviations, including their:
- a. physical and functional design characteristics;
 - b. request and documentation;
 - c. for configuration changes only, classification as Major Changes or Minor Changes;
 - d. evaluation and coordination; and
 - e. implementation and Verification of the changes.

Note to drafters: Amend the following clauses to identify the DSDs where the processes to be used for the development of ECPs and SWCPs are specified. Additionally, amend the following clauses if Baselines, other than the Product Baseline, are required to be managed by the Contractor (as specified under clause 6.2.2).

- 6.2.5.2** The Contractor shall develop and submit ECPs/SWCPs in accordance with [...INSERT 'DSD-ENG-SERV' and 'DSD-ENG-SW', respectively,...] to implement changes to a Product Baseline.
- 6.2.5.3** The Contractor shall classify changes to a Product Baseline as either a Major Change or a Minor Change.
- 6.2.5.4** The Contractor shall submit all proposed Major Changes to a Product Baseline to the Commonwealth for Approval.
- 6.2.5.5** The Contractor shall submit all proposed Minor Changes to a Product Baseline to the Commonwealth Representative for review.
- 6.2.5.6** At the request of the Commonwealth Representative, the Contractor shall resubmit a proposed Minor Change to a Product Baseline as a proposed Major Change to the Product Baseline in accordance with clause 6.2.5.2.
- 6.2.5.7** The Contractor shall, for any proposed change to a Baseline, ensure that all Baselines are mutually consistent and compatible and in accordance with the requirements of [...INSERT RELEVANT POLICY, EG, MSD LOGISTICS INSTRUCTION 07-1...].

Note to drafters: Amend the following clause if Major changes will be managed through a stand-alone DSD or if DSD-ENG-SW is not used.

- 6.2.5.8** The Contractor shall implement all Approved Major Changes to a Baseline in accordance with this DSD, DSD-ENG-SERV and DSD-ENG-SW, as applicable to the change.
- 6.2.5.9** The Contractor shall submit an Application for a Deviation in accordance with clause 11.4 of the SOW, for any Services that will or are likely to result in a non-conformance with a Baseline.
- 6.2.5.10** The Contractor shall not perform the Service that would result in a non-conformance with a Baseline until the Deviation has been Approved by the Commonwealth Representative.

6.2.6 Configuration Status Accounting

Note to drafters: Select the applicable plan in the clause below.

- 6.2.6.1** The Contractor shall use, in accordance with the Approved [...INSERT 'CMP', 'CEMP' OR 'SSMP'...], a CSA system that correlates, stores, maintains and provides readily available views of all configuration information relating to the Products specified in clause 6.1.1.1 and their Baselines.

Note to drafters: Select an option based on whether the Contractor will have on-line access to a Defence CSA system (Option A), be required to have their own CSA system (Option B), or be required to exchange CSA data with Defence or an Associated Party (another contractor) (Option C). Further requirements when selecting each option are:

- **Option A (access to a Defence CSA system):** Select Option A-1 for exclusive use or Option A-2 for shared access to the CSA system. If the CSA function will be available within the Defence ERP System before OD, then the note to tenderers can be deleted and a reference to the Defence ERP System inserted. If the Defence ERP System is available via common hardware used for other functions, then both Options A-1 or A-2 can be deleted.
- **Option B (Contractor to have a CSA system):** Review and update the CDRL for the delivery of CSA Reports.
- **Option C (Exchange of CSA system data):** If chosen, DID-CM-DATA-XDATA will be required (as a schema) to specify data-exchange requirements. A schema may need to be developed with the Contractor or they may have an existing schema for data exchange with the Commonwealth. If CSA data will initially be transferred to a legacy CSA system, before transitioning to the Defence ERP System, a sub-option identifies the potential need to update the schema (eg, by developing DID-CM-DATA-XDATA).

Option B and Option C may be combined to remove the need for CSA Reports (clause 6.2.6.7). If Option B or C is not required, delete the applicable CDRL line entry.

Option A: For when the Contractor will be provided with on-line access to a Defence CSA system (eg, "CMT-U / TeamCentre" or "within the Defence ERP System"). Insert the system name where indicated.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years, with the initial tranche supporting CM for Land Materiel. References to the Defence CSA system below should be considered as references to the Defence ERP System, used to perform relevant functions.

Changes to the draft Contract, for the Defence ERP System (and updated policy references), will be included in negotiations for any resultant Contract. If the Defence ERP System performing the relevant functions has not been implemented by ED, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.

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

- 6.2.6.2** The Commonwealth shall provide the Contractor with on-line access to the Defence CSA system, [...INSERT NAME OF SYSTEM...], for the purposes of undertaking clause 6.2.6.1 for this Contract.

Option A-1: For when the Contractor will be provided with hardware and Software for a Defence CSA system.

- 6.2.6.3** The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS, to support the use of [...INSERT NAME OF SYSTEM...], as detailed in Attachment E.

Option A-2: For when the Contractor will share access to a Defence CSA system.

- 6.2.6.4** The Commonwealth shall provide the Contractor with access to [...INSERT NUMBER...] of shared [...INSERT NAME OF SYSTEM...] terminals at [...INSERT LOCATION/TIME DETAILS...].

Option B: For when the Contractor will NOT be provided on-line access to a Defence CSA system and the Contractor will be required to implement a system with similar functionality.

- 6.2.6.5** The Contractor shall implement a CSA system to meet the requirements of clause 6.2.6.1.
- 6.2.6.6** The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Contractor's CSA system for the Term.
- 6.2.6.7** The Contractor shall deliver CSA reports from the Contractor's CSA system in accordance with CDRL Line Number ENG-310.

Option C: For when the Contractor is required to develop a schema in order to exchange data between its CSA system and a Defence (or Associated Party's) CSA system.

Note to tenderers: If the preferred tenderer has an existing and suitable data-exchange schema, clause 6.2.6.8 will be considered for deletion during negotiations.

- 6.2.6.8** The Contractor shall develop, in consultation with the Commonwealth, a schema for the exchange of CSA data between the Contractor's CSA system and the Defence CSA system (or an Associated Party nominated by the Commonwealth Representative), and with Subcontractors' and other parties' systems, as necessary to ensure that the delivered CSA data is both timely and accurate.
- 6.2.6.9** The Contractor shall deliver CSA system exchange data to the Commonwealth (or an Associated Party nominated by the Commonwealth Representative), in accordance with CDRL Line Number ENG-315.

Note to drafters: If the Defence ERP System will replace an existing Defence CM system, at some time during the Contract, drafters may need to include the following option. If a revised schema will be developed under a different contract held by the Contractor (and then used for this contract), or if the CM functions within the Defence ERP System will be available before the commencement of CM Services (as an original schema), then this option is not required. The note and clause may be amended if more up-to-date information for ERP is available.

Option C-1: Include this option when the Defence ERP System will introduce CM functionality and supersede the use of a legacy Defence CSA system during the Contract.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years, with the initial tranche supporting CM for Land Materiel. Introduction of the Defence ERP System may affect the structure and formatting requirements for CSA exchange data and the associated transfer processes described in the Approved CMP.

- 6.2.6.10** If requested by the Commonwealth Representative, the Contractor shall develop, in consultation with the Commonwealth, a revised schema for the exchange of CSA data between the Contractor's CSA system and the Defence ERP System, and with Subcontractors' and other parties' systems, as necessary to ensure that the delivered CSA data is both timely and accurate.
- 6.2.6.11** The Contractor shall undertake the development of the revised schema, as required by clause 6.2.6.10, as an S&Q Service.

Note to drafters: The following optional clause requires the Contractor to incorporate CSA data provided from other contractors (not its Subcontractors) or Commonwealth agencies. This

option is only feasible if Option A (above) is selected. If not required, delete the optional clause. Refer to guidance for additional information.

Option: For when the Contractor is to incorporate, into the CSA system, CM data that is provided to it by the Commonwealth and/or other contractors.

6.2.6.12 The Contractor shall incorporate, into the CSA system, updates to CM data provided to it by the Commonwealth and Commonwealth-approved third parties (eg, other contractors with responsibilities for subordinate components of the Products Being Supported).

6.2.7 Configuration Audits

Note to drafters: Select the applicable plan from the clauses below to match the option selected above. If DSD-ENG-SERV is modified, the cross-references to the System Review clauses may also need to be changed below.

- 6.2.7.1** The Contractor shall conduct an FCA, on each Product modified via a Major Change, in accordance with the Approved [...INSERT 'CMP', 'CEMP' OR 'SSMP'...] and clause 6.2.11 of DSD-ENG-SERV when requested by the Commonwealth Representative.
- 6.2.7.2** The Contractor acknowledges that the objective of an FCA for a Product is to demonstrate that the Product's actual performance complies with all elements of its specification.
- 6.2.7.3** The Contractor shall conduct a PCA, on each Product modified via a Major Change, in accordance with the Approved [...INSERT 'CMP', 'CEMP' OR 'SSMP'...] and clause 6.2.11 of DSD-ENG-SERV when requested by the Commonwealth Representative.
- 6.2.7.4** The Contractor acknowledges that the objectives of a PCA for a Product are to:
- a. confirm that the 'as-built' or 'as-coded' configuration is consistent with the configuration documentation;
 - b. confirm that the configuration documentation is complete and accurate; and
 - c. establish or Verify the Product Baseline for the Product.
- 6.2.7.5** The Contractor shall invite the Commonwealth to witness all System Audits, Process Audits (process Verification), FCAs, and PCAs.
- 6.2.7.6** Unless otherwise advised in writing by the Commonwealth Representative, the Commonwealth Representative, or appointed representative(s), shall witness Configuration Audits.
- 6.2.7.7** Unless the Commonwealth Representative has advised that it will not witness a Configuration Audit in accordance with this clause 6.2.7, the Contractor shall not conduct that Configuration Audit in the absence of Commonwealth witnesses.
- 6.2.7.8** The Commonwealth Representative may require the Contractor to conduct an FCA or PCA independently of a Major Change and, in such circumstances, the Commonwealth Representative will advise the Contractor of:
- a. the Configuration Audit type(s);
 - b. the scope and objectives of the Configuration Audit (eg, the specific Product to be audited);
 - c. the reporting requirements, including report format;
 - d. any deliverables in addition to the reporting requirements; and
 - e. any other requirements applicable to the type of Configuration Audit.
- 6.2.7.9** The Contractor shall conduct Configuration Audits, which are undertaken in accordance with this clause 6.2.7, as S&Q Services.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)**SECTION 1: GUIDANCE FOR DSD-ENG-SEC****(SYSTEM SECURITY SERVICES)**

- Status: Optional
- Purpose: To identify requirements for security Services for Security Systems-of-Interest (SSoIs), their Targets of Security Assessment (ToSAs) (if applicable), and other Digitally Enabled Systems and Equipment (DESE) and Software.
- Policy: Refer to the definition of Governing Security Documents in the Glossary.
- Guidance: This DSD is required when the scope of security Services will involve the Contractor having overall security responsibility for the Mission System(s) identified in Annex A to the SOW, in those circumstances where the Contractor is:
- a. the Original Equipment Manufacturer (OEM) or the Design Authority; and/or
 - b. required to provide system-level security responsibilities coordinated through a Technical Support Network (TSN) or Design Support Network (DSN).

In general, this DSD should not be invoked where:

- a. the Contractor will not have system-level responsibilities for a Mission System (eg, the proposed Contract is for support of a range of Repairable Items (RIs) only); or
- b. the Mission System and/or other Products Being Supported are not complex, the security implications associated with the use of the Products is not significant (eg, as determined through the assessed Business Impact Levels (BILs)), or another party has overall system-level responsibilities and the Contractor will simply be providing information (as part of the Services) to that other party to enable them to perform their security responsibilities.

If a decision is taken to not invoke this DSD, the DSD should be utilised as a source of applicable clauses to incorporate security-related Services into other DSDs (eg, DSD-ENG-SERV or DSD-MNT-SA) so that the scope of the Contractor's security responsibilities is clear and will enable Commonwealth security obligations to be met.

DSD-ENG-SEC addresses all aspects of system security, including physical security, Emanation Security (EMSEC), Information and Communications Technology (ICT) security, cyber security and, if applicable, personnel security (ie, when Contractor Personnel will be responsible for operating, maintaining or upgrading a system/product). System security involves security as it applies to the systems, equipment and Software identified as Products Being Supported at Annex A to the SOW, but does not include the programmatic and contract-management aspects of security, which are addressed through SOW clause 3.13 and COC clause 11.10.

The four main categories of system security are identified separately because they typically involve different authorities in relation to Security Authorisations, as follows:

- a. physical security: as identified under Principle 73 of the Defence Security Principles Framework (DSPF) (Physical Security Certification and Accreditation);
- b. EMSEC: the delegate authorised by the Capability Manager or Australian Signals Directorate (ASD), depending upon the security levels involved;
- c. ICT security: Defence Cyber and Information Assurance Branch (DCIAB) in Joint Capabilities Group (JCG); and
- d. cyber security: the System Owner delegated by the relevant Capability Manager, with support and input from DCIAB in JCG, noting that the Chief of Joint Capabilities (CJC) is the ADF Cyberworthiness Authority.

Personnel security is principally addressed through COC clause 11.10, but has also been explicitly included in this DSD because Contractor Personnel form part of the

Support System, which is one of the SSols. This approach enables any specific security issues with Contractor Personnel (eg, any implications associated with a configuration change to the Mission System) to be addressed in an ongoing way as part of the security Services.

There are a number of key terms that underpin and help to define the scope of the security Services, as follows:

- a. Governing Security Documents;
- b. Security Authorisation;
- c. Security System of Interest (SSol); and
- d. Target of Security Assessment (ToSA).

Drafters should familiarise themselves with these terms before starting to amend the security clauses in this DSD, particularly the interactions between the terms 'SSol' / 'ToSA' and the terms 'Product' and 'Products Being Supported'. In particular, attention is drawn to the fact that SOW Annex A does not include a column in any of the tables to identify whether particular Products Being Supported are the subject of security Services. While there is an inference (eg, due to the inclusion of the DSD within Engineering Services) that the 'Engineering Responsibility (Eng. Resp.)' column in SOW Annex A would also apply to system security Services, this is not the case. The determination as to the Products that are the subject of security Services is defined through clause 6.1.1.1 of this DSD.

A significant proportion of the work required under this DSD supplements the work required under the main body of the SOW and other DSDs, such as DSD-ENG-SERV, DSD-ENG-SW and DSD-MNT-SA. As such, where the work is identified as an S&Q Service in the main DSD (eg, Developmental Activities for Major Changes in clause 6.2.5 of DSD-ENG-SERV), the security-related work for this activity is also undertaken as an S&Q Service. There is only one clause in DSD-ENG-SEC that identifies an S&Q Service, which is clause 6.2.10 relating to security advisory Services, and as such, there are no decisions to be made in this DSD in relation to deciding the payment methods for any of the security Services.

For further guidance on particular aspects of security, refer to the following information from the CASG intranet:

- a. Security For Projects:
<http://modelpedia.dpe.protected.mil.au/PublishedWebsite/LatestFinal/%7B5E812EBC-90FE-4E4C-9064-3810D9E9C084%7D/Item/A7FCF0FC-1A2D-44BD-8D9B-4F10BC88C90B>; and
- b. JCG Cyber Security Awareness intranet site at:
<http://drnet/defence/cybersecurity-awareness/Pages/default.aspx>
- c. CASG Cyber Security Community of Practice (CoP), particularly the Cyber Security Guide, at:
<http://collab/CASG/Home/CyberSecurity/SitePages/Home.aspx>.

While the first location above is mainly applicable to projects (as per the name), it does have a number of useful links to the various security intranet pages.

Related Clauses/Documents:

DSD-ENG-SERV
 DSD-ENG-CM
 DSD-ENG-SW
 DSD-MNT-SA

Refer also to guidance for individual clauses

Optional Clauses: None

5 Applicable Documents

- Status: Core
- Purpose: To identify the authoritative documents applicable to the system security Services.
- Policy: Refer to the definition of Governing Security Documents in the Glossary.
- Guidance: Drafters are to:
- a. firstly, amend the definition of Governing Security Documents in the Glossary to suit the requirements of the Contract in accordance with the guidance provided below; and
 - b. only after having finalised the definition of Governing Security Documents, amend the list of applicable documents in clause 5 to identify any additional documents that will end up being specifically referenced in the DSD, noting that the various Data Item Descriptions (DIDs) include an array of applicable documents that do not need to be included here.

The template definition of Governing Security Documents includes both Government and Defence security policies, namely the Protective Security Policy Framework (PSPF), Information Security Manual (ISM), DSPF, Essential Eight Maturity Model (E8MM), Security Classification and Categorisation Guide (SCCG) at Attachment J to the COC, optional policies in relation to EMSEC, and the ability for drafters to add Service-specific policies.

The definition should be amended to remove reference to any EMSEC standards that are not applicable to the required scope of work. If this is unclear to the drafter, they should refer to the applicable Service-specific EMSEC specialists. Additionally, Service-specific standards can be added, such as the Air Force Security Manual (AFSMAN) and ANP4605 'Navy Cyberworthiness'. Commercial standards should not be included because of the implications for scope and contract management through the operation of clause 6.1.2 (see guidance below), but they may be included in the list of applicable documents in clause 5.

The documents included in either location (the definition or clause 5) need only be identified by their number and title. Other than the policy documents identified in the definition of Governing Security Documents, drafters should not include references to Defence policy in either location, unless the policy explicitly states its application by contractors, because these are open to interpretation within a contract and their applicability is often limited to Defence personnel.

Drafters should note that the references identified in clause 5 are only applicable to the extent specified in the DSD. Clause 6.1.2 pulls the Governing Security Documents into the DSD; however, if other applicable documents are incorporated into clause 5:

- a. they may need to be tailored to identify the portion of the applicable documents that are relevant to the system security Services; and
- b. existing clauses will need to be tailored or new clauses will need to be introduced to refer to them.

Once both areas have been tailored, the list of applicable documents should be suitable for all Products included within the scope of security Services, the different types of security Services required, the domain, and the Services required by the DSD once tailored.

Related Clauses/Documents:

Definition of Governing Security Documents in the Glossary.

Optional Clauses: None

6.1.1 Scope

- Status: Core
- Purpose: To identify the scope of system security Services to be provided under this DSD.

Policy: Refer to the definition of Governing Security Documents in the Glossary.

Guidance: Clause 6.1.1.1 defines the scope of system security Services required under this DSD by summarising the range of Products for which system security Services are to be provided. As stated earlier, while the clause refers to SOW Annex A, where the individual Products are listed, it does not use SOW Annex A to identify whether security Services are applicable to those Products. Instead, the security Services are applicable to any Products that are, or form part of, an SSol or ToSA and which:

- a. could be susceptible to security vulnerabilities and/or
- b. are the subject of, or included within the scope of, a Security Authorisation.

The scope of Products also includes (at clause 6.1.1.1b) any Products required by the Contractor to undertake the system security Services, such as may be required for security monitoring. This limb of the clause ensures that these additional Products will be incorporated into the scope of work, and the associated payments under the Contract, without having to be explicitly identified in SOW Annex A.

Clause 6.1.1.1 needs to be tailored to remove reference to any Products for which system security Services are not applicable, such as to remove reference to the Mission System if there are no Mission Systems identified in SOW Annex A and to remove any Security Authorisations in clause 6.1.1.1a(vii) that are not applicable to the identified Products.

Similarly, clause 6.1.1.2 needs to be tailored to incorporate the applicable categories of system security. In some cases, this will be obvious because the requirements will flow from any precursor or linked Contract (Acquisition), but if drafters are unsure, they should seek guidance from the relevant security authorities and Service-specific centres of expertise.

In relation to physical security, drafters should keep in mind that physical security associated with the provision of the Services is governed by clause 11.10 of the COC and clause 3.13 of the SOW. The physical security aspects included within the scope of this DSD only include those aspects relating to:

- a. the physical security design of a SSol / ToSA, as captured within the Security Authorisation for physical security for the SSol / ToSA; or
- b. the Contractor's additional responsibilities when the Contractor is either operating a SSol / ToSA, or performing Maintenance on the SSol / ToSA on a Defence establishment (eg, in relation to security vulnerabilities and security incidents).

Related Clauses/Documents:

Draft SOW clause 2.1, Scope of Work
 SOW Annex A, Products Being Supported
 DSD-ENG-SERV, DSD-ENG-CM and DSD-ENG-SW
 DID-SSM-ISSMP

Optional Clauses: None

6.1.2 System Security Standards

Status: Core

Purpose: To:

- a. set out the process for ensuring that, to the extent practicable, security-related Services are always being conducted against the latest version of the Governing Security Documents; and
- b. provide a 'circuit-breaker' when any changes to the Governing Security Documents result in a material change to the Contractor's scope of work.

Policy: Refer to the definition of Governing Security Documents in the Glossary.

Guidance: In general, security Services must always be conducted against the most current versions of the Governing Security Documents. The increasing emphasis on cyber security, particularly the issues to be addressed and the mechanisms to be employed, means that Government and Defence security policy (and legislation) is evolving quickly, with a number of these core security policy documents being on a three-monthly update cycle.

COC clause 1.2.1i states: “In the Contract, unless the contrary intention appears: [...] a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the Effective Date specified in the Details Schedule, or alternatively, a reference to another version of the document if agreed in writing between the parties”.

The ‘agreed in writing’ part of this clause includes notices, Approved Minutes of meetings, and other parts of the Contract such as the Glossary at Attachment M, which includes the words ‘as amended from time to time’ against a number of these standards, including the DSPF, E8MM, ISM and PSPF. Notwithstanding, it is easy for well-meaning drafters to incorporate specific versions of these documents into various part of the SOW (creating inconsistencies¹) and/or for tenderers to negotiate these words out of the resultant Contract because they perceive them as ‘unfair’.

Clause 6.1.2 specifies that the Contractor must comply with the latest version of the security documents, which aligns with the process that each of the Defence security authorities or their representatives will follow for the purposes of seeking associated Security Authorisations (ie, the assessment will always be conducted against the versions of the relevant security policies and practices that are in place at the time).

The clause also provides a timeframe (10WDs) for the Contractor to notify the Commonwealth of any material changes to their scope of work arising out of a change to a Governing Security Document. The Contractor is required to provide supporting evidence to justify that the change does materially increase their scope of work or otherwise impacts on their ability to perform their contractual obligations.

If the Commonwealth Representative is satisfied that a change to a Governing Security Document will cause a material change in scope, then clause 6.1.2.1e requires the parties to work together to agree a CCP to address the impact. This approach is a fair one, given that changes to security requirements can have significant cost and schedule implications. On a recent procurement, for example, there was a change to the data aggregation requirements, which (if implemented) would have resulted in a large cost increase and schedule extension. By having a framework similar to this one, the Commonwealth project team was able to negotiate a better outcome with the relevant security authority, which avoided the cost and schedule impacts.

Drafters should not amend this clause, without seeking specialist commercial advice, due to its sensitivity.

Related Clauses/Documents:

Definition of Governing Security Documents in the Glossary

Optional Clauses: None

6.2.1 Security Management Planning

Status: Optional

Purpose: To identify the planning requirements for the system security Services.

Policy: Refer to the definition of Governing Security Documents in the Glossary

Guidance: If system security Services are required, then an appropriate level of planning is required to manage the program and to provide the Commonwealth Representative with an applicable level of visibility. For this DSD, however, there are no options to

¹ The Precedence of Documents clause 1.7 of the COC does not resolve this. While the Glossary has a higher precedence than the SOW, this precedence specifically excludes referenced documents identified in the Glossary. Hence, reference to a specific version in any part of SOW (including DSDs) will override the ‘as amended from time to time’ in the Glossary.

'roll up' the In-Service Security Management Plan (ISSMP) into either the Contractor Engineering Management Plan (CEMP) or the Support Services Management Plan (SSMP). The rationale for this approach is that the DSD and the ISSMP go together: if the scope of work warrants the inclusion of this DSD, then the ISSMP should be included; if the scope of work does not warrant the inclusion of this DSD, then any relevant clauses should be included in other DSDs, such as DSD-ENG-SERV, which is governed by the CEMP.

The other reason for this approach is that the ISSMP incorporates the requirements for the three in-service plans required by the ISM: Incident Response Plan, Business Continuity and Disaster Recovery Plan (BCDRP), and Continuous Monitoring Plan. These three ISM-mandated plans are required for both ICT and cyber Security Authorisations and it is easier to manage these three aspects within one DID.

Of note, the Contractor's responsibilities under these plans will vary depending upon the role of the Contractor. If, for example, the Contractor is required to operate the Mission System on behalf of Defence, and it is a reasonably self-contained system (eg, a communications system), then the Contractor is likely to have full responsibility for all aspects of the three ISM-mandated plans. Under a more-normal approach, where the Contractor is not operating the system, a shared-responsibility model² would apply, and the Contractor will need to set out how this model operates, including the interfaces and interactions with the operators of the system, to ensure that the required outcomes through these plans are achieved.

Drafters should note that both *ASDEFCON (Strategic Materiel)*, and (optionally) *ASDEFCON (Complex Materiel) Volume 2*, require the Contractor (Acquisition) to develop an ISSMP, which should be 'pulled into' this Contract if a combined RFT is being considered. If this is the case, the optional clause should be selected and drafters should check the timing in the CDRL for delivery of this plan.

Related Clauses/Documents:

All other clauses under this DSD.

Optional Clauses: None

6.2.2 System Security Services – General

Status: Core

Purpose: To identify the minimum general requirements for system security Services.

Policy: Refer to the definition of Governing Security Documents in the Glossary

Guidance: This clause sets out a range of general system security Services, and may be the only clause required in a simpler support contract (in which case, drafters may transfer the clause to DSD-ENG-SERV, rather than have a separate DSD).

While there are some minor overlaps with other clauses in DSD-ENG-SEC, this clause provides the essential security-specific requirements (albeit at a high level) that work in conjunction with:

- a. clauses 3.6 and 3.13 of the main body of the SOW; and
- b. clauses 6.2.3 to 6.2.6 of DSD-ENG-SERV.

If DSD-ENG-SEC is included in a draft Contract, drafters should not make any changes to this clause.

Related Clauses/Documents:

Draft SOW clause 3.6, Co-ordination and Co-operation

Draft SOW clause 3.13, Defence Security Compliance

Draft SOW clause 5.5, Engineering Services

² The ISM defines a shared responsibility model as: "A framework that describes the management and operational responsibilities between different parties for a system. Where responsibilities relating to specific controls are shared between multiple parties, enough detail is documented to provide clear demarcation between the parties."

DSD-ENG-SERV clause 6.2.3, Engineering Investigations

DSD-ENG-SERV clause 6.2.4, Analysis of Change Requests

DSD-ENG-SERV clause 6.2.5, Developmental Activities for Major Changes

DSD-ENG-SERV clause 6.2.6, Technical Instruction Development

Optional Clauses: None

6.2.3 Security Monitoring and Testing

Status: Optional

Purpose: To require the Contractor to perform system security monitoring and testing when feasible to so.

Policy: Refer to the definition of Governing Security Documents in the Glossary

Guidance: The ISM makes it clear that system monitoring is a core system security requirement. The Continuous Monitoring Plan, within the ISSMP, is used to both comply with the ISM and for obtaining and maintaining the Security Authorisations for ICT security and cyber security. Real-time monitoring of cyber threats, security risks, and controls associated with a SSol / ToSA and its operating environment, as outlined in a Continuous Monitoring Plan, is essential for maintaining the security posture for an SSol / ToSA. Continuous monitoring may identify events that necessitate additional security actions and activities based on the assessed risk. Such events may include:

- a. changes in security policies relating to the system;
- b. detection of new or emerging cyber threats to the system or its operating environment;
- c. the discovery that controls for the system are not as effective as planned;
- d. a major cyber security incident involving the system; and
- e. major architectural changes to the system.³

While these provisions are most appropriate for ICT security and cyber security, they can also be applicable to physical security and EMSEC.

The clause is optional because the nature of the Products Being Supported and the scope of the Contractor's support responsibilities more generally may make it infeasible for the Contractor to perform the system-specific monitoring requirements. If, for example, the only feasible activities are those under clause 6.2.3.2a, then drafters should consider including this requirement into clause 6.2.2, and the clauses under clause 6.2.3 should then be deleted and replaced with a single 'Not used'.

Drafters should understand how the Contractor is most likely to be able to perform the different monitoring functions to understand whether further tailoring of these clauses is required, if the GFM provisions need to be modified, or if arrangements external to the Contract need to be implemented. This may already be captured in an existing Continuous Monitoring Plan, but if not, relevant considerations include the following:

- a. Does the SSol incorporate functionality to enable system monitoring? If so, how does the functionality operate, what access is available, and how is the monitoring data captured and stored? Is the data in a proprietary data format?
- b. Is remote monitoring allowed, noting that this would generally be unlikely for Defence systems / equipment, particularly deployable ones?
- c. Is the Contractor responsible for operating the SSol (or part thereof)? If so, can they also perform system monitoring to the extent that the system has been designed to enable this to occur?

³ This paragraph was derived from page 4 of the ISM, under the heading 'Monitor the system'. Further information can be found in the document, "17. ISM – Guidelines for System Monitoring", which can be downloaded from the Australian Cyber Security Centre (ACSC) web pages.

- d. Will the Contractor have access to the SSol as part of performing Maintenance activities and, therefore, can they also gain access to the system monitoring data as part of Maintenance? How often is this likely to occur, and if the intervening period is too long, does the Commonwealth need to provide interim drops of the monitoring data as GFI or GFD? What is the classification of the monitoring data?
- e. Will the Contractor require access to operational level Maintenance data, and if so, how will this occur? Does it need to be included as GFI/GFD? Will the Contractor be provided with access to the Defence Maintenance Management System (eg, as a Government Furnished Service (GFS))? What classification is the Maintenance data, particularly once aggregated?
- f. How will the Contractor gain access to the Commonwealth operators and maintainers, when required? How will the Commonwealth facilitate this access, and how often?

If the draft Contract (Support) is linked to an accompanying Contract (Acquisition) as part of a single Request For Tender (RFT), then there is unlikely to be an existing Continuous Monitoring Plan and many of the above questions may be difficult to answer. Under these circumstances, it may also be difficult to know how to definitely tailor this clause because the system solution is either unknown or not understood sufficiently. Drafters should consider, therefore, whether to incorporate reference to this clause (or perhaps the whole DSD) in clause 2.6 of the main body of the SOW as part of the changes to the Phase In provisions introduced through the ASDEFCON Linkages Module (ALM).

Clause 6.2.3.3 is an optional clause for security testing to be included within the scope as an adjunct to system monitoring. Security testing can include, for example, penetration testing and specific test activities for different types of Products, such as for cryptographic devices, Software applications, and gateways.

Penetration testing involves exercising real-world scenarios in an attempt to achieve a specific goal, such as compromising critical systems or data. This type of testing can be expensive and involve specialist skills, and may not be required given the security posture of the SSol / ToSA. Generally, the Continuous Monitoring Plan would identify whether such testing is required. If the need to include this requirement is unclear to the drafter, specialist security advice should be sought, such as from the individual Service subject matter experts, JCG security assessors, or the CASG Cyber Security Advisory & Assurance Directorate (CAAD).

Clause 6.2.3.4 identifies that if a security issue is suspected, the Contractor is required to undertake a security investigation in accordance with clause 6.2.9 and take subsequent actions, depending upon the significance and urgency of the issues identified in the Approved security investigation report. These actions could include:

- a. changing the ISSMP (eg, to change the actions and activities in relation to business continuity);
- b. changing the Security Standard Operating Procedures (SSOPs) (eg, to change how operators and maintainers interact with the system procedurally); and/or
- c. developing one or more configuration changes to the SSols (or parts thereof).

Related Clauses/Documents:

Clause 6.2.1, Security Management Planning

Clause 6.2.5, System Security Documentation

Clause 6.2.8, Security Requirements for Configuration Changes

Clause 6.2.9, Security Investigations

DSD-ENG-SERV clause 6.2.6, Technical Instruction Development

Draft SOW clause 3.6, Co-ordination and Co-operation, for co-ordinating access to platforms, systems and ADF operators and maintainers.

Draft Contract Attachment E, GFM and GFS

Optional Clauses: None

6.2.4 Security Tools

Status: Optional

Purpose: To set out the minimum requirements for managing and maintaining the Security-related Software licences for the applicable Products covered by the DSD.

Policy: Refer to the definition of Governing Security Documents in the Glossary

Guidance: The clause only requires minor tailoring to cross-reference to where the general Software licence clause is located.

The clause is optional because there may be no security-related Software licences that require management, depending upon the nature of the Products Being Supported and the scope of the Contractor's support responsibilities more generally. When the clause is not required, the clauses under clause 6.2.4 should be deleted and replaced with a single 'Not used'.

The purpose of this clause is to ensure that the management of these security-specific Software licences are not accidentally overlooked, particularly given the evolving nature of the requirements for ICT/cyber security.

Drafters should consider if some or all of these Software licences should be provided by the Commonwealth, to ensure that there are no compatibility issues with Software being used by the Commonwealth on the DPN/DSN, while also potentially realising cost savings. If this approach is adopted, drafters should modify the clauses accordingly, and include the proposed Software in the GFM list at Attachment E.

Related Clauses/Documents:

DSD-MNT-SA clause 6.2.7, Software Licence Management

DSD-ENG-SW

Draft Contract Attachment E, GFM and GFS

Optional Clauses: None

6.2.5 System Security Documentation

Status: Optional

Purpose: To require the development and preparation of system security documentation, including updates when required.

Policy: Refer to the definition of Governing Security Documents in the Glossary

Guidance: In general, system security documentation for a particular Security Authorisation will have been developed under the acquisition contract, but where this is not the case (eg, due to the evolving requirements for cyber Security Authorisations), the clause can provide for the initial development of these documents, noting that the same DIDs are used in both the acquisition and support templates.

The clause is optional because it may not be needed due to the nature of the Products Being Supported and the scope of the Contractor's support responsibilities more generally, particularly if the Contractor does not have system-level responsibilities. If the clause is not required, the clauses under clause 6.2.5 should be deleted and replaced with a single 'Not used'.

As drafted, the clause only includes the required security documentation for EMSEC, ICT security, and cyber security. If the drafter wishes to also include physical security, then the clause will need to be amended accordingly. Attention is drawn to the physical security DID in ASDEFCON (Strategic Materiel) (ie, DID-ENG-SOL-PSECDD – Physical Security Design Document).

The clause is deliberately separated from the 'Support to Security Authorisations' at clause 6.2.7 because there can be various activities that result in the security documentation needing to be developed or updated, including as an outcome of

security monitoring (eg, which could result in changes to the ISSMP and/or SSOPs) and Major Changes to the SSol / ToSA. The Security Authorisation documentation may also have been provided on the basis that a subsequent review or periodic review of the security posture and underpinning security basis for an SSol / ToSA will be undertaken.

The clause includes an optional requirement for when the draft Contract (Support) is linked to an accompanying Contract (Acquisition) as part of a single RFT, thereby enabling the security-related data items developed under the acquisition contract to be pulled into the Contract when required. Under these circumstances, drafters should include the optional clause, and adjust the CDRL timings accordingly. If the two Contracts will operate in parallel for an extended period, as greater quantities of systems and equipment are Accepted under the Contract (Acquisition), drafters should also consider how the two Contracts will need to inter-relate in relation to the ongoing management of the security documentation (eg, does the Contractor (Acquisition) or the Contractor (Support) have carriage of the master set?).

The clause includes a second optional requirement for when:

- a. the Contractor has responsibility under DSD-ENG-CM for maintaining the Functional Baselines (FBLs) for the Mission System and/or the Support System; and
- b. either or both of these FBLs include a Cyber Security Assurance Basis (ie, the suite of requirements against which the Materiel System is assessed in relation to cyber security).

If neither of these circumstances apply, the clause should be deleted.

Note that the clause includes reference to Objective Evidence, which is likely to include detailed information and justification that underpins the identified data items and the associated Security Authorisations, similar to the types of Objective Evidence that underpin airworthiness, land-worthiness and seaworthiness. Clause 6.2.7 includes additional requirements in relation to the provision of this Objective Evidence, which, in general, will be essential to enable the Security Authorisations to be initially provided and subsequently updated and/or re-provided.

In those circumstances where the Contractor has system-level responsibilities, but is not the OEM, the Contractor will need to establish relationships with the OEM(s) through its TSN / DSN to enable the Contractor to meet its obligations under this (and other) clauses. Additionally, the Commonwealth may need to consider providing some or all of this data as GFM, noting that some of it is likely to be classified and/or subject to export controls from the country of origin.

Given the significance of this Objective Evidence to the Contractor's obligations and the ability for the Commonwealth system managers to maintain the required Security Authorisations, clause 6.2.5.5 requires the Contractor to identify all Technical Data used to meet the security obligations of the Contract in the Technical Data List (TDL) required under clause 9.2 of the SOW.

If another contractor has the system-level security responsibilities, drafters should consider what data may need to be provided under this Contract to enable the other contractor meeting its security responsibilities (clause 3.6 of the main body of the SOW refers). No optional clauses are provided, but attention is drawn to DID-ENG-SOL-CSAI – Cyber Security Assessment Information, which may be suitable for this purpose.

Related Clauses/Documents:

Clause 6.2.3.4 (part of Security Monitoring and Testing)

Clause 6.2.7, Support to Security Authorisations

Clause 6.2.8, Security Requirements for Configuration Changes

DSD-ENG-CM clause 6.2.2, Baseline Management

Draft SOW clause 3.6, Co-ordination and Co-operation, for when information is passed to another party to perform system-level security requirements

Draft SOW clause 9.2, Technical Data

Draft Contract Attachment E, GFM and GFS

DID-SSM-TDL

All of the security-related DIDs, most of which are sourced from *ASDEFCON (Strategic Materiel)*

Optional Clauses: None

6.2.6 Cyber Supply Chain Security

Status: Optional

Purpose: To identify the requirements for management of the Cyber Supply Chain.

Policy: Refer to the definition of Governing Security Documents in the Glossary

Guidance: Contractors have a general responsibility to manage their supply chain, but clause 6.2.6 extends that responsibility for the purposes of ICT security and cyber security to ensure that the SSol-related goods and services (eg, cloud services) that will ultimately be delivered to Defence do not have security problems (eg, through the inclusion of Malware, 'Trojan horses', or other security vulnerabilities). Defence policy and practice requires Cyber Supply Chain security to be addressed as part of the ongoing management of an SSol. For further information on this subject, see:

- a. the Governing Security Documents, particularly the ISM and DSPF;
- b. the Defence Cyber Supply Chain Risk Management portal at:
[Defence Cyber Supply Chain Risk Management - Home \(sharepoint.com\)](#)
- c. CAAD guidance at:
[8. Supply Chain Risk Management - CAAD Knowledge Base - DevOps Confluence - DPE Environment \(mil.au\)](#)
- d. ACSC guidance at:
[Cyber supply chains | Cyber.gov.au](#)
- e. other guidance documents, such as the US National Institute of Standards and Technology (NIST) Special Publication (SP) 800-161r1, 'Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations', May 2022.

The Defence Cyber Supply Chain risk-management approach focuses on Defence internal activities, whereby JCG provides "rapid Open Source Intelligence (OSINT) analysis of possible threats and vulnerabilities to the security of a supply chain, introduced by its vendors/companies/suppliers". The ASDEFCON drafting, on the other hand, places significant responsibility for this activity on the Contractor, noting that the Contractor has responsibility under the Contract for supplying goods and services that are fit for purpose and do not contain Malware (eg, see clauses 5.16.2, 3.2 and 3.3 of the COC).

Clause 6.2.6 is focussed around the Cyber Supply Chain Risk Plan (CSCR) and the associated Cyber Supply Chain threats, risk assessments, risk treatments and controls. In concept, it is very similar to the SRMP, which addresses design-related security risks in relation to end-items of equipment, such as the Mission System. The CSCR, on the other hand, addresses Cyber Supply Chain risks, which can be thought of as design-related security risks in relation to the Support System.

The CSCR is not a management plan, so there is no clause that states, "The Contractor shall do [XYZ] in accordance with the Approved CSCR". The Approved risk-management framework that underpins the CSCR will be set out in the applicable governing plan, typically the Approved ISSMP (see clause 6.2.4 of DID-SSM-ISSMP). Commonwealth responsibilities with respect to the CSCR are set out in clauses 6.2.6.4 and 6.2.6.5, which involves collaborating with the Contractor during the development and update of the CSCR, with a particular view to ensure:

- a. that risk assessments consider Defence's unique perspective, including operational and support contexts, any classified threats that may be known only to the Commonwealth, and any prior assessments of, or determinations in relation to, similar risks made by the applicable security authority for similar SSols / ToSAs with similar operational / support contexts; and
- b. the way forward for a particular item of DESE or Software from a particular supplier is agreed if the associated Cyber Supply Chain risk assessment results in a post-mitigated assessment of Medium or higher.

This discussion highlights the complexity associated with this requirement, particularly for any reasonably complex SSol, such as a platform, which may contain hundreds of thousands of items of DESE and Software at multiple levels of the supply chain hierarchy. This complexity can be partially managed and reduced by:

- a. the use of an appropriate supply chain strategy, which targets the use of trusted suppliers (although this could work against Australian Industry Capability (AIC) outcomes, particularly the use of Small-to-Medium Enterprises, and therefore, these considerations would need to be balanced);
- b. the use of an appropriate security risk-assessment strategy, which targets the higher-risk elements first;
- c. requiring Approved Subcontractors to also undertake similar Cyber Supply Chain risk-assessment activities (as required by clause 6.2.6.4b);
- d. having an appropriate understanding of the design of the SSol / ToSA and the potential for security threats to have negative consequences for the Security Outcomes; and
- e. ensuring that any security-in-design aspects underpinning the design of the SSol / ToSA are maintained and updated, as required, over the life-of-type.

Note that the Commonwealth's involvement in these Cyber Supply Chain activities is not to dictate the use of particular suppliers or particular items of DESE or Software⁴, but to collaborate to mitigate particular Cyber Supply Chain risks, which may involve the Commonwealth having to fund a configuration change to address the risks. Commonwealth involvement should always occur on the basis that, unless exceptional circumstances apply, the Contractor remains accountable for contractual outcomes.

Similar to the requirements for security documentation, where the Contractor has system-level responsibilities but is not the OEM, the Contractor will need to establish relationships with the OEM(s) through its TSN / DSN in order to meet its obligations under this clause, particularly to better understand the supply chain details underpinning the SSol / ToSA. Additionally, the Commonwealth may need to consider providing some or all of these supply chain details as GFM, noting that this may be challenging if the original acquisition contract(s) did not include such obligations.

Related Clauses/Documents:

DID-ENG-SOL-CSCR (from *ASDEFCON (Strategic Materiel)*)

DID-PM-AIC-SCMP, DID-PM-AIC-MPS and DID-PM-AIC-MPBC (from *ASDEFCON (Strategic Materiel)*)

Optional Clauses: None

6.2.7 Support to Security Authorisations

Status: Optional

Purpose: To require the Contractor to support the Commonwealth's activities in relation to the various Security Authorisations.

⁴ The Commonwealth may dictate particular security-related products in high assurance environments, including for DESE or Software that is to be installed on, or interacts with, the Defence Standard Operating Environment (SOE). The Defence Approved Software List (DASL) is an example of this, as are cryptographic devices.

- Policy: Refer to the definition of Governing Security Documents in the Glossary
- Guidance: As stated in the overall guidance at the start of this DSD, there are up to four separate Security Authorisations required for the four security categories of physical security, EMSEC, ICT security, and cyber security. Depending upon the security levels associated with each of those security categories, differing security authorities will be involved. For example, in relation to physical security Certification and Accreditation, detailed information on this subject can be found at: [Pages - Physical Security Accreditation, Recertification and Reaccreditation](#).

Additionally, there may be multiple SSols / ToSAs being supported under the Contract, which each require their own set of Security Authorisations. For example, a common communications system fitted to multiple ship classes may require Security Authorisations for ICT security and cyber security for each ship class (or at least the data to support these Security Authorisations for each ship class).

The responsibility for seeking a Security Authorisation from the relevant security authority resides with the contract-management team (ie, not the Contractor), who undertakes this activity with the support of security subject matter experts, such as people authorised under the Information Security Registered Assessors Program (IRAP) for ICT security (eg, see: [Pages – IRAP Assessor Guidance](#)). The Contractor's responsibility is to provide the requisite Objective Evidence and to support the contract-management team in their endeavours to obtain the required Security Authorisations.

While it is likely that Security Authorisations would have been obtained during the acquisition contract, this may not have occurred (or did not align with current requirements) and this clause can be used to obtain the Contractor's assistance for obtaining the required Security Authorisations. More typically, however, Contractor support for Security Authorisations would occur either due to a requirement for a periodic reassessment of an SSol / ToSA, or due to a configuration change to an SSol / ToSA (ie, either a Major Change or a Major Deviation).

Clause 6.2.7.1 sets out the reasons why Security Authorisations may need to be reassessed or updated, which include periodic reassessments (eg, as set out in the Security Authorisation documentation) and as an outcome of configuration changes (see clause 6.2.8). In relation to ICT security, for example, Policy 11 of the PSPF (v2018.7) states, at paragraph 15:

“15. Authorisation to operate is generally ongoing, however during the lifecycle of an ICT system, it may require a reassessment to continue operation or eventually be decommissioned (i.e. disposal at the end of its life). Examples of events that may trigger additional risk management activities for an ICT system include:

- a. *changes in security policies relating to the system*
- b. *detection of new or emerging cyber threats to the system or its operating environment*
- c. *the discovery that security controls for the system are not as effective as planned*
- d. *a major cyber security incident involving the system*
- e. *major architectural changes to the system.”*

Additionally, DSPF Control 23.1 'Cyber Security Assessment and Authorisation' (10May24 version) states that the *“System Owner must ensure [...] systems are Re-Assessed and Re-Authorised throughout the system's lifecycle in line with re-assessment triggers and timeframes set by the Authorising Delegate”*. The quote above from the PSPF identifies the trigger categories, but drafters should ensure that the System Owner or authorising delegate for each SSol / ToSA is consulted to ensure that the specific triggers relevant to that SSol / ToSA are identified and, if applicable, incorporated into the DSD. These specific triggers would take into consideration (for example) the mission criticality, Business Impact Level (BIL), Defence Cyberworthiness System (DCwS) maturity assessment, relationship(s) with external systems, etc.

The Defence Cyber Security Assessment & Authorisation (CSAA) Framework, v4.2, 22 April 2024, also states at paragraph 2.9: *“If there is uncertainty regarding whether [...] Re-Assessment and Re-Authorisation is required, the CSAA Directorate should be engaged to provide confirmation”*. While this approach does not necessarily help with ensuring that the DSD properly defines the exact scope of work, drafters and contract managers should expect that the need for re-assessment and re-authorisation would be determined using the security risk-assessment methodologies underpinning the Governing Security Documents and the clauses in the DSD (ie, it would be determined on a case-by-case basis, taking into consideration the relevant security-related issues at the time).

In relation to terminology, the clauses use the terms ‘Major Change’ and ‘major Deviation’. The term ‘Major Change’ is defined in the Glossary, but the term ‘major Deviation’ is not; hence, for the purposes of clauses 6.2.7 and 6.2.8, a major Deviation is defined through clause 6.2.7.1b as “a Deviation that contains DESE or Software that could introduce security vulnerabilities into an SSol / ToSA”. An example of a major Deviation is a trial modification, such as for a system or platform, where the system / platform is temporarily modified for the purposes of a trial. Clause 6.2.8 addresses the specific security considerations associated with these types of configuration changes.

The clause is optional because it may not be needed due to the nature of the Products Being Supported and the scope of the Contractor’s support responsibilities more generally, particularly if the Contractor does not have system-level responsibilities. When the clause is not required, the clauses under clause 6.2.7 should be deleted and replaced with a single ‘Not used’.

If the clause is required, the clause does not require tailoring for inclusion in the draft DSD.

Related Clauses/Documents:

Clause 6.2.5, System Security Documentation

Clause 6.2.8, Security Requirements for Configuration Changes

Optional Clauses: None

6.2.8 Security Requirements for Configuration Changes

Status: Optional

Purpose: To identify the security-specific requirements relating to configuration changes.

Policy: Refer to the definition of Governing Security Documents in the Glossary

Guidance: Clause 6.2.8.1 highlights that there are a range of other clauses within ASDEFCON (Support) that address the management and implementation of configuration changes. DSD-ENG-SERV, for example, is the head DSD for the development of configuration changes, and drafters should ensure that they are familiar with all of the other template provisions before making changes to clause 6.2.8.

Drafters should also familiarise themselves with the definitions of ‘Major Change’ and ‘Minor Change’ in the Glossary. A ‘Major Change’ includes a range of generic aspects that would pick up security (eg, technical risk assessments, changes to the Functional Baseline, and both Adaptive Maintenance and Perfective Maintenance for Software). The definition explicitly includes: “[...] an engineering change that [...] affects requirements (other than the Functional Baseline) and/or the design, and the Commonwealth considers the change has a significant impact upon [...] the operational or performance characteristics of the Materiel System, including in relation to safety, security, survivability, reliability, maintainability, availability and supportability [...]”.

While qualifying terms like ‘significant’ can be open to interpretation, it would be expected that these terms would be underpinned by the applicable risk assessments, which for security, would include the normal threat and risk assessment activities. As such, a significant impact on security would be one that was shown to be significant through these standard security risk-assessment processes.

In relation to Major Changes, these could have been developed by the Contractor (eg, if they have Design Authority responsibilities) or arise due to a change to a component of the SSol / ToSA issued by the OEM (eg, a Software Update in the form of a patch). Further information on patch management can be found at: [Pages - Cyber Security Compliance](#). Of note, DSD-ENG-SEC does not include any specific requirements in relation to patch management. Instead, ASDEFCON (Support) treats Software patches within the scope of Software Updates, which are managed in accordance with the applicable provisions in DSD-ENG-SW and the configuration change provisions in DSD-ENG-CM and DSD-ENG-SERV.

Applicable clauses under DSD-ENG-SERV and DSD-ENG-SW determine the type of Service and the associated payment requirements associated with the work under this clause 6.2.8. Both DSD-ENG-SERV and DSD-ENG-SW include specific requirements for configuration changes that need to be addressed within the scope of Recurring Services. For example, clause 6.2.5.7i in DSD-ENG-SERV requires a Major Change to be undertaken within the Recurring Services Fee if the Major Change “[...] is required to address a security vulnerability identified in the Products Being Supported”. If the conditions under clause 6.2.5.7i did not apply, the Major Change would need to be undertaken as an S&Q Service, or through the Contractor Standing Capability (CSC) if this requirement was included in the draft Contract.

This clause also inter-relates with other clauses under this DSD (eg, in relation to security documentation and Security Authorisations) to minimise duplication of requirements. As such, drafters should ensure that all related clauses are either included or omitted as a set in this DSD.

Similar to other clauses in this DSD, this clause is optional because it may not be needed due to the nature of the Products Being Supported and the scope of the Contractor’s support responsibilities more generally. However, unlike some of the other clauses, this clause may still be required even if the Contractor does not have system-level responsibilities to ensure that the security requirements associated with configuration changes are appropriately addressed. Alternatively, drafters could consider transferring some of the more detailed requirements into the applicable clauses in DSD-ENG-SERV and/or DSD-ENG-SW.

When the clause is not required, the clauses under clause 6.2.8 should be deleted and replaced with a single ‘Not used’.

If the clause is required, the clause does not require tailoring.

Related Clauses/Documents:

Clause 6.2.5, System Security Documentation
 Clause 6.2.7, Support to Security Authorisations
 DSD-ENG-SERV, DSD-ENG-SW and DSD-ENG-CM
 SOW clause 11.4, Non-Conforming Services

Optional Clauses: None

6.2.9 Security Investigations

Status: Optional

Purpose: To provide the framework within which security investigations are to be conducted.

Policy: Refer to the definition of Governing Security Documents in the Glossary

Guidance: Clause 6.2.9 is reasonably self-explanatory and identifies the triggers against which security investigations should be undertaken, including as an outcome of Engineering Investigations conducted in accordance with clause 6.2.3 of DSD-ENG-SERV and Maintenance Investigations conducted in accordance with clause 6.2.7 of DSD-MNT-MGT. If a security investigation is required, clause 6.2.9.2 requires the Contractor to “undertake the security investigations and reporting required [...] as if they were engineering investigations in accordance with the process and pricing and payment arrangements set out in the Engineering Investigations clause in DSD-ENG-SERV”.

Clause 6.2.3 of DSD-ENG-SERV contain specific criteria and requirements that determine the type of Service and the associated payment requirements associated with the work under this clause 6.2.9. Clause 6.2.3.1 of DSD-ENG-SERV requires certain engineering investigations to be undertaken as Recurring Services, including engineering investigations required to “address security vulnerabilities identified in the Products Being Supported”. If the conditions under clause 6.2.3.1 of DSD-ENG-SERV did not apply, the engineering investigation would need to be undertaken as an S&Q Service, or through the CSC if a CSC was included in the draft Contract.

This clause is optional because it may not be needed due to the nature of the Products Being Supported and the scope of the Contractor’s support responsibilities more generally. However, unlike some of the other clauses, this clause may still be required even if the Contractor does not have system-level responsibilities to ensure that the triggers for security-related engineering investigations are addressed. Alternatively, drafters could consider transferring some of the more detailed requirements into clause 6.2.3 of DSD-ENG-SERV.

When the clause is not required, the clauses under clause 6.2.9 should be deleted and replaced with a single ‘Not used’.

If the clause is required, the clause does not require tailoring.

Related Clauses/Documents:

DSD-ENG-SERV Clause 6.2.3, Engineering Investigations

DSD-MNT-MGT Clause 6.2.7, Maintenance Investigations

Optional Clauses: None

6.2.10 Security Advisory Services

Status: Optional

Purpose: To require the Contractor to provide advisory Services in relation to security, particularly when Commonwealth expertise in the various security domains is limited.

Policy: Nil

Guidance: Given the significant changes to the security environment that have arisen over the last five years or so, the requirement for security expertise has risen commensurately. This clause provides procurement teams with security advisory Services, particularly for those situation when expertise is limited or unavailable.

The default position in the template is that, except where otherwise required through other Services, these clauses are performed as S&Q Services. This position has been adopted due to the difficulties with determining the level of effort involved with this requirement. Nevertheless, the effort associated with implementing S&Q Services for these Services may be excessive for small-scale needs. If drafters can define a level of effort (eg, one person-day per month in the context of significantly broader security Services), then drafters should consider amending clause 6.2.10.2 accordingly and bringing this work into the scope of Recurring Services.

The clause is optional and, if not required, the clauses under clause 6.2.10 should be deleted and replaced with a single ‘Not used’.

If the clause is required and other than the issue in relation to S&Q Services versus Recurring Services discussed above, the clause does not require tailoring.

Related Clauses/ Documents:

Nil

Optional Clauses: None

6.2.11 Security Working Groups (Optional)

Status: Optional

Purpose: To require the Contractor to participate in Security Working Groups (SWGs) when appropriate to the nature of the work.

Policy: Nil

Guidance: In general, SWG meetings are appropriate when the work involves considerable interaction with the Commonwealth and Associated Parties, such as in relation to new threats and vulnerabilities, development of updates to security documentation, Major Changes, requirements for new / updated Security Authorisations, and security-related requirements for co-ordination and co-operation under clause 3.6 of the SOW. If these circumstances exist and the nature and scope of the requirement warrant it, drafters should consider incorporating this clause into the DSD.

Drafters should note that the clause provides the ability for the Commonwealth to hold its own SWGs and require the Contractor to participate. This approach provides the Commonwealth with certainty that SWG meetings will be conducted when the Commonwealth considers it appropriate, but the Commonwealth contract-management team should also expect to see SWG requirements addressed through the ISSMP as well as in the plans developed for the more-significant Major Changes where security is a key consideration.

The clause includes also includes two optional requirements for when the draft Contract (Support) is linked to an accompanying Contract (Acquisition) as part of a single RFT, thereby requiring:

- a. for the first optional clause, the Contractor to participate in the SWGs held under the Contract (Acquisition): and
- b. for the second optional clause, for the Contractor to ensure that the Contractor (Acquisition) and Approved Subcontractors (Acquisition) participate in the SWG meetings held under the Contract.

Drafters should include either or both of these clauses, depending upon the envisaged circumstances across the two contracts.

Drafters should also note that the clause leverages off the Ad Hoc Meetings clause 3.4.6 in the main body of the SOW, which addresses requirements for chairing meetings, location, and requirements for Agendas and Minutes.

When the clause is not required, the clauses under clause 6.2.11 should be deleted and replaced with a single 'Not used'.

If the clause is required and other than in relation to the two optional requirements, the clause does not require tailoring.

Related Clauses/ Documents:

Draft SOW clause 3.4.6, Ad Hoc Meetings

Draft SOW clause 3.6, Co-ordination and Co-operation

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. DSD NUMBER: DSD-ENG-SEC-V5.2

2. TITLE: SYSTEM SECURITY SERVICES

3. DESCRIPTION AND INTENDED USE

3.1 This DSD identifies the system security Services required to be provided by the Contractor to the Products specified at clause 6.1.1.1 of this DSD.

3.2 The requirements of this DSD, including as applicable to related DSDs, require a structured, well-planned and well-executed system security program to achieve the following objectives:

- a. ensure that each Security System-of-Interest (SSoI) continues to achieve the Security Outcomes;
- b. ensure that configuration changes to the SSols (including components and processes) satisfy security requirements and enable the Commonwealth's security obligations and compliance requirements continue to be met as they pertain to:
 - (i) protecting information, data and technology; and
 - (ii) controlling access to, and transfer of, information, data and technology;
- c. gain from the relevant Security Authorities endorsement of the security-related design aspects of any configuration changes to an SSol (or part thereof) throughout the design processes for those changes; and
- d. support the Commonwealth in maintaining the required Security Authorisations for the SSols from the relevant authorities.

4. INTER-RELATIONSHIPS

4.1 This DSD forms part of the SOW.

4.2 This DSD must be applied in conjunction with the general security Services required by clause 11.10 of the COC and clause 3.13 of the SOW and the Engineering Services defined in the Engineering Support requirements of the SOW and related DSDs.

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to system security Services).

Governing Security Documents (see the Glossary for the definition of this term)

6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope

Note to drafters: Amend the following clause to align with the Products listed in Annex A to the SOW. Drafters are advised that certain key terms in the Glossary (eg, Security Authorisation and SSol) need to be amended to ensure that the scope of the system security program is clear.

6.1.1.1 The Contractor shall provide system security Services, as described in this DSD, for:

- a. the following types of Products listed in Annex A to the SOW (to the extent that they are, or form part of, a SSol or an associated Target of Security Assessment (ToSA)):
 - (i) Mission System(s);
 - (ii) Repairable Items (RIs);

- (iii) Non-Repairable Items (Non-RIs);
- (iv) Software; and
- (v) Technical Data,

which:

- (vi) could be susceptible to security vulnerabilities that may affect the Commonwealth's security obligations and compliance requirements (as would be determined by a competent contractor acting reasonably in making such a determination); and/or
 - (vii) are the subject of, or included within the scope of, a Security Authorisation, including in relation to physical security, Emanation Security (EMSEC), Information and Communications Technology (ICT) security, cyber security, and personnel security (but, for personnel security, only in relation to Contractor Personnel operating, maintaining or upgrading a SSol / ToSA); and
- b. other Products, which may or may not be listed in Annex A to the SOW, but which are required by the Contractor to undertake the system security Services.

6.1.1.2 The parties acknowledge and agree that the scope of the system security program:

- a. includes:

Option: Include this option if physical security requirements apply to any of the SSols.

- (i) physical security;

Option: Include this option if EMSEC requirements apply to any of the SSols.

- (ii) Emanation Security (EMSEC);

Option: Include this option if ICT Security Authorisation requirements apply to any of the SSols.

Note: The DSPF and ISM are continually evolving. The language below in relation to ICT security reflects the endorsed version of these policy documents, where the terms 'ATO-C' and 'ATO' have replaced the long-standing terms, 'PICTA' and 'ICTA', respectively.

- (iii) Information and Communications Technology (ICT) security (which leads to an Authorisation to Operate with Conditions (ATO-C) or an Authorisation to Operate (ATO) by the relevant Security Authorisation authority); and
- (iv) cyber security (which leads to a cyber-maturity assessment against the Defence Cyberworthiness System (DCwS) and an assessment as part of the regulatory / assurance framework for the Contract),

as each of these security aspects are applied to the SSols / ToSAs (or parts thereof, such as Digitally Enabled Systems and Equipment (DESE) and Software); but

- b. does not include the programmatic and contract-management aspects of security, which are addressed through clause 3.13 of the SOW.

6.1.2 System Security Standards

6.1.2.1 The parties acknowledge and agree that:

- a. the Governing Security Documents identified in the definition of this term in the Glossary are applicable to the provision of system security Services;
- b. the versions of the Governing Security Documents are likely to change over the Term and, except where otherwise determined by the Commonwealth Representative, the required Security Authorisations for the SSols (or parts thereof) will need to be performed against the versions of the Governing Security Documents that are current at the time that the Security Authorisations for these SSols (or parts thereof) are required;

- c. the Contractor shall undertake its activities and responsibilities, including in relation to supporting the achievement of the required Security Authorisations, against the version of the Governing Security Documents that are current at the time that the Contractor undertakes those activities and responsibilities;
- d. where the Contractor assesses that a change to a Governing Security Document after the Effective Date results in a material change to the scope of work required under the Contract (including under an S&Q Order), the Contractor shall:
 - (i) notify the Commonwealth within 10 Working Days of identifying the change; and
 - (ii) provide such supporting evidence as is reasonably required by the Commonwealth Representative to demonstrate that the change materially increases the level of effort required of the Contractor (or otherwise impacts on the Contractor performing its obligations under the Contract); and
- e. where the Commonwealth Representative is satisfied on the basis of the evidence provided under 6.1.2.1d(ii) that the change to the Governing Security Documents materially increases the level of effort required of the Contractor (or otherwise impacts on the Contractor performing its obligations under the Contract), the parties shall meet and negotiate in good faith to agree a CCP in accordance with clause 11.1 of the COC to address the impact of the change.

6.2 Services

6.2.1 Security Management Planning

6.2.1.1 The Contractor shall develop, deliver and update an In-Service Security Management Plan (ISSMP) in accordance with CDRL Line Number ENG-800.

Option: Include the following clause when the Contract will be tendered in conjunction with a linked Contract (Acquisition).

6.2.1.2 The Contractor shall use the ISSMP developed under the Contract (Acquisition) as the basis for the ISSMP required under clause 6.2.1.1.

6.2.1.3 The Contractor shall make available to the Commonwealth, within 10 Working Days of a request, all associated plans, processes, procedures, logs, instructions and data supporting the Approved ISSMP.

6.2.1.4 The Contractor shall provide system security Services in accordance with the Approved ISSMP.

6.2.1.5 The Contractor shall ensure that all system security Services provided by Subcontractors are provided in accordance with the Approved ISSMP.

6.2.1.6 The Contractor shall have the systems, people and resources in place to ensure that its system security activities defined in the Approved ISSMP meet the requirements of the Governing Security Documents.

6.2.1.7 The Contractor acknowledges that the ISSMP incorporates the requirements for incident response planning, business continuity and disaster recovery planning, and continuous monitoring planning, all of which are required to achieve and be able to maintain the relevant Security Authorisations under the ISM.

6.2.1.8 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth to access the Contractor's Incident Register and other security records for the Term.

6.2.2 System Security Services – General

6.2.2.1 The Contractor shall conduct the following general system security Services as they apply to the Products specified at clause 6.1.1.1:

- a. undertaking ongoing security management to consolidate, investigate, resolve and report on any security-related issues, which have been identified by stakeholders of an SSol / ToSA (eg, system / equipment operators and maintainers);

- b. providing advice to the Commonwealth on security-related matters as they apply to the SSols, ToSAs, DESE and Software;
- c. ensuring that the Commonwealth Personnel and Contractor Personnel, who are operating and conducting Maintenance of the SSols / ToSAs and associated Support System Products, are kept apprised of emerging security-related issues and vulnerabilities so that they can take appropriate action when such issues or vulnerabilities arise;
- d. monitoring the Cyber Supply Chains for the Contract and undertaking risk assessments of any proposed new suppliers to ensure that security vulnerabilities are not being introduced through the Cyber Supply Chains; and
- e. conducting any other security-related activities to ensure that the objectives set out in clause 3.2 and the Contract Performance Measures are achieved, including any other activities set out in the Approved ISSMP.

6.2.3 Security Monitoring and Testing

6.2.3.1 The Contractor acknowledges that the objectives of undertaking the security monitoring and testing requirements of this clause 6.2.3 are to:

- a. identify a need for action based on observable behaviour and conditions; and
- b. ensure that, to the maximum practicable extent, any security problem or Failure is resolved prior to any impact on operations and the SSol users.

6.2.3.2 The Contractor shall:

- a. continually monitor the Governing Security Documents, Defence security advisory notices (eg, in relation to particular threats or vulnerabilities, such as may be distributed by Defence or found on the DPN), other online sources of information for threats or vulnerabilities (eg, Australian Cyber Security Centre (ACSC) Cyber Threat Intelligence Sharing (CTIS) platform), and Original Equipment Manufacturer (OEM) equipment bulletins to identify any changes (eg, Software Updates to implement a patch) or vulnerabilities that could impact upon the security of the SSols;
- b. seek feedback from system operators and maintainers (as facilitated by the Commonwealth Representative for Commonwealth operators and maintainers) to enable the continual monitoring of the performance of the SSols and associated Support System Products to identify any abnormal behaviour or other indications or symptoms that indicate that the SSols or Support System Products may have been compromised from a security perspective; and
- c. notify the Commonwealth Representative, in writing, within the following timeframes for any changes identified pursuant to either subclauses a or b above:
 - (i) within one Working Day for any change, which is assessed as a High (or higher) risk to the security or operation of the SSols or Support System Products (as determined in accordance with the Approved ISSMP);

Note: If the risk matrices from the Defence Security Principles Framework (DSPF) are used, the references to 'Medium' in the following clauses are to be interpreted as 'Significant'.

- (ii) within five Working Days for any change, which is assessed as a Medium (but no higher) risk to the security or operation of the SSols or Support System Products; and
- (iii) as part of the standard Contract reporting for any other change, unless otherwise notified by the Commonwealth Representative that such reporting is not required.

Option: Include this option if one or more Mission Systems included at SOW Annex A are also SSols. Note that this requirement may require the Contractor to be provided with access to the Mission System(s) and Commonwealth Personnel, and additional clauses may need to be drafted to address how this would occur.

6.2.3.3 In addition to the security monitoring requirements of clause 6.2.3.1, the Contractor shall also conduct security testing activities at irregular periods, as defined in the Approved ISSMP, to test each different type of Mission System (or part thereof) and associated Mission System operators and maintainers to identify and assess system vulnerabilities, including system and personnel responses to new threats and the efficacy of mechanisms and practices for incident response, disaster recovery, and business continuity.

6.2.3.4 If the Contractor's security monitoring or security testing activities identify the potential presence of a security issue with the SSols or Support System Products (eg, abnormalities and potential compromises to information and system integrity), the Contractor shall:

- a. undertake a security investigation in accordance with clause 6.2.9;
- b. if the Approved security investigation report identifies that one or more changes are required to the ISSMP and/or the Security Standard Operating Procedures (SSOPs) to resolve the security issue, including to implement a workaround while a longer-term solution is identified and implemented, the Contractor shall:
 - (i) if the security is assessed as a High (or higher) risk to the security or operation of the SSols or Support System Products (as determined in accordance with the Approved ISSMP), develop the required updates as a Technical Instruction in accordance with clause 6.2.6 of DSD-ENG-SERV; and
 - (ii) develop and deliver updates to the ISSMP and/or the SSOPs in accordance with clause 6.2.5 and within 40 Working Days after the security investigation report has been Approved; and
- c. if the Approved security investigation report identifies that one or more configuration changes are required to the SSols (or parts thereof), the Contractor shall undertake the required work to implement the required configuration changes in accordance with clause 6.2.8.

6.2.4 Security Tools

Note to drafters: Amend the following clause, depending upon whether the Software Licence Management clause is included in DSD-MNT-SA (clause 6.2.7) or is relocated to DSD-ENG-SW.

6.2.4.1 The Contractor shall manage and maintain all security-related Software licences for the Products specified at clause 6.1.1.1 in accordance with Software Licence Management clause of [...INSERT 'DSD-MNT-SA' or 'DSD-ENG-SW'...], including, if applicable, Software licences required for:

- a. system event monitoring;
- b. security incident monitoring and vulnerability scanning;
- c. endpoint protection; and
- d. malware/virus checking.

6.2.4.2 The Contractor shall incorporate any required updates to the security tools (including Software) for the Products specified at clause 6.1.1.1 into its assessments of, planning for, and implementation of, configuration changes pursuant to clause 6.2.8.

6.2.5 System Security Documentation

Option: Include the following clause when the Contract will be tendered in conjunction with a linked Contract (Acquisition).

6.2.5.1 To the extent applicable, the Contractor shall use the versions of the security-related data items developed under the Contract (Acquisition) as the basis for the data items required under this clause 6.2.5.

- 6.2.5.2** The Contractor shall develop, deliver and update an Emanation Security Control Plan (ESCP) in accordance with CDRL Line Number ENG-860.
- 6.2.5.3** The Contractor shall develop, deliver and update the following data items for the SSols / ToSAs, which provide part of the suite of Objective Evidence required by the System Owner for the applicable ICT and cyber Security Authorisations:
- a. ISSMP in accordance with clause 6.2.1;
 - b. System Security Plan (SSP) in accordance with CDRL Line Number ENG-810;
 - c. Security Risk Management Plan (SRMP) in accordance with CDRL Line Number ENG-820;
 - d. SSOPs in accordance with CDRL Line Number ENG-830; and
 - e. Cyber Security Case Report (CSCR) in accordance with CDRL Line Number ENG-840.

Option: Include and, if required, amend the following clause if the Contractor will have responsibility for the Functional Baselines for the Mission System and/or Support System under DSD-ENG-CM.

- 6.2.5.4** The Contractor shall also maintain and, where required, update:
- a. the Cyber Security Assurance Basis, which forms part of the Functional Baseline for the Mission System and, where applicable, the Functional Baseline for the Support System; and
 - b. the Objective Evidence that is required, and/or has been used, to demonstrate that the Cyber Security Assurance Basis has been achieved,
- in accordance with the Configuration Management requirements of DSD-ENG-CM.

- 6.2.5.5** The Contractor shall identify all Technical Data used to meet the security obligations of the Contract, irrespective of whether or not this Technical Data is a data item, in the Technical Data List (TDL) required under clause 9.2 of the SOW.
- 6.2.5.6** The Contractor acknowledges that the timings for developing and updating the various items of security documentation under this clause 6.2.5 are tied to other security-related activities under this clause 6.2 (eg, clauses 6.2.3.4, 6.2.7 and 6.2.8 of this DSD) and elsewhere in the SOW (including DSDs).

6.2.6 Cyber Supply Chain Security

Option: Include the following clause when the Contract will be tendered in conjunction with a linked Contract (Acquisition).

- 6.2.6.1** The parties acknowledge and agree that:
- a. the Contractor conducted risk assessments and developed and implemented risk mitigation strategies in relation to its Cyber Supply Chains under the Contract (Acquisition); and
 - b. the requirements of this clause 6.2.6 only apply to the extent that the risk assessments and/or risk-mitigation strategies conducted under the Contract (Acquisition) no longer apply (eg, because a new Subcontractor has been identified/selected, there are changes to items of DESE and Software being procured, there are changes in the circumstances of existing Subcontractors, or new threats and vulnerabilities have been identified that impact upon particular items of DESE and/or Software).

- 6.2.6.2** The Contractor shall develop, deliver and update a Cyber Supply Chain Risk Plan (CSCR) in accordance with CDRL Line Number ENG-850 to identify the Cyber Supply Chain risks associated with the provision of items of DESE and Software for the SSols, which will be procured by the Contractor from suppliers that either are, or may become, Subcontractors.

Option: Include the following clause when the Contract will be tendered in conjunction with a linked Contract (Acquisition).

6.2.6.3 The Contractor shall use the CSCRP developed under the Contract (Acquisition) as the basis for the CSCRP required under clause 6.2.6.2.

Note: If the risk matrices from the DSPF are used, the references to 'Medium' in the following clauses are to be interpreted as 'Significant'.

6.2.6.4 In developing the CSCRP, the Contractor shall:

- a. collaborate with the Commonwealth to define the risk-mitigation strategies to address the potential Cyber Supply Chain risks associated with the supply of items of DESE or Software for the SSols, which are assessed as having a Cyber Supply Chain risk (pre-mitigation) of Medium or higher (as determined in accordance with the risk-management processes defined in the Approved ISSMP);
- b. ensure that Approved Subcontractors undertake the identification of Cyber Supply Chain risks and the determination of risk-mitigation strategies for any items of DESE or Software for the SSols being provided by those Approved Subcontractors; and
- c. consult with the Commonwealth to discuss and agree the way forward when the Contractor or an Approved Subcontractor is unable to mitigate the Cyber Supply Chain risks associated with the supply of an item of DESE or Software for an SSol so that the post-mitigated assessment is below Medium (eg, by choosing a different item or by procuring the required item from a different supplier).

6.2.6.5 Except where otherwise agreed in writing by the Commonwealth Representative, the Contractor shall not utilise DESE or Software provided by a supplier for which the Cyber Supply Chain risk is assessed as Medium or higher.

6.2.6.6 The Contractor acknowledges that the timings for developing and updating the CSCRP are tied to other activities, including:

- a. the security-related activities under this clause 6.2 (eg, clauses 6.2.7 and 6.2.8 of this DSD) and elsewhere in the SOW (including DSDs); and
- b. the activities to seek DESE or Software from an alternative source of supply.

6.2.7 Support to Security Authorisations

Note: As set out in the Glossary, the term 'Security Authorisation' embraces terms such as physical security Certification, EMSEC Certification/Accreditation and Authority To Operate (ATO) for ICT security.

6.2.7.1 The Contractor acknowledges that the applicable Security Authorisations:

- a. are required to be reassessed and, if required, updated on a periodic basis in accordance with the timeframes established by the applicable security authority and documented in the associated Security Authorisation reports (which, for example, depending upon the level of compliance, may range from six months to three years for the Security Authorisations relating to ICT Security);
- b. may need to be updated as part of a Major Change or major Deviation, where a major Deviation is one that, in the context of security considerations, is a Deviation that contains DESE or Software that could introduce security vulnerabilities into an SSol / ToSA; and
- c. may be required as an outcome of remediation activities to address security issues, as set out in this clause 6.2.7.

6.2.7.2 The Contractor shall provide support to the Commonwealth's activities associated with the applicable Security Authorisations:

- a. for any updates required as a result of a Major Change or major Deviation in accordance with clause 6.2.8; and

- b. for periodic reassessments by:
- (i) undertaking a review of the SSols / ToSAs and the associated security documentation covered by the applicable Security Authorisations sufficiently in advance of the required reassessment date to enable any identified issues to be addressed prior to that date;
 - (ii) undertaking retesting, as determined on a risk basis, to provide assurance and confirm that the security requirements are still being met and that the security controls are still operating effectively in the context of evolving threats and vulnerabilities;
 - (iii) providing a report to the Commonwealth within 20 Working Days of completing its assessments under subclauses (i) and (ii) above, which identifies any issues that need to be addressed, the options for addressing the issues, the recommended approach, and an analysis of the associated costs, benefits and risks;
 - (iv) consulting, co-ordinating and co-operating with the Commonwealth Representative and the relevant Commonwealth security authority to address and resolve any questions of feedback on the report provided under subclause (iii) above;
 - (v) developing and delivering updates to any data items required for the reassessment in accordance with clause 6.2.5;
 - (vi) developing and delivering any additional or updated Objective Evidence required for the reassessment in accordance with clause 6.2.7.3;
 - (vii) implementing any Major Changes or major Deviations required for the reassessment pursuant to clause 6.2.8; and
 - (viii) undertaking the required activities under this clause 6.2.7.2 in a timeframe that enables the required reassessment date to be achieved (or other timeframe agreed in writing by the Commonwealth Representative).

6.2.7.3 The Contractor shall provide the necessary Objective Evidence to support the applicable Security Authorisations for the SSols / ToSAs, including in relation to the activities being conducted by the Contractor and those being conducted by the Commonwealth. The Contractor shall collaborate with the Commonwealth to agree the data formats and schemas for the delivery of this Objective Evidence.

6.2.7.4 The Contractor acknowledges that the Commonwealth may raise a security assessment report in relation to a Security Authorisation for a SSol / ToSA, and when this occurs, the Commonwealth may provide the Contractor with a copy of the report or relevant parts of the report.

6.2.7.5 The Contractor shall review and assess each Commonwealth-provided security assessment report (or part thereof) and identify remediation activities that are required in relation to the SSol / ToSA, such that they will meet the requirements for the Security Authorisation.

6.2.7.6 Within 10 working days of receipt of a Commonwealth-provided security assessment report, the Contractor shall deliver a Remediation Recommendations Report in the Contractor's format to the Commonwealth.

6.2.7.7 The Contractor acknowledges and agrees that the required activities to resolve any security shortfalls for a SSol / ToSA will be determined by the Commonwealth Representative, taking into account the Contractor's Remediation Recommendations Report.

6.2.7.8 The Contractor shall undertake the required activities determined by the Commonwealth Representative under clause 6.2.7.7:

- a. as part of the Services for which the Security Authorisation was required; and
- b. except where otherwise agreed by the Commonwealth Representative, in writing, within a timeframe that enables the date for assessment or reassessment (as applicable) to be met.

6.2.8 Security Requirements for Configuration Changes

6.2.8.1 The Contractor shall address the security-related requirements associated with configuration changes to a SSol / ToSA, including proposed and actual configuration changes arising out of the security monitoring and testing activities under clause 6.2.3, in accordance with:

- a. the Approved CMP, Approved SEMP, Approved SWSP, Approved ISSMP, and other Approved supplementary management plans relevant to a configuration change;
- b. for Major Changes and Minor Changes, the relevant provisions of DSD-ENG-SERV, DSD-ENG-CM and DSD-ENG-SW;
- c. for Deviations, clause 11.4 of the SOW and the relevant provisions of DSD-ENG-CM; and
- d. for configuration changes developed through S&Q Services, clause 3.15 of the COC.

6.2.8.2 In undertaking the security-related activities for configuration changes, the Contractor shall:

- a. analyse each proposed change (including Software Updates provided by an OEM (eg, patches)) to determine whether or not the proposed change has security implications for the SSol / ToSA, including undertaking a security risk assessment for each change likely to be classified as a Major Change or a major Deviation, identifying any additional security-related implications for the SSol / ToSA arising from this risk assessment;
- b. include in its analysis of the proposed change:
 - (i) physical security, EMSEC, ICT security, cyber security and personnel security;
 - (ii) the implications for the applicable Security Authorisations;
 - (iii) the implications for the security documentation identified under clause 6.2.5; and
 - (iv) to the extent applicable, the other topics required to be addressed under the analysis of change clauses in DSD-ENG-SERV and DSD-ENG-SW;
- c. incorporate its security-related analyses for each proposed change into the report required to be provided under the Analysis of Change Requests clause in DSD-ENG-SERV;
- d. integrate any security-related activities for the configuration change (eg, secure code reviews, system vulnerability assessments and penetration testing) into the requirements for developing Major Changes and major Deviations (including those changes associated with Software Corrective Maintenance), as set out in DSD-ENG-SERV and DSD-ENG-SW, so that any required:
 - (i) updates to the security documentation under clause 6.2.5;
 - (ii) amendments to the Security Authorisations; and
 - (iii) changes to the ongoing support arrangements,are incorporated into the plans and processes for the configuration change, including:
 - (iv) for developing and/or updating the documentation for the configuration change (eg, the Baselines for the SSol / ToSA);
 - (v) for the design, development and implementation activities, including any associated MSRs;
 - (vi) for undertaking Verification, Validation and other contractually-required acceptance into service activities; and
 - (vii) for amending the Security Authorisations, including to recognise that updated Security Authorisations are necessary precursors to Acceptance of the major Deliverable(s) associated with the configuration change (eg, the modified SSol, ToSA(s) or applicable Support System Products).

6.2.9 Security Investigations

- 6.2.9.1** The Contractor shall undertake security investigations and related technical research into:
- a. security incidents associated with the SSol / ToSA that have arisen during operations and/or Maintenance;
 - b. security issues arising out of the Contractor's security monitoring and testing activities under clauses 6.2.3 and 6.2.7;
 - c. security issues identified with DESE or Software delivered through the Contractor's Cyber Supply Chain;
 - d. newly-identified threats and/or vulnerabilities applicable to the SSol(s), ToSA(s), DESE or Software;
 - e. any security-related implications arising from investigations performed in accordance with Engineering Investigations clause in DSD-ENG-SERV or the Maintenance Investigations clause in DSD-MNT-MGT; and
 - f. any other security investigations required by the Approved ISSMP.
- 6.2.9.2** The Contractor shall undertake the security investigations and reporting required under this clause 6.2.9 as if they were engineering investigations in accordance with the process and pricing and payment arrangements set out in the Engineering Investigations clause in DSD-ENG-SERV.

6.2.10 Security Advisory Services (Optional)

Note to drafters: If not required, delete the clause below and annotate the heading as 'Not used'.

- 6.2.10.1** When requested by the Commonwealth Representative in writing, the Contractor shall provide advice on security-related matters, such as:
- a. the implications on the SSols, ToSAs, and associated Support System Products arising out of changes to the Governing Security Documents;
 - b. the implications of newly-identified threats and/or vulnerabilities;
 - c. new/updated security-related tools and the associated costs, benefits and risks; and
 - d. potential methodologies for improving the security of the SSols, ToSAs and associated Support System Products.
- 6.2.10.2** Except to the extent already covered by the other provisions of the Contract (including this DSD) as Recurring Services, the Contractor shall provide the security advisory Services required under this clause 6.2.10 as S&Q Services.

6.2.11 Security Working Groups (Optional)

Note to drafters: If not required, delete the clause below and annotate the heading as 'Not used'.

- 6.2.11.1** The Contractor shall conduct Security Working Group (SWG) meetings to establish, refine and to ensure compliance and assurance with the security requirements under the Contract.
- 6.2.11.2** The Contractor shall also participate in Commonwealth-conducted SWG meetings, as a non-voting advisor, when requested by the Commonwealth Representative.

Option: Include the following clause when the Contract will be tendered in conjunction with a linked Contract (Acquisition).

- 6.2.11.3** The Contractor shall:
- a. participate in the SWG meetings required under the Contract (Acquisition); and
 - b. conduct additional SWG meetings, as required, to address security-related issues with the SSols and associated Support System Products delivered under the Contract (Acquisition) and supported under the Contract.

- 6.2.11.4** The Contractor shall conduct SWG meetings under clause 6.2.11.1 as ad hoc meetings in accordance with clause 3.4.6 of the SOW.

6.2.11.5 The Contractor shall conduct SWG meetings under clause 6.2.11.1 in accordance with the Approved ISSMP.

Option: Include the following clause when the Contract will be tendered in conjunction with a linked Contract (Acquisition).

6.2.11.6 The Contractor shall ensure that representatives of the Contractor (Acquisition) and Approved Subcontractors (Acquisition) participate in the SWG meetings under clause 6.2.11.1, where relevant to the work that they will undertake in relation to the Contract or the Contract (Acquisition).

6.2.11.7 When the Contractor has been requested to attend a Commonwealth-conducted SWG, the parties shall conduct the preparation, notice and follow-up to the Commonwealth-conducted SWG as an ad hoc meeting in accordance with clause 3.4.6 of the SOW.

6.2.11.8 The anticipated level of effort required by the Contractor is:

- a. for Commonwealth-conducted SWG meetings, no more than two meetings in any calendar year;
- b. for each SWG, no more than four representatives of the Contractor will be required to attend unless prior Commonwealth approval has been provided, with each of these representatives required to be suitably qualified and experienced in the security domains to be addressed at each SWG; and
- c. the maximum duration of each SWG is expected to be no more than one Working Day with a typical duration of half a Working Day.

6.2.11.9 SWG meetings may be appended to other meetings if agreed by both parties.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)**SECTION 1: GUIDANCE FOR DSD-ENG-SERV****(ROUTINE ENGINEERING SERVICES)**

<u>Status:</u>	Core (for all contracts including Engineering Support)
<u>Purpose:</u>	To identify requirements for a range of Services that establish a framework for Engineering Support, including investigations, analysis of change requests, developing Major Changes, the development of Technical Instructions, undertaking a system safety program ¹ , and conducting supportability analysis and Life Cycle Costing Analysis (LCCA) for the enhancement of the Materiel System.
<u>Policy:</u>	Refer to Applicable Documents at clause 5 of this DSD.
<u>Guidance:</u>	<p>This DSD covers some of the primary roles of Engineering Support and becomes the head or lead DSD for any other Engineering Support DSDs included in the Contract, such as DSD-ENG-CM for Configuration Management, DSD-ENG-SW for Software Support Services, DSD-ENG-SEC for System Security Services, and DSD-ENG-CSC from the Contractor Standing Capability (CSC) Module². Different activities within this DSD are also linked: for example, initial engineering investigations under this DSD may lead to further analyses of supportability, including reliability, availability and maintainability analysis and LCCA; configuration changes; Software or hardware modifications under Engineering Change Proposals (ECPs); or more substantial upgrades requiring a mid-life update or other Major Change programs.</p> <p>DSD-ENG-SERV addresses engineering investigations, including investigations into parts substitution to find either more economical sources of supply or viable solutions to overcome Obsolescence. Investigations of Defects address problems that cannot be dealt with through normal Maintenance Services. The types of engineering investigations are to be tailored to Contract requirements.</p> <p>This DSD is also used to manage upgrades, improvements, and other changes in functionality and configuration. The more significant enhancements and Software development programs need to be managed through the ECP process, defined in this DSD and Approved work plans and, for Software, the integration of Software change processes defined under DSD-ENG-SW. Mid-life upgrades and similar major modifications (which are major capital equipment programs) can be managed as acquisitions under the umbrella of the Contract; for example, by using the <i>ASDEFCON (Complex Materiel) Volume 2</i> SOW templates to define the work scope. This is a significant undertaking and advice should be sought to integrate the change program under the conditions of the Contract (Support).</p> <p>Deciding on payment methods for Engineering Services can be challenging due to the unpredictability of future engineering requirements, configuration changes, and other unscheduled work. Engineering Services may be undertaken as S&Q Services or as Recurring Services if the nature of work and level of effort is predictable. An alternative is to use a CSC to perform activities identified as S&Q Services (refer to the optional CSC Module for more information). Drafters will need to carefully consider the approach taken when drafting Attachment B and allocating work to Recurring Services, S&Q Services, and Task-Priced Services. Additionally, if payment for Recurring Services is used to cover a range of small, discrete tasks and to sustain expertise, the Commonwealth Representative will need to monitor the on-going and effective utilisation of Contractor personnel to ensure that value for money is being achieved.</p>

¹ The system safety program is a management and engineering program that ensures the Materiel Safety of Products.

² Unlike the other DSDs, DSD-ENG-CSC provides a pool of Contractor staff to perform the Services that are designated as S&Q Services within other DSDs (including engineering and other Services), without suffering from the poor continuity that is often consequential to S&Q Services. The CSC pool can also undertake other work that is not identified elsewhere in the Contract provided that the work is consistent with the scope of the Contract.

Related Clauses/Documents:

Refer to guidance for individual clauses

Optional Clauses: None

5 Applicable Documents

Status: Core

Purpose: To identify the authoritative documents applicable to the Engineering Services.

Policy: TBD

Guidance: Drafters are to list the applicable documents for the provision of Engineering Services. The documents here need only be identified by their number and title, such as the ADF regulatory / assurance framework documents that will also be listed in draft SOW clause 5.4. Drafters should not include references to Defence policy under this clause (unless the policy explicitly states its application by contractors) because these are open to interpretation within a contract and their applicability is often limited to Defence personnel.

Drafters should note that the references identified in this clause are only applicable to the extent specified in the DSD. Clause 6.2.1.1 pulls these applicable documents into the DSD, which may need to be tailored to identify the portion of the applicable documents that are relevant to the Engineering Services.

Related Clauses/Documents:

Draft SOW clause 5.4, Engineering Organisation and System Compliance

Optional Clauses: None

6.1.1 Scope

Status: Core

Purpose: To identify the scope of Engineering Services to be provided under this DSD.

Policy: TBD

Guidance: Clause 6.1.1.1 defines the scope of Engineering Services required under this DSD by summarising the range of Products for which Engineering Services are to be provided. This clause refers to SOW Annex A, where the individual Products are listed and annotated where the Contractor has engineering responsibility for them. Accordingly, drafters need to develop Annex A with an appropriate list of Products and annotations, and then amend the list under clause 6.1.1.1, if necessary.

Related Clauses/Documents:

Draft SOW clause 2.1, Scope of Work

Draft SOW clause 5.4, Engineering Organisation and System Compliance

SOW Annex A, Products Being Supported

All other clauses in DSD-ENG-SERV

All other Engineering DSDs

DID-ENG-CEMP and DID-SSM-SSMP

Optional Clauses: None

6.2.1 Engineering Management, Administration and Reporting

Status: Core

Purpose: To identify the basic engineering management, administration, and reporting requirements for the Contract.

Policy: TBD

Guidance: Drafters should, as the first step in tailoring this clause, insert references to the relevant publications / orders / instructions describing the detailed administrative processes that must be followed for Engineering Services to be performed.

This clause may list the applicable sections from ADF regulatory / assurance framework documents identified under clause 5, plus any additional SPO engineering manuals or procedures that will be directly applicable to the Engineering Services. This list should not include a detailed list of technical manuals for the Products Being Supported because these are referenced by clause 6.2.1.1b and listed elsewhere in the SOW (including Annexes A and D).

Drafters should also consider, from the list of documents, those that will need to be provided as GFI or GFD and listed in Attachment E.

Related Clauses/Documents:

Attachment E, GFM and GFS

Clause 5, Applicable Documents

Draft SOW clause 5.4, Engineering Organisation and System Compliance

SOW Annex A, Products Being Supported

SOW Annex D, List of Referenced Manuals

DID-ENG-CEMP, DID-SSM-SSMP, DID-SSM-CWBS, DID-SSM-CSSR and DID-SSM-SSMS

Optional Clauses: None

6.2.2 Engineering Information System

Status: Optional

Purpose: To identify the requirement for an in-service engineering information system and, in particular, whether on-line access to a Defence engineering information system will be provided.

Policy: TBD

Guidance: An engineering information system is an optional requirement that may not be necessary for contracts supporting simple equipment, contracts not operating under an ADF regulatory / assurance framework, or when engineering advice is only sought to supplement Commonwealth engineering decision making. This clause should be used when there is a need to manage a number of engineering delegations / authorisations and to record key decisions arising from engineering processes. If such a system is not required, the clauses under clause 6.2.2 should be deleted and replaced with a single 'Not used'.

If required, drafters should select from the optional clauses listed under clause 6.2.2 for the type of engineering information system to be used. Option A should be selected when the Contractor will be provided on-line access to a Commonwealth-owned engineering information system, such as EMERALD or the applicable function of the Defence Enterprise Resource Planning (ERP) System. Option B should be chosen when the Contractor is to have their own engineering information system.

Option A would often be applicable where the Contractor is working on Commonwealth Premises or the Commonwealth will provide system access to the Contractor when operating from their own premises. If the applicable functions of the Defence ERP System are still to be delivered, and work will initially be undertaken using a legacy system, a note to tenderers is to be included to advise tenderers of the expected change. There are also two sub-options whereby the Contractor will be given exclusive access (Option A-1) or shared access (Option A-2). Shared access may occur where the facility is shared with Defence staff or another contractor. Details of the GFE and GFS to be provided need to be included in Attachment E, when applicable.

Drafters should note that training in Commonwealth-provided information systems is covered under clause 3.17 of the SOW, and additional clauses are not required here.

Smaller engineering contracts may not warrant the complexity of on-line access to a Commonwealth system. In these instances, the requirements for reporting of engineering information, if required, will need to be identified and an appropriate DID developed by the drafter, added to the CDRL, and referred to from Option B.

Note that it is possible for the Contractor to have both on-line access, while located at Commonwealth Premises, and to not have access at another location where Services are being performed. If this is expected when drafting the RFT, drafters will need to include and tailor both Options A and B to suit the situation.

Related Clauses/Documents:

Attachment E, GFE and GFS

Attachment O, Government Furnished Facilities License, as applicable

Draft SOW clause 3.14.4, Information Systems Security

Draft SOW clause 3.17, Training in Defence Information Systems

Draft SOW clause 9.2, Technical Data

Draft SOW clause 9.7, Computer Support

DID-ENG-CEMP and DID-SSM-SSMP

DSD-ENG-CM and DSD-ENG-SW

Optional Clauses: None

6.2.3 Engineering Investigations

Status: Core

Purpose: To identify the requirement for conducting engineering investigations into a range of issues / areas including Defects, parts substitution, changes in manufacturer Technical Data and maintenance procedures, and draft publication amendments.

Policy: TBD

Guidance: Conducting engineering investigations, either in their entirety or complementary to those undertaken by the Commonwealth or an Associated Party, is a core activity of Engineering Support.

For complex systems, engineering investigations may need to re-visit Failure Mode, Effects and Criticality Analysis (FMECA), Reliability Centred Maintenance (RCM) and/or the system safety engineering program conducted during the acquisition phase, or during previous in-service support activities. Access to Technical Data is essential, and in many cases must be available (either as GFI / GFD or direct from the OEM) for successful investigations.

While listing types of engineering investigations may be relatively straight forward, structuring the methods of payment may not be. Drafters should first note that clause 6.2.3 has been structured to divide the types of investigations into three groups: (a) those undertaken routinely, (b) those initiated by the Commonwealth, and (c) those initiated by a request from the Contractor. The first group are undertaken as Recurring Services (clause 6.2.3.1), while the latter two (in clauses 6.2.3.2 and 6.2.3.3) are undertaken as S&Q Services (and may be undertaken by a CSC if included in the Contract). Where it makes sense to do so, types of investigations can be moved from one group to another. For example “analyse fault-reporting and corrective-action data” could be changed to a Commonwealth initiated task by relocating it from the first group to the second group, which also changes it from a Recurring Service to an S&Q Service.

Drafters should consider whether payments for Recurring Services, differing types of Ad Hoc Service payments, a CSC, or a combination of methods will be best suited, and establish these in Annex D to Attachment A of the COT (for subsequent inclusion

in Attachment B, Price and Payments). When only a small number of Products are supported by Engineering Services, S&Q Services may be more appropriate. If establishing an in-country Engineering Support capability for foreign sourced equipment, then a more predictable payment regime, such as a CSC or Recurring Service, may be essential to retain specific skills and expertise. This area of Engineering Support is hard to quantify, as predicting the work requirements and balancing an expectation of the work covered by warranties from the Acquisition Phase may prove difficult.

Related Clauses/Documents:

Draft SOW clause 11.4, Non-Conforming Services
 Draft SOW clause 9.2, Technical Data
 DSD-ENG-CM, Configuration Management Services
 DSD-ENG-SEC, System Security Services
 DSD-ENG-SW, Software Support Services
 DSD-MNT-MGT, Maintenance Management Services
 DSD-SUP-SERV, Routine Supply Services
 DID-ENG-CEMP and DID-SSM-SSMP
 DID-PM-MGT-AFD, Application for a Deviation

Optional Clauses: None

6.2.4 Analysis of Change Requests

Status: Optional

Purpose: To require the analysis of proposed engineering changes in order to determine if the change is feasible and if it is likely to be cost-effective.

Policy: TBD

Guidance: This clause sets out a range of considerations that should be taken into account when assessing whether or not a requested change is feasible, in terms of achieving the required outcomes and implementation, and the likely scope of effort and cost. Even when a change is fully developed by an OEM, there may be a need to conduct an analysis of the change to determine the implications of either accepting or not accepting it, any impact on interfacing systems, or to determine the likely costs of implementing it.

If the requirement to analyse change requests is not envisaged under the Contract, drafters should delete the clauses under the heading clause 6.2.4 and replace them with a single 'Not used'.

If the analysis of change requests is anticipated, drafters should review the list of considerations under clause 6.2.4.2 and amend this list to incorporate any Product-specific or SPO-specific requirements.

Analysis of a change request should include considerations for supportability related engineering analyses and life-cycle cost / Total Cost of Ownership (TCO). This analysis may be conducted in conjunction with clause 6.2.9, while specific requirements may be included in the S&Q Order, when applicable.

In analysing a change request, the Contractor is required to provide a report on its findings. Depending upon the management arrangements for the Products Being Supported, the Commonwealth's Configuration Change Board (CCB) would normally consider the results and, if appropriate, approve the preparation of the subsequent ECP. The CCB would also assign a priority to the ECP. Alternatively, the CCB may elect to not proceed with a change, alter the recommended approach to address the CCB's priorities, or introduce an alternative method of resolution.

The last two clauses define the payment method applicable to the change request and related analyses. Under clause 6.2.4.4, the analysis of change requests will be

undertaken as a S&Q Service when requested by the Commonwealth (typically for capability enhancements / upgrades and high cost changes), unless the change fits into a category covered by clause 6.2.4.5. Clause 6.2.4.5 identifies that it is the Contractor's responsibility to include, within the Recurring Services Fee, the analysis of changes required to simply sustain the Products Being Supported.

Related Clauses/Documents:

Clause 6.2.8, Supportability and Engineering Analyses

Clause 6.2.9, Life Cycle Costing Analysis

Draft SOW clause 13.4, Cost Modelling

DSD-ENG-CM, Configuration Management Services

DSD-ENG-SW, for analysing Software change requests

DID-ENG-CEMP, which defines requirements for the CEMP

DID-ILS-SW-SWSP, for on-going Software support

DID-SSM-SSMP, for when engineering management is rolled up into the SSMP

DID-CM-MGT-ECP, which defines requirements for engineering change proposals and Software change proposals

Optional Clauses: None

6.2.5 Developmental Activities for Major Changes

Status: Optional

Purpose: To set out the minimum requirements for the development of ECPs for Major Changes, including requirements for applicable work plans.

Policy: TBD

Guidance: The clause sets out the minimum requirements that the Commonwealth Representative expects in the development of every Major Change. If Major Changes are not envisaged under the Contract or a separate DSD has been developed specifically for this activity, the subclauses should be deleted and replaced with a single 'Not used'.

Clause 6.2.5 requires the Contractor to develop, deliver and update two standing / permanent management plans, a Systems Engineering Management Plan (SEMP) and an Integrated Support Plan (ISP), to govern all Mission System / primary Products and Support System Component change programs. Specific planning activities for each Major Change are then conducted under the umbrella of these two plans, and documented in specific work plans. The DIDs for these two plans, which are identified in the CDRL, are sourced from the *ASDEFCON (Complex Materiel) Volume 2* templates. Drafters should also be aware that other Contract plans, such as the In-Service Materiel Safety Plan (IMSP), have applicability to each Major Change.

When undertaken as an S&Q Service the Contractor's work plans would also include the specific requirements identified under clause 3.3 of the SOW, 'Quoting for S&Q Services', which includes (among other things) a resource-loaded schedule, the required number of people, and the trades / skills of those personnel. The Commonwealth may also request specific management plans as part of its request for S&Q Services (eg, change-specific supplements to the SEMP and ISP). Drafters may add other standing plans (in addition to the SEMP and ISP) that are then tailored for individual changes, but care should be taken to avoid asking for standing plans that have limited use. Drafters need to consider whether it is more cost-effective to have standing plans that need to be subsequently tailored to the specific requirements of each change, or to only require these additional plans for each specific change that requires them.

Where the Contractor engages Subcontractors to work on a Major Change, clauses 6.2.5.3 and 6.2.5.4 require that Subcontractors follow the Approved management

plans (SEMP and ISP) and Approved work plans, and that they develop consistent plans for their portion of the work. Noting that Subcontractors involved in design will generally be Approved Subcontractors, and listed in Attachment H, this flow-down of planning is an example of the broader requirements placed on Approved Subcontractors.

Clause 6.2.5.5 requires the Contractor to conduct the Major Change program, including V&V activities to support Acceptance. Clause 6.2.5.6 lists the subjects to be included in each Major Change work plan, which must be followed once Approved. The scope of the work plan covers a full design and development cycle. However, drafters should also modify the clause to address any Product-specific, SPO-specific or ADF regulatory / assurance framework-specific requirements, although care should be taken not to dilute any of the Commonwealth Representative's rights over the developmental program that are currently identified in this clause.

Major Change programs are conducted as either a Recurring Service, for those on-going changes needed to sustain the Products, or as S&Q Services, for more significant changes in terms of complexity and cost, and those undertaken to enhance Product functions and capabilities. Note that the cost of conducting Major Changes as a Recurring Service will be built into the Recurring Services Fee, and it may not be in the Commonwealth's interests for this to include a high level of contingency to cover the possibility of future change programs of significant size.

Clause 6.2.5.5 cross-refers to clause 6.2.5.7, where clause 6.2.5.7 identifies the types of Major Changes that are to be performed as Recurring Services unless identified, in clause 6.2.5.8, as one of the exceptional cases that would be better conducted as S&Q Services. These areas of exception may include those that require significant involvement by the Commonwealth and/or Associated Parties (ie, for interfacing systems). Drafters need to review clauses 6.2.5.7 and 6.2.5.8 and further develop these clauses, as applicable.

Drafters should appreciate that, when enacted through an S&Q process, the Commonwealth's requirements would be spelt out in its S&Q Services Request (part 1 of DID-SSM-S&Q), which in many cases will be supported by documents developed from work conducted under clause 6.2.4, Analysis of Change Requests. Alternatively, when a CSC is included in the Contract, the task could be performed under an Approved CSC Task Plan and require the use of CSC Additional Resources to address the full scope of a larger development task. The associated work plans for the Major Change would amend and/or supplement the specific requirements identified in this clause as well as any change-related requirements in other DSDs (eg, Software change through DSD-ENG-SW, Stock Assessment through DSD-SUP-SACC, and Training Materials update through DSD-TNG-TMS).

Drafters should review the CDRL Line Numbers for the ECP and related data items, and update requirements to be consistent with the type of potential design changes and SPO processes (eg, by default ECP delivery is 'as required' and Commonwealth Action by the end of the next CCB). DID-CM-MGT-ECP consists of a cover page that requires drafters to insert the SPO's ECP template or form into the DID, prior to release of the RFT. DID-CM-MGT-ECP may include both ECPs and Software Change Proposals (SWCPs), as applicable to the Services.

Drafters should also note the default timing for delivery of the Design Certificate (eg, Certificate of Conformance) in the CDRL (refer to DID-ENG-SOL-DCERT, sourced from ASDEFCON (*Strategic Materiel*)). This timing may be modified through the Commonwealth Representative's requests for S&Q Services (eg, to accommodate conditional or provisional Acceptance of a Mission System prior to full Acceptance under the Contract).

Related Clauses/Documents:

Clause 6.2.4, Analysis of Change Requests

Clause 6.2.10, Conduct of System Reviews

DSD-ENG-CM, Configuration Management Services

DSD-ENG-SEC, System Security Services

DSD-ENG-SW, Software Support Services

DSD-MNT-SERV, for the installation of Major Changes under modification orders, modification instructions or change orders, as applicable.

DSD-SUP-SACC, Stock Assessment Codification and Cataloguing

DSD-TNG-TMS, Training Materials Support Services

DID-ENG-IMSP, DID-ENG-CEMP and DID-SSM-SSMP

DID-CM-MGT-ECP, which specifies requirements for an ECP and SWCP

DID-ENG-SOL-DCERT, which specifies requirements for a Design Certificate

DID-ENG-MGT-SEMP-2 and DID-ILS-MGT-ISP-2 (sourced from *ASDEFCON (Complex Materiel) Volume 2*)

Optional Clauses: None

6.2.6 Technical Instruction Development

Status: Optional

Purpose: To require the development and preparation of draft Technical Instructions.

Policy: TBD

Guidance: Technical Instructions may have different names under the differing ADF regulatory / assurance frameworks. For example, Technical Instructions can embrace Special Technical Instructions (Aerospace environment), N4 Library Advice Notes (Maritime environment), and Electrical and Mechanical Engineering Instructions (Land environment).

These Services are optional and may not be necessary for contracts supporting simple equipment, for which Technical Instructions are unlikely to need to be developed, or if the Commonwealth has an internal or alternate source of expertise for this kind of development.

If the Technical Instructions are not developed by the Contractor but the Contractor is responsible for maintaining Configuration Control, then appropriate Contractor action will be undertaken through the CM requirements of DSD-ENG-CM.

Due to their undefined scope, the development of Technical Instructions will often need to be performed as S&Q Services or by a CSC team, unless closely managed as part of the Recurring Services to ensure efficient utilisation of the personnel involved.

Related Clauses/Documents:

Draft SOW clause 9.2, Technical Data

DID-ENG-CEMP, DID-ENG-CMP and DID-SSM-SSMP

DSD-ENG-CM, Configuration Management Services

Optional Clauses: None

6.2.7 System Safety Engineering

Status: Optional

Purpose: To identify the system-safety program requirements for the hardware and Software Products Being Supported.

Policy: *Work Health and Safety Regulations 2011 (Cth)*

MIL-STD-882E, *System Safety*

AAP 7001.054, *electronic Airworthiness Design Requirements Manual*

ANP 2200, *Navy Safety Management System*

ANP 3411-0101, *Naval Materiel Assurance Publication*

LMSM, *Land Materiel Safety Manual*

Guidance:

If the Contractor will not have system-level responsibilities, or will not otherwise be responsible for an ongoing system-safety program, then the clauses under clause 6.2.7 may be replaced with a single 'Not used'. Note that if this clause is not used the Contractor, through clause 3.6 of the SOW, is still required to cooperate and coordinate with, and provide safety-related information to, the Commonwealth or other Associated Party responsible for Materiel Safety.

Contractors are often not responsible for the management of Materiel Safety for every Product Being Supported (eg, S&TE provided as GFE). Clause 6.2.7.1 limits the system-safety activities to a subset of the Products covered by clause 6.1.1. Drafters will need to ensure that Annex A is also annotated accordingly.

Plans. Drafters may select Option A or Option B, from clauses 6.2.7.2 and 6.2.7.3, to identify the governing plan to be used for the ongoing system-safety program. Depending on program requirements, the management of Materiel Safety may be included within a stand-alone In-Service Materiel Safety Plan (IMSP) or rolled up into the CEMP. Drafters should review each DID and select the optional clause for the required plan.

Note that a SEMP, SWSP and an SWMP may also include details for Materiel Safety management that is specific to their scope. A dedicated system safety program plan for a Major Change (and subordinate to the SEMP) may also be requested as part of the ECP, through clause 6.2.5.

Clause 6.2.7.4 may be used to mandate or recommend particular safety standards to be tailored by the Contractor's plans for the conduct of the system-safety program, such as:

- a. MIL-STD-882E – *System Safety*;
- b. SAE ARP4754 – *Certification Considerations for Highly Integrated or Complex Aircraft Systems*; or
- c. DEF (AUST) 5679 – *Procurement of Computer-Based Safety Critical Systems*.

System certification requirements, for the applicable ADF regulatory / assurance framework, also provide direction and may be included in the subclause list.

Note that for work conducted in Australia, the Contractor must comply with the *Work Health and Safety Regulations 2011* (Cth), which effectively include system-safety through the legal obligation associated with the safety of Products. The *Work Health and Safety Act 2011* (Cth) is referenced through COC clause 12.4.

For aerospace contracts, the Defence Aviation Safety Regulations (DASR) provides direction for on-going airworthiness and certification requirements.

Consideration should be given to aligning the choice of general and Software specific safety standards with the Contractor's work practices. Software safety, including addressing the required integrity levels of Software, should be considered as part of an overall safety program. In the case of aircraft, the preferred Commonwealth standard is *RTCA/DO-178B (Software considerations in Airborne Systems and Equipment Certification)*. Assuring the required levels of Software integrity should be addressed in the SWSP and SWMP (for development).

Tenderers should also consider safety standards proposed in response to the Software support and system safety program requirements of TDR-F.

Clause 6.2.7.4 is used to list applicable documents for the management of Materiel Safety, including ADF regulatory / assurance framework documents. Application of these documents will be described in the Approved governing plan, and DID-ENG-IMSP requires the IMSP to refer to the documents listed in this clause.

Program. Clause 6.2.7.5 requires that Materiel Safety data be managed within the Contractor's engineering information system, which in most cases will incorporate

the CM database when CM Services are required under the Contract. Unless an alternative / bespoke system is required, this clause should not require amendment.

Clause 6.2.7.6 requires the Contractor coordinate the system-safety program activities with other activities under the Contract, such as design activities for Major Changes. Clause 6.2.7.7 identifies the activities of the on-going system-safety program. The subclause list may be tailored and expanded, as necessary.

Safety Case Report / Materiel Safety Assessment. Clauses 6.2.7.8 to 6.2.7.11 provide options for the development and provision of either a Safety Case Report (SCR) or a Materiel Safety Assessment (MSA). A safety case is a structured, comprehensive argument, supported by a body of evidence that demonstrates how safety risks have been identified, assessed, and eliminated or controlled for the life-cycle of the Materiel System. The evidence usually includes design, analysis and test data, hazard logs, and certification and compliance details – evidence which must be available to the Contractor if they are to prepare an SCR or MSA. This evidence is summarised and the Materiel Safety ‘argument’ is justified by the SCR. An MSA performs a similar function, but does not need to include details of the original system safety program that was undertaken during the development of the Products (and, therefore, may be prepared for off-the-shelf products where the history of the design program is not available).

An SCR may be prepared for complex Materiel Systems, whereas an MSA is more suited to less complex systems, equipment, or for subsystems installed onto larger systems (where the MSA adds information to the SCR for that larger system). An SCR may have already been prepared under a contract based on *ASDEFCON (Strategic Materiel)*, while an SCR or MSA may have been prepared under a contract based on *ASDEFCON (Complex Materiel) Volume 2*. In a support context, an SCR may be developed if the Contractor has system-level responsibilities, in which case Option A would be chosen (and Option B deleted). If an MSA would be more appropriate, because the Contract scope only applies to subsystems or other equipment, then Option B would be chosen (and Option A deleted).

An Authorised Engineering Organisation (AEO), Continuing Airworthiness Management Organisation (CAMO), or equivalent for a Materiel System, normally has responsibility for managing Materiel Safety in-service, but a Contractor (with related engineering responsibilities) may be tasked to provide the effort needed to develop the SCR or MSA (if one wasn't provided by the acquisition project). Once prepared, or if one already existed, the SCR or MSA can be maintained as part of the Materiel Safety information in the applicable Configuration Baseline. If the Contractor is to maintain this CM information (including the SCR or MSA) drafters should ensure that the relevant Materiel Safety baseline is listed in DSD-ENG-CM.

If the SCR or MSA exists but DSD-ENG-CM is not included in the Contract, and/or the baseline is maintained by Defence (or an Associated Party), then Option A or Option B may still be retained and amended to “further develop, deliver and update” the SCR or MSA, as applicable, if the level of effort is expected to be significant (eg, major modification programs are anticipated within the Term). If work to update the SCR or MSA will not be significant, and all necessary updates are obtainable through the Major Change requirements, then both options may be deleted.

The optional clauses recognise that the initial development of an SCR or MSA is a large activity that generally requires discrete funding, and is therefore managed as an S&Q Service. Alternatively, if the Contract includes a CSC, this could be undertaken as a CSC Task.

System-safety engineering should be undertaken as part of the Recurring Services to ensure that there is an ongoing commitment to this program. Nevertheless, specific safety-related activities identified, such as preparing the SCR or MSA, may be better managed as S&Q Services.

Related Clauses/Documents:

COC clause 12.4, Work Health and Safety

Draft SOW clause 3.6, Co-ordination and Co-operation

Draft SOW clause 12.3, Work Health and Safety

DSD-ENG-CM may specify the Configuration Baseline(s) to be used to manage Materiel Safety.

DSD-ENG-SEC, System Security Services, for security risks related to safety-critical systems.

DID-ENG-IMSP, DID-ENG-CEMP, DID-SSM-SSMP and DID-ILS-SW-SWSP

DID-SSM-HSMP for a Health and Safety Management Plan, or DID-SSM-SSMP, include requirements for WHS management of work performed under the Contract.

DID-ENG-CEMP, DID-ENG-MGT-SEMP-2, DID-ILS-SW-SWSP and DID-ENG-SW-SWMP, which may include aspects of the systems-safety program related to ECPs.

DID-ENG-SOL-SCR, which specifies requirements for a Safety Case Report. This DID is sourced from the *ASDEFCON (Strategic Materiel)* templates.

DID-ENG-SOL-MSA, which specifies requirements for a Materiel Safety Assessment. This DID is sourced from the *ASDEFCON (Complex Materiel) Volume 2* templates.

Optional Clauses: None

6.2.8 Supportability and Engineering Analyses

Status: Optional

Purpose: To require the data collection needed to enable Supportability and engineering analyses and, optionally, to task the Contractor to undertake the Supportability and engineering analyses.

Policy: DEF(AUST) 5691, *Logistic Support Analysis*
 DEF(AUST) 5692, *ADO Requirements for a Logistic Support Analysis Record*
 MIL-STD-1390D, *Repair Level Analysis*
 MIL-STD-1629, *Failure Mode Effects and Criticality Analysis*
 MIL-STD-2173, *Reliability Centered Maintenance*

Guidance: This clause allows the Contractor to be tasked with the collection of data needed to support various Supportability and specialty engineering analyses; and / or to then be tasked to perform the analyses. The need for these Services and suitability for the Contractor to provide them will need to be considered carefully before including these clauses. Analysis tasks may include monitoring component Reliability and Maintainability characteristics, ongoing updates to the LSAR, re-assessing RCM for changes to servicing schedules, cost modelling (which requires input of Commonwealth costs), and other trade studies or trade-off analyses. If the Contractor is to maintain the Logistic Support Analysis Record (LSAR), perform maintenance analyses, or update the cost model for TCO (refer SOW clause 13.4), then the Contractor will either need to be responsible for all aspects of the Products Being Supported (eg, the whole Mission System) and / or have additional information provided to address Defence activities and their costs. Sometimes the SPO will need to receive the relevant data from the Contractor, and then perform these analyses itself.

If sufficient data cannot be collected by the SPO through standard engineering, maintenance, and supply reporting systems, and if not requested as Other Performance Measures (OPMs) in Attachment Q, then additional data will need to be collected and provided by the Contractor. If there is no need to collect additional data, then the first subclause may be deleted and CDRL Line Number ENG-200 should also be deleted. If additional data needs to be collected, drafters and / or SPO staff will need to define the data elements to be collected, and create a DID to request that data through CDRL Line Number ENG-200.

If drafters / SPO staff also require the Contractor to undertake applicable analyses using that data, then the optional clauses should be considered. If the SPO will undertake all of the applicable analyses, then neither option may be required.

If required, drafters will need to select whether analysis will be conducted as a Recurring Service or as an S&Q Service, or a combination of both. If a Recurring Service, drafters will need to prepare an annex defining the analysis requirements and applicable references. If an S&Q Service, these requirements will need to be prepared during the Term and managed under S&Q Orders. The applicable approach, including the possibility of using both options, will need to be selected. The 'Supportability Trade Study Request' annex of *ASDEFCON (Strategic Materiel)* may be of some use to drafters developing annexes to describe analysis requirements.

If neither data collection nor analyses are required, then all subclauses may be deleted and replaced with a single 'Not used'.

Related Clauses/Documents:

Clause 6.2.9, Life Cycle Costing Analysis

Draft SOW 13.3, Identifying, Analysing and Implementing Efficiencies

Draft SOW clause 13.4, Cost Modelling

DSD-SUP-SERV, Support System Supportability Analysis clause

DSD-SUP-SACC, Stock Assessment clause

Optional Clauses: None

6.2.9 Life Cycle Costing Analysis

Status: Optional

Purpose: To identify the requirement to task the Contractor to undertake specific LCCA activities.

Policy: DEFLOGMAN Part 2, Volume 10, Chapter 16, *Life Cycle Costing Analysis*

Guidance: This optional clause allows the Commonwealth to task the Contractor to undertake LCCA in conjunction with other activities (eg, development of a Major Change or undertaking supportability analyses). Drafters should note that the Cost Modelling clause in the SOW (clause 13.4) requires the Contractor to maintain the baseline LCC/TCO model, and to prepare cost estimates when analysing Efficiencies.

The need for the Contractor to perform these tasks will need to be considered carefully. If the Contractor is to undertake LCCA, then the Contractor will need to be responsible for the whole Mission System or have additional data provided to it regarding Defence activities and costs. Sometimes a SPO will just need the relevant data collected by the Contractor, and then perform the analyses itself.

This clause contains an option to specify that the information to be provided to the Commonwealth (as a report or both a report and the LCC model data) be prepared in accordance with a DID and the CDRL. Drafters will need to develop the DID to define the report and if it is to include a copy of the LCC model data files. DID-PM-LCC-LCCRM, from *ASDEFCON (Strategic Materiel)*, may provide ideas but as there is a considerable difference between developing an LCC model during acquisition and maintaining one in-service, this DID is generally not suitable here. Drafters must also insert delivery details into the CDRL, as this LCCA is conducted to evaluate a particular change or modification the delivery of the data item would be event-based (ie, 'as per the S&Q Order'). If this option for LCCA is not required, the optional clause should be deleted.

The standard clauses included in the template have been established so that LCCA activities are conducted as S&Q Services; however, if continuous work is expected (separate to SOW clause 13.4), then a Recurring Services or the use of a CSC should be considered in order to sustain expertise. Drafters will need to carefully

consider the approach when developing the pricing schedules and allocating work between Recurring Services, Task-Priced Services and S&Q Services.

If LCCA is not required, the clauses may be replaced with a single 'Not used'.

Related Clauses/Documents:

Clause 6.2.8, Supportability and Engineering Analyses
Draft SOW clause 13.4, Cost Modelling

Optional Clauses: None

6.2.10 Conduct of System Reviews

Status: Optional

Purpose: To provide the framework within which System Reviews, including Mandated System Reviews and Internal System Reviews, will be conducted.

Policy: DMH(ENG) 12-2-001, *Defence Materiel System Review Guide*

Guidance: This clause is optional but should be considered for all support contracts where significant developmental activities could occur. The clause is generally included or deleted based on the inclusion of clause 6.2.5, Developmental Activities for Major Changes, DSD-ENG-CM clause 6.2.7, Configuration Audits, and DSD-TNG-TMS clause 6.2.5, Mandated System Reviews for Training Development.

A System Review is defined as 'an event at which the progress of the technical effort (including that of engineering and integrated logistics support) is assessed relative to its governing plans and technical and contractual requirements'.

A Mandated System Review means a System Review that is mandated by the Commonwealth – the individual reviews required for each Major Change are determined and Approved in the applicable work plans for that Major Change.

An Internal System Review means a System Review, other than a Mandated System Review, that the Contractor or Subcontractor conducts as part of the program of activities for the Contract.

Optional clauses are included for the Commonwealth to attend the Contractor's Internal System Reviews and / or to receive copies of the outcomes (eg, Minutes including action items and decisions, the issues register and other documents). Drafters should include these optional clauses as required, noting that scoping an S&Q Services request, or approving a work plan, can remove these requirements from an individual development task when they are not required.

No payment framework is included with these clauses because they do not come into effect unless a System Review is required for a Major Change or through another DSD (eg, Functional and Physical Configuration Audits in DSD-ENG-CM or Training-development reviews in DSD-TNG-TMS). When these System Reviews are required to occur under the Contract, the associated payment provisions would be enacted along with the specific reviews.

Related Clauses/Documents:

Clause 6.2.5, Developmental Activities for Major Changes
DSD-ENG-CM, Configuration Management Services
DSD-ENG-SEC, System Security Services
DSD-ENG-SW, Software Support Services
DSD-TNG-TMS, Training Materials Support Services
DID-ENG-CEMP
DID-ENG-CMP
DID-PM-MEET-AGENDA and DID-PM-MEET-MINUTES

DID-ENG-MGT-SEMP-2 and DID-ILS-MGT-ISP-2 (from *ASDEFCON (Complex Materiel) Volume 2*)

Optional Clauses: None

6.2.11 Use of Commonwealth Engineering Support Facility

Status: Optional

Purpose: To require the Contractor to use a Commonwealth provided Engineering Support facility.

Policy: Nil

Guidance: For security or strategic reasons such as the ownership of Intellectual Property, knowledge retention for unique technologies, the ability to re-compete Services, or for development control over bespoke Software, the Contractor and Subcontractors may be required to use a Commonwealth Engineering Support facility when performing the Services. In different circumstances, this kind of facility may be called the '[...Mission System...] engineering facility', 'integrated hardware and Software development and test facility', 'Software support facility', or by another name.

The Commonwealth's Engineering Support facility(ies), may have been established under the Contract (Acquisition) or a preceding Contract (Support) that included significant hardware and/or Software design and development – this Contract does not include the establishment of such facility(ies).

If a Commonwealth Engineering Support facility is not applicable then clauses below the heading clause 6.2.11 may be replaced with a single 'Not used'.

When a Commonwealth Engineering Support facility is to be used, clause 6.2.11 is to be further developed by the drafter and identify the specific facility(ies). The clauses refer to GFE, which must be identified in Attachment E, and GFF detailed at Attachment O. GFS may also be applicable to the facility(ies).

Considerations for the further development of this clause include:

- a. further definition of the Services to be undertaken in the facility (eg, if used for all hardware and Software Products or only a subset thereof, and/or will it be used for all Engineering Services or only a subset such as integration testing and some Verification and Validation), and if Annex A to the SOW is tailored to group Software Products for different Services;
- b. if there is more than one facility, how each facility is identified (clause 6.2.11.1) and the scope of Services in each (clause 6.2.11.2);
- c. any constraints or conditions (not covered by the GFF Licence) associated with access to the facility (eg, use of access passes and the hours of operation);
- d. requirements for Commonwealth access to the GFF when occupied by the Contractor (if not covered by the GFF Licence);
- e. whether or not the Commonwealth wishes to embed staff within the facility for the purposes of training and technical mastery (ie, MRU);
- f. whether the facility is to be shared with Commonwealth Personnel or other Associated Parties performing other tasks related to the Products; and
- g. whether the Contractor will be responsible for updating the GFE (eg, update the development environment equipment to maintain configuration with the modified Products), consistent with the tailoring of SOW clause 9.3.

Drafters are to further develop this clause based on the above considerations and ensure that related parts of the Contract are updated accordingly.

Related Clauses/ Documents:

Attachment E, GFM and GFS

Attachment O, Government Furnished Facilities Licence

Draft SOW Clause 9, Support Resources
SOW Annex A, Products Being Supported

Optional Clauses: None

6.2.12 Research and Development

Status: Optional

Purpose: To require the Contractor to undertake or sponsor research and development (R&D) activities in relation to the Capability or Capabilities to which the Products Being Supported relate.

Policy: This R&D program is an extension of the Australian Industry Capability (AIC) program. Refer to the AIC policy references in respect of clause 10 of the SOW.

Guidance: R&D is an optional clause, implemented in order to promote and develop R&D capabilities within Australian Industry that will enable the enhancement and on-going capabilities of the Products Being Supported and the Capability or Capabilities to which these Products relate, while also contributing to the achievement of the AIC Objectives. Clause 6.2.12.1 provides a generic set of objectives for this requirement, which may need to be modified to address the specific R&D objectives for the Contract.

The clause has two separate aspects to it, namely:

- a. those R&D activities that the Commonwealth wishes to pursue from the commencement of the Contract; and
- b. a framework to promote and pursue R&D opportunities that may arise during the Term.

The R&D activities included in Contract scope are defined in Annex A to this DSD (to be developed by the drafter), which would include (for example):

- a. the identification of the specific outcomes being sought;
- b. any background information or parallel activities being undertaken by, for example, Defence Science and Technology Group (DSTG) that help set the scene and define the scope for the activity;
- c. any planning or reporting requirements (eg, a standalone plan for the specific R&D activity);
- d. requirements for the involvement of other parties, such as academia, DSTG, Commonwealth Scientific and Industrial Research Organisation (CSIRO), other Commonwealth agencies, and state governments;
- e. any specific work requirements, such as for the development of prototypes or for trialling and testing on or with Defence systems;
- f. (optionally) any off-ramps, so that it is clear, for example, the conditions under which the Commonwealth would no longer wish to pursue the R&D activity; and
- g. any other matters to ensure that the nature and scope of the R&D activity is clear.

If there are R&D activities that the Capability Manager wishes to address from the commencement of the Contract, drafters need to develop separate annexes for each specific R&D activity so that these requirements can be included in the tendered price. These R&D activities would be undertaken as Recurring Services.

Drafters should also include specific requirements in the applicable annex to the COT to ensure that the nature and scope of each tenderer's proposal against these requirements is clear, including any limitations or constraints (eg, arising out of Intellectual Property (IP) considerations).

Drafters should also include the optional clauses if the Capability Manager wishes to pursue R&D opportunities under the Contract, which could occur, for example, when

there is a need to pursue some form of technology evolution program or Navy's "evergreening" concepts. These R&D opportunities may be undertaken either through a CCP or as an S&Q Service (noting that S&Q Services can be performed by a CSC when that module is included in the draft Contract).

Implementation of R&D outcomes, when a potential design solution has been developed to a sufficient level of definition and maturity, is managed via existing DSD clauses for implementing engineering changes.

R&D activities are likely to have commercial sensitivities, and commercial advice should be sought when including these clauses, particularly in relation to IP rights and arrangements, possible Commonwealth TD and Commonwealth Software, licences to commercialise, and any requirements for third party agreements / deeds.

Related Clauses/ Documents:

Attachment F, Australian Industry Capability
 Draft COC clause 5, Technical Data, Software and Contract Material
 Draft SOW clauses 5.2 and 5.3, for reporting and reviews
 Draft SOW clause 10, Australian Industry Capability
 DID-ENG-CEMP
 DID-SSM-AICP
 DID-SSM-CSSR

Optional Clauses: None

1.1 Reliability Program and Updates to Maintenance Requirements

Status: Optional. Applicable to aircraft (Mission System level) support contracts where the Contractor will be required to perform on-going reliability and Maintenance analyses.

Purpose: To require the Contractor to conduct reliability and Maintenance Requirements Determination programs in order to support continuing airworthiness and to provide the information required for improvement of the Maintenance program.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 14, *Materiel Reliability, Availability and Maintainability Policy*

ADO Reliability, Availability and Maintainability Manual (RAMMAN)

Guidance: Optional clauses (below) have been drafted for contracts providing Mission System level support for an aircraft fleet. These clauses may be adapted to maritime vessels, land vehicles, and other systems where whole-of-system reliability and maintenance are to be analysed.

If required, the heading (above) and optional clauses (below) may be copied to the DSD and tailored (note: add the clauses to the end of the DSD to avoid cross-reference errors).

The optional clauses describe a four-part process, resulting in the update of the Aircraft Maintenance Programme, to improve the effectiveness (including Materiel Safety outcomes) and efficiency of Maintenance. All four steps may be included in the draft Contract or, after a particular point in the process, the work may transfer to the SPO (to Defence personnel or a specialist Commonwealth Service Provider). The four-part process includes the:

- a. **Reliability Program**, to monitor and review the on-going reliability of the system, Defect investigations and system safety program inputs;
- b. **Maintenance Requirements Determination (MRD)**, to review and undertake Failure Mode Effects and Criticality Analysis (FMECA) when required, Reliability Centred Maintenance (RCM) analysis, and to report the findings;

- c. **Analyse and Review the Maintenance Program**, using FMECA and RCM results and any inputs from the system safety program, to assess the effectiveness (and efficiency) of the current Maintenance program plan (eg, an Aircraft Maintenance Programme (AMP)), and to report the findings, including any proposed changes; and
- d. **Update the Maintenance Program**, by drafting updates to the Maintenance program plan (eg, the AMP) for approval by the applicable authority (eg, the DASA), and implementing approved changes to the Maintenance program plan, the Maintenance Management System, and related Technical Data.

If these optional clauses are included, drafters should delete 'Maintenance interval extension' and 'Maintenance Requirements Determination' from clause 6.2.3.2, Engineering Investigations, or limit these to non-Mission System investigations, in order to avoid overlap with this clause.

The Mission System's Maintenance program would have been defined as an outcome of the system development program and Logistic Support Analysis (LSA) activities. Due to the need to use comparative techniques to predict system and component reliability, and potential changes in use and environment once in-service, reliability factors and resulting Maintenance programs are revisited using in-service data. Most of this activity is focused on scheduled Maintenance, for safety and efficiency, with intervals determined using RCM. FMECA is also used to analyse more frequent defects and unanticipated failure modes, which can result in new Preventive Maintenance activities being scheduled in order to avoid failures with an adverse effect on safety, system availability, or high Corrective Maintenance costs. Once determined, improvements to the Maintenance program are incorporated through the system-level Maintenance plans, Maintenance Management Systems, and related Technical Data.

Reliability Program. Drafters are to insert references to a standard or regulatory / assurance document, as applicable. Drafters also need to insert the name of the Mission System / fleet and identify which subsystems are to be covered by the reliability program (eg, just airframes, all subsystems, or some of the engines, airframe structures, hydraulics, power and avionics systems, etc).

If the Mission System has a 'health and usage monitoring system' or other condition based monitoring system, then the clauses should be amended to include this system as a source of analysis data.

Maintenance Requirements Determination. Drafters are to insert the name of the Mission System / fleet, and references to a regulatory / assurance document, a SPO QMS or other procedure, and military / commercial standards, as applicable.

Different standards may have been applied to the FMECA and RCM analysis for the development of the system. For aircraft, a Maintenance Steering Group III (MSG3) logic is usually applied. The analysis of updates for Maintenance should follow the same or a compatible standard, noting that different standards (eg, for RCM) include specific logic / decision trees and there can be benefits in a consistent approach.

Drafters need to consider how the results of the analysis are to be provided to the Commonwealth. Option A or B (in the option boxes) may be selected depending on whether data entry directly into the Commonwealth's LSAR or other systems is required, or if a separate report is to be prepared.

Option A requires the Contractor to update the LSAR, or similar system, with analysis results. This can usually be achieved with a compatible LSAR data transfer file or by providing the Contractor with access to a Defence system. The optional clause should be expanded to identify the method for providing the data. For example: 'by providing a DEF(AUST)5692 compatible transfer file' or 'by data entry into the Commonwealth [...INSERT NAME OF LSAR...] system'.

Option B requires a DID to be developed to define the contents and required delivery details for the analysis results (with a matching clause and CDRL entry). Note that requirements for an RCM report are included in Appendix I to DASR AMC M.A.302.

Analyse and Review the Maintenance Program. Drafters are to insert the name of the Mission System / fleet, and references to a regulatory / assurance document, a SPO QMS or other procedure, as applicable.

Drafters should also review, and amend if applicable, the reporting requirements at draft clause 1.1.3.2. Option A or B (in the option boxes) may be selected depending on whether a specific DID for the report will be developed by the drafter. If a DID is developed, a matching CDRL entry will be required.

Update the Maintenance Program. An update to the Maintenance program requires the approval of the applicable authority (eg, the Defence Aviation Safety Authority (DASA)). This clause may be included when the Contractor is to prepare and subsequently action changes to the Maintenance program planning documents.

Where the actions under this clause require access to a Commonwealth ICT system, the drafter needs to ensure that the required system is included under clause 6.2.2.

Other considerations. As an on-going program with a consistent level of effort, or when included with other Engineering Services, it is expected that the work required by the clauses can be included in the draft Contract as a Recurring Service. If the work is only expected to occur on an intermittent basis (eg, a review every few years) then these may need to be identified as S&Q Services (noting that S&Q Services can be performed by a CSC when that module is included in the draft Contract).

For this level of engineering analyses, a CEMP should be required by the draft Contract, rather than have engineering planning 'rolled-up' into the SSMP.

Related Clauses:

Clause 6.2.2, Engineering Information System

Clause 6.2.3, Engineering Investigations

DSD-MNT-MGT, Requirements for the management of Maintenance Services

Optional Clauses:

Note to drafters: Amend the following clauses to match the scope of activities to be allocated to the Contractor versus those performed by the SPO.

1.1.1 Reliability Program

1.1.1.1 The Contractor shall conduct a reliability program in accordance with the Approved CEMP, meeting the requirements of [...EG, SPO / CAMO PROCEDURE OR DASR M.A.302(f)...], for the [...INSERT MISSION SYSTEM...], which includes the [...INSERT APPLICABLE SUB-SYSTEMS...].

1.1.1.2 The Contractor shall conduct a reliability program for the [...INSERT MISSION SYSTEM...] that:

- a. collects and analyses reliability and maintainability data including; failure rates, Defect investigation results, structural fatigue and ageing systems data, use and monitoring systems data, unscheduled shut downs, unscheduled removals, no-fault-found rates, as applicable to the system being analysed;
- b. analyses manufacturer bulletins, directives from regulators and other notices which may include updates to reliability data and/or Maintenance requirements;
- c. integrates applicable results from the System Safety Engineering program under clause 6.2.7 and Engineering Investigations under clause 6.2.3; and
- d. analyses the effects of proposed changes to the configuration, ROE and operating environment, as applicable.

1.1.2 Maintenance Requirements Determination

1.1.2.1 The Contractor shall use outputs of the reliability program under clause 1.1.1.2 to inform the Maintenance Requirements Determination (MRD) program (including Failure Mode Effects and Criticality Analysis (FMECA) and Reliability Centred Maintenance (RCM) analyses), in order to analyse the Maintenance requirements for the [...INSERT MISSION SYSTEM...] in accordance with:

- a. [...INSERT REFERENCE TO APPLICABLE STANDARD (EG. FOR RCM)...]; and
- b. [...INSERT SPO / CAMO PROCEDURE / INSTRUCTION...].

1.1.2.2 The Contractor shall report its findings from the MRD analyses program under clause 1.1.2.1 as part of the Engineering Services reporting required by SOW clause 5.2.

Option A: For when the Contractor is maintaining in-service reliability data in a Logistic Support Analysis Record (LSAR) or similar. Add to the clause if required to specify a data transfer standard or data entry method.

1.1.2.3 The Contractor shall update the [...INSERT NAME FOR SYSTEM DATABASE / LSAR / OTHER...] with applicable results from the reliability program.

Option B: Include and amend this clause if a DID will be developed to specify the contents of the required report.

1.1.2.4 The Contractor shall develop, deliver and update a [...INSERT NAME, EG, 'MRD Report'...] in accordance with CDRL Line Number ENG-[...INSERT NUMBER...].

1.1.3 Analyse and Review the Maintenance Program

1.1.3.1 The Contractor shall use the results of the reliability program and MRD analyses to review the effectiveness and efficiency of the [...INSERT MISSION SYSTEM...] Maintenance program in accordance with:

- a. [...INSERT APPLICABLE REGULATION / ASSURANCE REFERENCE EG: DASR M.A.302(g)...]; and
- b. [...INSERT SPO / CAMO PROCEDURE / INSTRUCTION...].

Option A: Include this clause to define reporting requirements when a specific DID will not be developed. Amend the clause as necessary to capture the broad scope of the report.

1.1.3.2 The Contractor shall develop and deliver to the Commonwealth Representative, for Approval, a report on the review of the [...INSERT MISSION SYSTEM...] MRD program analysis undertaken in accordance with clause 1.1.2, that includes:

- a. a summary of the analysis and review activities undertaken;
- b. details of any recommended changes to scheduled Maintenance activities and also for those Maintenance activities analysed where no change is recommended;
- c. a risk assessment for each 'change' and 'no change' recommendation, as applicable, for the scheduled Maintenance activities analysed;
- d. draft updates to the [...INSERT MISSION SYSTEM...] Maintenance program for each recommended change; and
- e. if applicable, draft updates for affected Maintenance manuals (eg, for new or changed inspection procedures).

Option B: Include and amend this clause if a DID will be developed to specify the contents of the required report.

1.1.3.3 The Contractor shall develop, deliver and update a [...INSERT NAME, EG, 'Maintenance Program Review Report'...] in accordance with CDRL Line Number ENG-[...INSERT NUMBER...].

1.1.4 Update the Maintenance Program

1.1.4.1 The Contractor shall, when requested by the Commonwealth Representative and using the results of the analysis required by clause 1.1.3, develop and deliver to the [...CAM / CLEO / Other...] proposed updates to the [...INSERT MISSION SYSTEM...] Maintenance program, for submission to the [...DASA / NMSwAA / DTR-A / other authority...].

1.1.4.2 When requested by the Commonwealth Representative, following approval by the [...DASA / NMSwAA / DTR-A / other authority...] of changes to the [...INSERT MISSION SYSTEM...] Maintenance program, the Contractor shall, as applicable:

Note to drafters: Amend the following list of activities as applicable to the update requirements.

- a. update the Electronic Planned Servicing Schedule within the [...INSERT NAME OF MAINTENANANCE MANAGEMENT SYSTEM...];
- b. update the [...INSERT NAME OF SYSTEM DATABASE / LSAR / OTHER...];
- c. update affected Maintenance manuals, in accordance with clause 9.2 of the SOW;
- d. deliver proposed updates, for Approval, for changes to the schedule of planned Maintenance servicings required by clause 6.2.3 of DSD-MNT-MGT; and
- e. prepare a CCP to address changes to the Contract that result from changes to the planned Maintenance servicings and any other Maintenance Services affected.

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-ENG-SERV-V5.2**

2. **TITLE: ROUTINE ENGINEERING SERVICES**

3. **DESCRIPTION AND INTENDED USE**

3.1 This DSD identifies the routine Engineering Services required to be provided by the Contractor to support the Products identified at Annex A to the SOW.

Note to drafters: If Engineering Services are not subject to an ADF regulatory / assurance framework then the following clause may be deleted or amended. Otherwise, amend as appropriate for the ADF regulatory / assurance framework.

3.2 The requirements of this DSD, including as applicable to related DSDs, require an exact and well-ordered approach to the management and provision of all Engineering Services, which is intended to:

- a. ensure the Materiel Safety of the Products Being Supported;
- b. for Contractor responsibilities commensurate with the Engineering Services, demonstrate compliance with applicable legislative requirements and the [... INSERT ADF REGULATORY / ASSURANCE FRAMEWORK ...];
- c. contribute to the governance of the Mission System, by prioritising the achievement of life-of-type outcomes for safety and capability; and
- d. ensure the integrity and accountability of engineering decision-making processes.

Note to drafters: Amend the following subclauses to align with the DSD's scope of work.

3.3 This DSD is intended to be the head or lead DSD for Engineering Support, and is applicable where the Contractor is required to provide routine Engineering Services, such as:

- a. engineering management, administration and reporting;
- b. use of an engineering information system;
- c. conducting engineering investigations;
- d. analysing change requests;
- e. conducting developmental activities for Major Changes;
- f. developing Technical Instructions;
- g. conducting system-safety engineering;
- h. conducting supportability and engineering analyses;
- i. conducting Life Cycle Costing Analyses; and
- j. conducting System Reviews.

4. **INTER-RELATIONSHIPS**

4.1 This DSD forms part of the SOW.

4.2 This DSD must be applied in conjunction with the Engineering Services defined in the Engineering Support requirements of the SOW and the related DSDs.

5. **APPLICABLE DOCUMENTS**

5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to routine Engineering Services). Do not include reference to Defence policy (eg, DEFLOGMAN) unless the obligations for contractors

are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

AAP 6734.001	<i>Defence Aviation Safety Manual</i>
AAP 7001.054	<i>electronic Airworthiness Design Requirements Manual</i>
AAP 8000.011	<i>Defence Aviation Safety Regulations (DASR)</i>
LMSM	<i>Land Materiel Safety Manual</i>
ANP 2200	<i>Navy Safety Management System</i>
ANP 3411-0101	<i>Naval Materiel Assurance Publication</i>

6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope

Note to drafters: Amend the following clause to align with the Products that will be supported by the scope of Engineering Services required under the Contract.

6.1.1.1 The Contractor shall provide routine Engineering Services, as described in this DSD, for the following types of Products listed in Annex A to the SOW for which the Contractor is annotated as having engineering responsibilities:

- a. Mission System(s);
- b. Repairable Items;
- c. Non-Repairable Items;
- d. Software; and
- e. Technical Data.

6.2 Services

6.2.1 Engineering Management, Administration and Reporting

Note to drafters: If only a portion of the Applicable Documents listed in clause 5 are applicable then the following clause would need to be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

6.2.1.1 The Contractor shall provide Engineering Services in accordance with:

- a. the applicable documents listed in clause 5 of this DSD; and
- b. the technical manuals for the Products specified at clause 6.1.1.1 of this DSD.

6.2.1.2 The Contractor shall undertake all engineering administrative actions necessary to ensure that the correct engineering-related recording and reporting processes have been followed in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...] and [...INSERT REFERENCES TO THE RELEVANT DOCUMENT(S)...].

6.2.1.3 The Contractor shall maintain a schedule of known Engineering Services, projecting work effort for a period of not less than one year in advance, or until the end of the Term where that period is less than one year.

6.2.1.4 The Contractor shall provide a copy of the Contractor's Engineering schedule in the format requested and within five Working Days (or other timeframe agreed between both parties) of a request for a copy of this schedule from the Commonwealth Representative.

6.2.2 Engineering Information System

Note to drafters: Omit clause if not required, and mark as 'Not used'. If included, amend clause 6.2.2.1 to scope the applicable functions. Add references to Defence procedures if applicable.

6.2.2.1 The Contractor shall use an engineering information system, in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...], for the Products specified in clause 6.1.1.1 to:

- a. manage inputs and outputs of process tasks;
- b. record and provide traceability to engineering decisions;
- c. record details of engineering authority and delegations; and
- d. store or record the reference to engineering documents, drawings, and reports.

6.2.2.2 The Contractor shall ensure that Engineering Services undertaken by Subcontractors, for the Products specified in clause 6.1.1.1, are entered into the Defence or Contractor engineering information system, as applicable, for those functions identified in clause 6.2.2.1.

Note to drafters: *Select from the following optional clauses A (including A-1 and A-2) or B, based on whether or not the Contractor will be provided with on-line access to a Defence engineering information system. If a Contractor will be provided access, select clause A-1 and update the Attachment E if the system is provided for their exclusive use, or clause A-2 for shared use (shared with Defence staff or another contractor).*

The note to tenderers below is included to advise tenderers of the forthcoming change to the Defence ERP System. If, as part of the Defence ERP System, the engineering information system function will be available before OD, then the note to tenderers can be deleted and a reference to the Defence ERP System inserted where indicated.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years. References to the [...INSERT NAME OF SYSTEM...] below should be considered as references to the Defence ERP System, used to perform the relevant functions.

Changes to the draft Contract, for the Defence ERP System, will be included in negotiations for any resultant Contract. If the relevant Defence ERP System functions have not been implemented by ED, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.

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

Option A: *For when the Contractor will be provided on-line access to a Defence engineering information system, the name of the system is to be inserted into the clauses below.*

6.2.2.3 The Commonwealth shall provide the Contractor with on-line access to the Defence engineering information system, [...INSERT NAME OF SYSTEM...], for the purposes of undertaking clause 6.2.2.1 for this Contract.

Option A-1: *For when the Contractor will be provided with hardware and Software for a Defence engineering information system.*

6.2.2.4 The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS to support the use of [...INSERT NAME OF SYSTEM...], as detailed in Attachment E.

Option A-2: *For when the Contractor will share access to a Defence engineering information system.*

6.2.2.5 The Commonwealth shall provide the Contractor with access to [...INSERT NUMBER...] of shared [...INSERT NAME OF SYSTEM...] terminals at [...INSERT LOCATION/TIME DETAILS...].

Option B: For when the Contractor will NOT be provided on-line access to a Defence engineering information system but will be required to implement a system with similar functionality. If applicable, a DID describing data and data transfer requirements may need to be developed and clause 6.2.2.8 modified to incorporate the appropriate CDRL reference.

- 6.2.2.6** The Contractor shall implement an engineering information system to meet the requirements of clause 6.2.2.1.
- 6.2.2.7** The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access to the Contractor's engineering information system for the duration of the Contract.
- 6.2.2.8** The Contractor shall develop, deliver and update engineering management, administration and reporting data, for entry into the Defence engineering information system, in accordance with CDRL Line Number ENG-[...INSERT CDRL LINE NUMBER...].

6.2.3 Engineering Investigations

Note to drafters: Initial Defect investigations, Maintenance incident investigations and Maintenance research are included in DSD-MNT-MGT. This clause provides for engineering investigations, which may include follow-up activities from those Maintenance investigations. Drafters should tailor the clause to meet the specific requirements of the Contract.

The following clauses assume that the engineering investigations under clause 6.2.3.1 are included as part of the Recurring Services, while the engineering investigations under clauses 6.2.3.2 and 6.2.3.3 are undertaken as S&Q Services. Drafters may need to amend the following clauses to take into account any required changes to these arrangements, including in this clause and elsewhere in this and related DSDs.

- 6.2.3.1** The Contractor shall conduct engineering investigations and related technical research, which are required or appropriate to:
- a. maintain the function and performance of the Products Being Supported and the Product-related Other Performance Measures;

Note to drafters: ADF regulatory / assurance framework requirements are defined under SOW clause 5.4. Drafters may amend the following subclause to ensure that it integrates with that clause.

- b. perform its responsibilities under the ADF regulatory / assurance framework, as specified under clause 5.4 of the SOW;
 - c. maintain Materiel Safety in relation to the Products Being Supported;
 - d. address security vulnerabilities identified in the Products Being Supported;
 - e. support the provision of Maintenance Services;
 - f. support the provision of Configuration Management Services;
 - g. support the analysis and rectification of Defects (including Latent Defects) requiring rectification under the Contract; and
 - h. analyse fault-reporting and corrective-action data, availability data, and reliability and failure trends to identify candidate Products and processes for improvement.
- 6.2.3.2** When requested by the Commonwealth in writing, the Contractor shall undertake engineering investigations and related technical research into various issues for which the Contractor has technical capability and expertise, including:

Note to drafters: The following list may need to be amended, where there are other tasks are expected to be outside the scope of the Contractor's responsibilities. Additionally, the list may also need to be amended if any of the identified tasks are included within Recurring Services.

- a. detailed investigation of Defects, where the Commonwealth requires more detailed investigation than would otherwise be required to support the rectification of the Defects under clause 6.2.3.1g;
- b. parts substitution;

- c. Maintenance interval extension;
- d. Maintenance Requirements Determination;
- e. development of alternate or supplementary operating, Maintenance, and supply procedures;
- f. development of Deviations; and
- g. development of publication amendment proposals.

6.2.3.3 The Contractor shall raise requests for engineering investigations, which would not otherwise be required under clause 6.2.3.1, based on its engineering judgement of the results of:

- a. Technical Data reviews;
- b. Obsolescence issues;
- c. Configuration Management Services;
- d. publications management; and
- e. Maintenance analyses.

6.2.3.4 An engineering investigation request raised by either party shall detail:

- a. the scope and objectives of the engineering investigation;
- b. the estimated duration;

Note to drafters: The following reference to a format may be amended to refer to a CDRL Line Number, if a DID has been developed for this type of reporting.

- c. the reporting requirements, including report format;
- d. any deliverables in addition to the reporting requirements; and
- e. any other requirements applicable to the type of engineering investigation.

6.2.3.5 Subject to clause 6.2.3.1 and the funding arrangements under the Capability Innovations and Efficiencies Program, the Contractor shall undertake engineering investigations conducted in accordance with clauses 6.2.3.2 and 6.2.3.3 as S&Q Services.

6.2.3.6 The Contractor shall promptly undertake each engineering investigation, commensurate with the impact of the issue being investigated on Defence operations, other Contract work, the health and safety of personnel, and the environment.

6.2.3.7 On completion of an engineering investigation, the Contractor shall report its findings to the Commonwealth Representative within 10 Working Days (or other timeframe agreed between both parties), using the agreed report format from clause 6.2.3.4c.

6.2.3.8 Within 10 Working Days of receiving the engineering investigation report from the Contractor (or other timeframe advised by the Commonwealth Representative), the Commonwealth shall advise, in writing, whether or not:

- a. the report meets the requirements of clause 6.2.3.4; and
- b. any further action is required to be taken by the Contractor in relation to the engineering investigation.

6.2.3.9 The Contractor shall conduct all engineering investigations in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...].

6.2.4 Analysis of Change Requests

Note to drafters: Different ADF regulatory / assurance frameworks may use particular terminology for the analysis activity proposed under this clause 6.2.4. Tailor if required.

6.2.4.1 When requested by the Commonwealth Representative, in writing, the Contractor shall:

- a. analyse a request for an engineering change to determine whether or not the proposed change has merit before committing to the full developmental processes required under clause 6.2.5 of this DSD and DSD-ENG-CM; and

- b. provide a report to the Commonwealth within 20 Working Days of receiving the request (or other timeframe agreed between both parties commensurate with the implications for Defence operations, other Contract work, WHS and the environment) that provides the analysis of the costs, benefits and risks associated with the requested engineering change.

6.2.4.2 Unless otherwise specified by the Commonwealth Representative, the Contractor's analysis of an engineering change request shall provide sufficient detail for initial assessment of feasibility and importance and to ascertain the resources required for further development, including:

- a. the function and/or performance characteristic to be changed, improved, eliminated or added;
- b. the reason for and/or benefit to be achieved;
- c. the scope of the development task;
- d. alternative solutions/implementation strategies;
- e. risks to development, implementation and support;
- f. estimated costs and resource requirements, both for the implementation and net impact on ongoing support, including the tolerances associated with the cost and resource estimates;
- g. assessed criticality in relation to the impact on operations, safety and security (eg, does the requested change impact upon a Mission Critical Capability?);
- h. whether or not the requested change is assessed as a Major Change or a Minor Change in accordance with clause 6.2.5 of DSD-ENG-CM;
- i. assessed priority; and
- j. operational impact of either proceeding or not proceeding with the development of the change.

Note to drafters: Omit the following clause if not required.

6.2.4.3 The Contractor shall present the findings of its analysis activities to the Commonwealth's Configuration Control Board (CCB).

6.2.4.4 Subject to clause 6.2.4.5, the Contractor shall conduct analysis of change requests, which are requested by the Commonwealth Representative under this clause 6.2.4, as S&Q Services.

6.2.4.5 The Contractor shall undertake the analyses and provide the report required for the change request, even when analysis of a change request has been requested by the Commonwealth Representative under clause 6.2.4.1:

- a. if the change request relates to maintaining serviceability of Mission Systems and/or equipment, parts shortages, safety and/or regulatory requirements, including on-going ADF regulatory / assurance framework requirements; and
- b. within the Recurring Services Fee.

6.2.5 Developmental Activities for Major Changes

Note to drafters: Omit this clause if not required, and mark as 'Not used' (eg, if a separate DSD has been developed for the development of Major Changes).

Amend the following clauses to add any standing plans required for the development of Major Changes (eg, Software Management Plan (SWMP)). Alternatively, if all development activities can be adequately covered by the SSMP, the following clauses can be replaced with 'Not used'.

Drafters should be aware that other DSDs contain requirements related to Major Changes; refer to the clause guidance for details.

6.2.5.1 The Contractor shall develop, deliver and update the following plans to address the developmental activities for Major Changes:

- a. Systems Engineering Management Plan (SEMP) in accordance with CDRL Line Number ENG-650; and
- b. Integrated Support Plan (ISP) in accordance with CDRL Line Number ENG-660.

6.2.5.2 The Contractor shall conduct its activities for each Major Change in accordance with the:

- a. requirements of ANSI/EIA-632, 'Processes for Engineering a System', as tailored by the Approved SEM and Approved ISP; and
- b. Approved SEM, Approved ISP, and other applicable Approved plans for the Contract, as tailored by the Approved work plan (including any Approved supplementary management plans) for each Major Change.

6.2.5.3 The Contractor shall ensure that all Contractor and Subcontractor activities are consistent with the Approved work plan and Approved management plans for each Major Change.

6.2.5.4 The Contractor shall ensure that all 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 work plan and Approved management plans for the Major Change.

6.2.5.5 Subject to clause 6.2.5.7, the Contractor shall undertake the following activities for a Major Change as S&Q Services:

- a. except where otherwise specified in the Contract, all activities associated with the development of an Engineering Change Proposal (ECP) for a Major Change, including obtaining the necessary Commonwealth Approvals for the ECP; and
- b. implementation, Verification and Validation (V&V), and Configuration Audits of an Approved Major Change, including obtaining Acceptance from the Commonwealth Representative.

Note to drafters: Amend the following clause, as required to suit the general nature, scope and Product-specific or SPO-specific work requirements envisaged under the Contract.

6.2.5.6 The Contractor shall include in its work plan(s) for each Major Change, except where otherwise agreed in advance and in writing by the Commonwealth Representative:

- a. supplementary management plans, which are to be Approved by the Commonwealth Representative, that tailor the Approved SEM, Approved ISP and other applicable Contract plans (eg, Software Management Plan (SWMP)) to suit the particular requirements of the Major Change;
- b. a formalised systems-engineering program that is commensurate with the nature and scope of the Major Change, including, as applicable, requirements determination, design, development or modification, construction, V&V, delivery, installation, and Acceptance of the Product(s) to be changed;
- c. the identification, design, development or modification, construction, V&V, delivery, installation, and Acceptance for, as applicable, all Support Resources and Training required to operate and support the changed Product;
- d. the development, delivery and update of an ECP in accordance with CDRL Line Number ENG-760;
- e. the requirement for the Commonwealth Representative to Approve the specification and V&V requirements for the Major Change before any design work is undertaken;
- f. the requirement for the Contractor to present particular outcomes of its developmental activities to the Commonwealth's Configuration Control Board (CCB) at key points in the process (eg, after the Detailed Design Review), with the required outcomes to be defined by the Commonwealth Representative at least 10 Working Days prior to the CCB (or other timeframe agreed between both parties);
- g. the requirement for the Commonwealth Representative to Approve the requisite documentation for the Major Change before any Product is modified;

- h. all Mandated System Reviews (eg, Preliminary Design Review and Test Readiness Reviews) required by the Commonwealth Representative (which are to be conducted in accordance with clause 6.2.10);
- i. in relation to V&V for the Product(s), Support Resources and Training affected by the Major Change, the requirement for the Commonwealth Representative to:
 - (i) Approve the test plans and test procedures associated with all Acceptance V&V activities;
 - (ii) be invited to witness all Acceptance V&V activities;
 - (iii) witness all Acceptance V&V activities;
 - (iv) Approve the disposition of all failures that are assessed as significant by the Commonwealth Representative;
 - (v) Approve any regression testing; and
 - (vi) Approve all test reports from Acceptance V&V activities;
- j. in relation to implementation, the requirement for the Contractor to incorporate the Major Change into all affected Products and to implement all required changes to the Support System;
- k. the conduct of Configuration Audits in accordance with clause 6.2.7 of DSD-ENG-CM;

Note to drafters: Amend the following clause, as required. For example, appropriate wording might be, 'the processes and activities for Design (including design approval) and Certification, as specified in [...INSERT REFERENCE...]'.

- l. the processes and activities for [...INSERT APPLICABLE PROCESSES FROM THE RELEVANT MANUAL(S)...];

Note to drafters: Amend the following clause, as required by the applicable ADF regulatory / assurance framework requirements. Drafters should note that 'Modification Order' is a defined term and if using alternate wording in the following clause, the Glossary will require update.

- m. the development, delivery and update of one or more [...INSERT APPLICABLE DOCUMENT (EG, 'Modification Instruction', 'Modification Order' OR 'Change Directive'...)] (as required) in accordance with [...INSERT APPLICABLE REFERENCE...];
- n. the development, delivery and update of a Design Certificate in accordance with CDRL Line Number ENG-130; and
- o. the updating of the CSA records for the Product(s) affected by the Major Change.

6.2.5.7 Subject to clause 6.2.5.8, the Contractor shall undertake the Major Change in accordance with clause 6.2.5.6 within the Recurring Services Fee if the Major Change:

- a. is required to be undertaken due to legislation (other than new legislation or a change to legislation after the Effective Date which was not reasonably foreseeable as at the Effective Date);
- b. is required to enable the Contractor to comply with the other provisions of the Contract, including provisions for Defects and Latent Defects;
- c. is already provided for through a Subcontract, product licensing or supplier support agreement;
- d. involves the replacement of a Stock Item with one that is form, fit and function compatible;
- e. is required to ensure that an RI is able to be made Serviceable;
- f. is required to maintain the availability of one or more of the major Products (ie, those Products that form the basis of the Capability);
- g. is required to ensure that the availability of one or more Products, to enable the ROE to be achieved;

- h. is required to address a safety or other issue that is assessed as mandatory by the OEM or for compliance with the ADF regulatory / assurance framework requirements for the system, subsystem or interface; or
- i. is required to address a security vulnerability identified in the Products Being Supported.

6.2.5.8 The Contractor shall undertake a Major Change to the major Products, which meets one or more of the criteria set out in clause 6.2.5.7, as an S&Q Service, if:

- a. the Commonwealth Representative (in its absolute discretion) agrees in writing to undertake the Major Change as an S&Q Service (eg, due to the significance of the proposed Major Change or the likely cost);
- b. the requirement for the Major Change arises due to a negligent act or omission of the Commonwealth;

Note to drafters: Add further exclusions to identify the types of Major Changes to be performed as S&Q Services. If unable able to identify all applicable exclusions, it may be appropriate to include a note to tenderers (here) requesting input on potential exclusions as part of tender responses.

Option: Consider including the following clause if the Contractor has a significant involvement in ensuring the availability of major Products (eg, Mission Systems).

- c. the Major Change involves [...INSERT APPLICABLE EXCLUSIONS (EG, 'structural changes to a Mission System'...)], which, for clarity, does not include Deviations; or
- d. [...INSERT APPLICABLE EXCLUSIONS...].

6.2.6 Technical Instruction Development

Note to drafters: Omit clause if not required, and mark as 'Not used'. If required, insert technical references and add these to the applicable documents also. Note that Technical Instructions may have different names under the differing domains. For example, Technical Instructions can embrace Special Technical Instructions (Aerospace), N4 Library Advice Notes (Maritime), and Electrical and Mechanical Engineering Instructions (Land). Under these circumstances, the following clause may be amended or the Glossary definitions for these terms could be amended (and the following clauses left as is).

Timescales for activities under this clause 6.2.6 have not been included. Drafters are to consider specifying timescales for the delivery in Clause 6.2.6.1 requirements or specify this level of detail when requesting clause 6.2.6.1 outcomes. If no timescales are to be included, clause 6.2.6.1 is to remain as stated.

6.2.6.1 When requested by the Commonwealth, in writing, the Contractor shall undertake the analysis, design, development and preparation effort required for draft Technical Instructions in accordance with the Approved [...INSERT 'CEMP' OR 'SSMP'...] and the [...INSERT TECHNICAL REFERENCE...].

6.2.6.2 On completion of each draft Technical Instruction, the Contractor shall deliver to the Commonwealth Representative the draft Technical Instruction and (as applicable):

- a. all associated engineering drawings;
- b. draft publication amendments;
- c. parts and other cost estimates; and
- d. other applicable information.

Note to drafters: Amend the following clause to specify the particular document types that support the development of Technical Instructions, and insert the applicable references.

6.2.6.3 When applicable to the preparation of Technical Instructions, the Contractor shall produce the following document types in accordance with:

- a. for Technical Instructions, [...INSERT TECHNICAL REFERENCE...];
- b. for publication amendments, [...INSERT TECHNICAL REFERENCE...];

- c. for installation orders, [...INSERT TECHNICAL REFERENCE...]; and
- d. [...DRAFTER TO INSERT...].

6.2.6.4 Subject to clause 6.2.6.5, the Contractor shall develop Technical Instructions and other related documents under this clause 6.2.6 as S&Q Services.

6.2.6.5 The Contractor shall undertake the activities under this clause 6.2.6 for a Technical Instruction (including related documents) within the Recurring Services Fee, if the Technical Instruction is required:

- a. due to legislation (other than new legislation or a change to legislation after the Effective Date which was not reasonably foreseeable as at the Effective Date);
- b. to prevent injury to Personnel or the premature Failure of equipment associated with the operation and/or sustainment of the Products Being Supported;
- c. to prevent or minimise the likelihood of damage to the Products Being Supported or other equipment or facilities that has arisen or could arise due to deficient Technical Data provided by the Contractor (eg, Maintenance instructions);
- d. to prevent the improper operation of equipment due to a security vulnerability identified in the Products Being Supported; and
- e. to ensure that the Contractor complies with the Defect provisions of the Contract.

6.2.7 System Safety Engineering (Optional)

Note to drafters: Refer to the tailoring guidance for this clause. Drafters must consult with their ADF regulatory / assurance authority to determine specific requirements for this clause.

For this clause to function, drafters must ensure that the Products in Annex A to the SOW are appropriately annotated. Refer to the tailoring guidance for details.

6.2.7.1 The Contractor shall provide system-safety Engineering Services for the Products listed in Annex A to the SOW for which the Contractor is annotated as having a system-safety responsibility.

Note to drafters: Select from the following optional clauses for the governing plan for the system-safety program. Refer to tailoring guidance for further information.

Option A: For when a stand-alone In-Service Materiel Safety Plan (IMSP) is required:

6.2.7.2 The Contractor shall develop, deliver and update an In-service Materiel Safety Plan (IMSP) in accordance with CDRL Line Number ENG-700.

Option B: For when system-safety program planning is to be rolled up into the CEMP:

6.2.7.3 The Contractor shall address the system-safety program requirements within the CEMP.

Note to drafters: Select the applicable plan from the clause below to match the option selected above. References may include design and safety standards, ADF regulatory / assurance framework documents, related Defence system-safety program plans and the applicable Materiel Safety certification basis.

6.2.7.4 The Contractor shall conduct all ongoing system-safety program and related activities for the Contract, in accordance with the Approved [...INSERT 'IMSP' OR 'CEMP'...] and the following references:

- a. [... INSERT APPLICABLE STANDARD OR OTHER REFERENCE ...]; and
- b. [... INSERT APPLICABLE STANDARD OR OTHER REFERENCE ...].

6.2.7.5 The Contractor shall manage Materiel Safety data using the Engineering Information System required by clause 6.2.2.

Note to drafters: The following subclause list should be amended for the tailoring of the SOW and related DSDs for the scope of the applicable Services.

6.2.7.6 The Contractor shall ensure that system safety engineering activities under this clause 6.2.7 are conducted consistent with the:

- a. consultation, co-ordination and co-operation obligations of clause 3.6 of the SOW, including in relation to sharing information that is related to the Materiel Safety of the Products and any interfaces with other systems;
- b. maintenance of Materiel Safety-related baselines, including applicable hazard logs and supporting hazard analyses, in accordance with DSD-ENG-CM; and
- c. system-safety programs associated with Major Changes and Minor Changes.

6.2.7.7 The Contractor shall undertake ongoing system-safety program activities including:

- a. hazard risk analyses in relation to faults, Defects, Deviations and parts substitution;
- b. the review of proposed changes to Technical Data for safety issues; and
- c. hazard risk analyses in relation to changes in Support Resources and procedures.

Note to drafters: The following optional clauses apply if a Safety Case Report (SCR) / Materiel Safety Assessment (MSA) does not already exist and the Contractor is required to develop one under this Contract. Refer to the tailoring guidance in section 1 of this DSD.

Option A: For when the Contractor will be required to develop a Safety Case Report.

6.2.7.8 When requested by the Commonwealth Representative, the Contractor shall develop, deliver and update a Safety Case Report (SCR) in accordance with CDRL Line Number ENG-710.

6.2.7.9 Except where otherwise required by the Contract, the Contractor shall develop the SCR in accordance with clause 6.2.7.8 as an S&Q Service.

Option B: For when the Contractor will be required to prepare a Materiel Safety Assessment.

6.2.7.10 When requested by the Commonwealth Representative, the Contractor shall develop, deliver and update a Materiel Safety Assessment in accordance with CDRL Line Number ENG-710.

6.2.7.11 Except where otherwise required by the Contract, the Contractor shall develop the Materiel Safety Assessment in accordance with clause 6.2.7.10 as an S&Q Service.

6.2.8 Supportability and Engineering Analyses

Note to drafters: If on-going system supportability and related engineering analyses are not required, the following clauses may be replaced with a single 'Not used'.

Delete the following clause if the Contractor is not required to collect data for supportability and related engineering analyses. If the clause is required a DID will need to be created. Refer to the tailoring guidance at the start of this DSD for further information.

6.2.8.1 The Contractor shall undertake the collection of data, to aid supportability and related engineering analyses, in accordance with CDRL Line Number ENG-200.

Note to drafters: Delete both of the following options if neither is required. Alternatively, the drafter may wish to include one or both of, noting that option A requires development of an annex to this DSD. Refer to the tailoring guidance for additional information.

Option A: For when routine supportability and engineering analysis services will be required:

6.2.8.2 The Contractor shall undertake supportability and related engineering analyses, evaluation and reporting, as defined in Annex [...INSERT ANNEX...] to this DSD.

Option B: For when supportability and engineering analysis services will be requested on an S&Q basis:

6.2.8.3 Subject to the funding arrangements for any potential or Approved Innovation / Efficiency under the CIE Program, the Contractor shall undertake supportability and related engineering analyses, evaluation and reporting, as requested in writing by the Commonwealth Representative, as S&Q Services.

6.2.9 Life Cycle Costing Analysis

Note to drafters: Omit clause if not required, and mark as 'Not used'. Drafters are to ensure consistency between this clause and SOW clause 13.4, noting that SOW clause 13.4 is not a necessary prerequisite for the inclusion of this clause.

6.2.9.1 When requested by the Commonwealth, in writing, the Contractor shall undertake Life Cycle Costing Analysis (LCCA).

6.2.9.2 The Commonwealth's request for the conduct of LCCA shall detail:

- a. the scope and objectives of the analysis activity;
- b. the estimated duration;
- c. the model to be used, where a pre-defined model is applicable;
- d. the reporting requirements;
- e. any deliverables in addition to the reporting requirements; and
- f. any other requirements, including necessary assumptions, applicable to the analysis activity.

Note to drafters: The following option may be included if a DID (developed by the Drafter) will be used to describe the report and model to be delivered. If using this option, drafters must add the data item to the CDRL.

Option: For when the Contractor results are to be provided in accordance with formally structured reports and LCC models, scoped to the request in the above clauses.

6.2.9.3 The Contractor shall develop, deliver and update, consistent with the request details at clauses 6.2.9.1 and 6.2.9.2, a Life Cycle Cost Analysis Report, in accordance with CDRL Line Number ENG-[...INSERT CDRL LINE NUMBER...].

6.2.9.4 Subject to the funding arrangements for any potential or Approved Innovation / Efficiency under the CIE Program, the Contractor shall undertake the LCCA activities requested by the Commonwealth under clause 6.2.9.1 as S&Q Services.

6.2.10 Conduct of System Reviews

Note to drafters: Mandated System Reviews are conducted as part of a Major Change program – refer to the tailoring guidance for details. These clauses provide the standard framework for these reviews wherever they are called up within the Contract (eg, as part of an S&Q Service to develop an ECP or as part of a Training-development program under DSD-TNG-TMS).

6.2.10.1 The Contractor shall conduct all Mandated System Reviews and all Internal System Reviews in accordance with the Approved [...INSERT THE APPLICABLE PLANS: 'CEMP', 'SEMP', 'CMP', 'TSP', ETC...], as applicable for the subject and objectives of the System Review.

6.2.10.2 The Contractor shall hold all Mandated System Reviews at the Contractor's premises unless otherwise agreed by the Commonwealth Representative.

Note to drafters: If work on the Contract is being undertaken at a number of locations, consideration should be given to the most suitable location to meet the review objectives (eg, Contractor or Subcontractor premises).

6.2.10.3 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall not enter any Mandated System Review until:

- a. all data items or other documents required to be delivered before the review have been delivered, and the Commonwealth Representative considers the data items and other documents to be acceptable for the purposes of conducting the review;
- b. all entry criteria defined in the governing plans for the review have been achieved;
- c. all action items from any previous reviews affecting this review have been successfully addressed or action plans agreed with the Commonwealth Representative; and

- d. any prerequisite activities defined in the Contract or order for S&Q Services have been successfully conducted.
- 6.2.10.4** Prior to each Mandated System Review, the Contractor shall deliver the Agenda for that review in accordance with CDRL Line Number ENG-210.
- 6.2.10.5** Prior to each Mandated System Review, the Contractor shall deliver the Review Package for that review in accordance with CDRL Line Number ENG-220.
- 6.2.10.6** The Contractor shall ensure that Contractor representatives and Subcontractors' representatives participate in each Mandated System Review as appropriate to the subject and objectives of that Mandated System Review.
- 6.2.10.7** The Contractor and the Commonwealth Representative shall co-chair each Mandated System Review.
- 6.2.10.8** Following each Mandated System Review, the Contractor shall deliver Minutes of that System Review in accordance with CDRL Line Number ENG-230.
- 6.2.10.9** Unless otherwise agreed by the Commonwealth Representative, the Contractor shall not exit any Mandated System Review until:
- all exit criteria defined in the governing plans for the review have been achieved;
 - the Minutes of the Mandated System Review have been Approved by the Commonwealth Representative;
 - all plans, schedules, and activities for future phases of the development program, as required under the Contract or the order for S&Q Services, have been reviewed and confirmed as appropriate, realistic and achievable with acceptable risk;
 - all major action items have been closed;
 - all minor action items have agreed action plans; and
 - the Mandated System Review has achieved its objectives, as defined in the clause and the governing plans relating to that review.
- 6.2.10.10** The Contractor shall not claim completion for a System Review until both the Commonwealth Representative and the Contractor are satisfied that all the exit criteria have been met.

Note to drafters: The following options may be selected if the Commonwealth Representative will require additional visibility of the design process.

Option: For use when the Commonwealth may wish to attend the Contractor's Internal System Reviews.

6.2.10.11 The Contractor shall invite the Commonwealth to all Internal System Reviews.

Option: For use when the Commonwealth will require visibility of the outcomes of the Contractor's Internal Reviews.

6.2.10.12 The Contractor shall provide the Commonwealth with visibility of the outcomes of the Internal System Reviews.

6.2.10.13 When requested by the Commonwealth Representative, the Contractor shall promptly provide copies of any records associated with the reviews, including Minutes of meetings, presentation materials, and documents discussed.

6.2.11 Use of Commonwealth Engineering Support Facility

Note to drafters: This clause is optional, depending upon whether or not the Commonwealth has an Engineering Support facility that the Contractor will be required to use. Refer to the

guidance section for an explanation. If not required, the following clauses should be replaced with a single 'Not used'.

If required, the following clauses should be amended to set out particular requirements and/or constraints associated with the use of the Engineering Support facility. Refer to the guidance section for a list of typical considerations.

6.2.11.1 For the purposes of providing the Engineering Services identified in clause 6.2.11.2, the Commonwealth shall provide to the Contractor:

- a. [...DRAFTER TO INSERT FACILITY DETAILS / NAME...] as Government Furnished Facilities (GFF);
- b. certain items of Government Furnished Material (GFM); and
- c. Government Furnished Services (GFS) associated with the operation of the facility and equipment,

('Commonwealth Engineering Support Facility').

6.2.11.2 The Contractor shall use the Commonwealth Engineering Support Facility to undertake:

- a. [... INSERT DESCRIPTION OF SERVICES, EG, 'Software change development Services' ...], in accordance with [... INSERT REFERENCE EG, 'DSD-ENG-SW' ...]; and
- b. [... INSERT DESCRIPTION OF SERVICES, EG, 'Verification and Validation of all hardware and Software changes' ...] in accordance with clause [... INSERT REFERENCE EG, '6.2.5' ...].

6.2.11.3 The Contractor shall provide all Items required to undertake the activities identified under clause 6.2.11.2, with the exception of the GFM and GFS detailed at Attachment E and GFF detailed at Attachment O.

6.2.12 Research and Development (Optional)

Note to drafters: This clause is included when the Commonwealth wishes to include (sponsor) on-going R&D activities, particularly in Australia (eg, to promote the AIC Objectives). R&D outcomes, if achieved, may be incorporated as a Major Change activity under clauses 6.2.4 and 6.2.5.

As R&D may involve more complex IP rights, non-standard commercial considerations, and involve third parties, commercial / legal advice should be sought when including this clause.

If the Commonwealth is seeking specific R&D activities these should be scoped as an annex to the DSD and referenced in clause 6.2.12.1. If there are no envisaged requirements for R&D, the clauses should be deleted and replaced with 'Not used'. If unsure about the need for an R&D clause, a note to tenderers may be inserted to include the clause pending a review of tender responses.

6.2.12.1 The parties acknowledge that the objectives of the research and development (R&D) program are to conduct and promote Capability-related R&D activities with the Commonwealth and third parties within Australia to:

- a. drive capability improvements over the life of the Capability to:
 - (i) address emergent threats;
 - (ii) exploit emergent technology and other innovations as appropriate; and
 - (iii) [...DRAFTER TO INSERT ...];
- b. enable the Commonwealth to continue to meet operational needs over the life of the Capability; and
- c. as part of the AIC program:
 - (i) establish or expand ANZ Industrial Capabilities that enhance Sovereignty in relation to the evolution and support of the Materiel System; and
 - (ii) involve Australian Industry in innovation and R&D, particularly to enhance and expand the products available from the Australian industrial base, which can

then be used to meet the objectives identified at subclauses a and b above, and support other Defence and international programs.

- 6.2.12.2** The Contractor shall implement and manage the R&D program in accordance with the Approved CEMP, this clause 6.2.12, and the Approved AIC Plan.

Note to drafters: The following clause provides the framework for setting out any known R&D opportunities (at Annex A to this DSD), which the Commonwealth wishes to pursue under the Contract. The description of each R&D opportunity should be sufficient to enable both parties to understand the scope of the activity and the outcomes being sought, including tasks to be undertaken, reports to be delivered, and stakeholders to be engaged, including, where required, a specification. By its nature, R&D opportunities may not produce any tangible outcomes of utility to Defence. If there are no known R&D opportunities when the RFT is being drafted, but the Capability Manager wishes to retain the R&D framework in the Contract, drafters should either delete the following clause or amend it accordingly.

- 6.2.12.3** The Contractor shall:

- a. undertake the R&D opportunities identified at Annex A to this DSD; and
- b. investigate and pursue other potential R&D opportunities, as may be identified from time-to-time in accordance with clause 6.2.12.4 or otherwise by the Commonwealth.

Option: Include the following clauses if the Capability Manager wishes the Contractor to identify and pursue additional R&D opportunities during the Term.

- 6.2.12.4** The Contractor shall use its best endeavours to identify potential R&D opportunities and shall actively consult with the Commonwealth, its Approved Subcontractors and third parties (including industry, academia and other Commonwealth organisations) to identify potential R&D opportunities for consideration.

- 6.2.12.5** For each of the potential R&D opportunities identified by either party and, except where otherwise notified in writing by the Commonwealth in relation to a potential R&D opportunity identified by the Contractor pursuant to clause 6.2.12.4, the Contractor shall prepare and submit to the Commonwealth Representative an initial assessment of each potential R&D opportunity in accordance with clause 6.2.12.6.

- 6.2.12.6** An initial assessment of a potential R&D opportunity shall include the following:

- a. an outline of the nature and scope of the potential R&D opportunity;
- b. an indication of the effort required to implement the potential R&D opportunity, including the implications for the Commonwealth, Contractor, Subcontractors and third parties (as applicable);
- c. an outline of the costs, benefits and risks of implementing the potential R&D opportunity; and
- d. any other information that assists with understanding the potential R&D opportunity and its implications for the Commonwealth, the Products Being Supported, or the Capability or Capabilities to which those Products relate.

- 6.2.12.7** The Commonwealth shall, as applicable:

- a. advise the Contractor of its priorities in relation to any potential R&D opportunities;
- b. provide Approval or otherwise of any potential R&D opportunities using the information provided by the Contractor under clauses 6.2.12.5 and 6.2.12.6; and
- c. where additional funding is required to continue to pursue a potential R&D opportunity, or to change an Approved R&D opportunity, advise the Contractor as to the likely timeframes when this funding may be available.

- 6.2.12.8** In those circumstances where the Commonwealth is required to provide additional funding under the Contract to pursue or amend an R&D opportunity:

- a. the Commonwealth will notify the Contractor whether it wishes to undertake the R&D opportunity under a CCP to the Contract or as an S&Q Service; and

	<ul style="list-style-type: none"> b. the Contractor shall, within 20 Working Days (or such longer period agreed between the parties) after the Contractor has been notified of the Commonwealth's Approval under clause 6.2.12.7b, either prepare and submit to the Commonwealth (as applicable): <ul style="list-style-type: none"> (i) a CCP in accordance with clause 11.1 of the COC; or (ii) an S&Q Quote in accordance with clause 3.15 of the COC.
6.2.12.9	<p>The Contractor shall not commence the implementation of an Approved R&D opportunity and neither party will be under an obligation to agree to implement an Approved R&D opportunity until either (as applicable):</p> <ul style="list-style-type: none"> a. the CCP to implement the Approved R&D opportunity under clause 6.2.12.8 is signed by both parties; or b. the S&Q Order to implement the Approved R&D opportunity under clause 6.2.12.8 is executed by the Commonwealth.
6.2.12.10	<p>Subject to clause 6.2.12.9, the Contractor shall implement each Approved R&D opportunity in accordance with the Contract (as amended by the CCP or the S&Q Order (as applicable)).</p>

- 6.2.12.11** The Contractor shall report on the R&D program and each R&D opportunity at Annex A to this DSD and each subsequently Approved R&D opportunity:
- a. in accordance with the implementation plan for the R&D opportunity (if applicable);
 - b. as part of the Engineering Support reporting required under clause 5.2 of the SOW;
 - c. as part of the Engineering Support reviews required under clause 5.3 of the SOW; and
 - d. within the CSR.
- 6.2.12.12** Where an R&D opportunity has achieved a potential design solution, developed to a level of maturity that is considered by the parties of being capable of implementation, then, when requested in writing by the Commonwealth, the Contractor shall undertake the further development of the potential design solution as an engineering change in accordance with clauses 6.2.4 and 6.2.5, as applicable.
- 6.2.12.13** The Contractor:
- a. acknowledges that the Commonwealth may decide to discontinue the R&D program or require the work on a particular R&D opportunity to be changed or ceased either permanently or temporarily;
 - b. shall immediately comply with any notice provided to the Contractor by the Commonwealth pursuant to subclause a above; and
 - c. where the Commonwealth's notice results in a change to the Contract, shall raise a CCP in accordance with clause 11.1 of the COC.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-ENG-SW
(SOFTWARE SUPPORT SERVICES)

Note: This DSD has been developed to provide clauses that act as a STARTING POINT for the development of Software support services requirements. Many programs are likely to have different requirements and THE CLAUSES IN THIS DSD WILL NOT ALWAYS BE SUITABLE. Please consider your requirements carefully before developing this DSD, while being aware of the need for consistency with other DSDs for engineering and Software-related Services.

<u>Status:</u>	Optional
<u>Purpose:</u>	To identify the requirements for ongoing Software support Services (including 'Software maintenance' through Minor and Major Changes).
<u>Policy:</u>	DEFLOGMAN Part 2 Volume 10 Chapter 4, <i>Configuration Management</i>
<u>Guidance:</u>	This DSD is required where the scope of Software support to be provided under the Contract includes the development of Software changes and non-change Services that require similar Software skills and organisational capability. These Services are considered to be different to, and generally beyond the scope of Help Desk Services and ICT Systems administration.

Note that within the *ASDEFCON (Support)* template Software support, including 'Software maintenance', is treated as an Engineering function and not as a Maintenance function. This is because, in general terms, Maintenance aims to restore a Product to a previously approved Configuration Baseline; whereas Engineering includes the development of changes to the established design and a corresponding update of its Baseline. As even minor 'Software maintenance' results in a configuration change, it is treated as an Engineering Service. Likewise, 'restorative maintenance' (eg, a Failure resolution that requires data back-up and recovery), which re-establishes a previous state (ie, Baseline) has been included in ICT Systems administration, as a Maintenance Service.

This DSD is intended for an ongoing requirement with many Software support Services being provided as Recurring Services (the default payment form set at clause 2 of the SOW), while establishing the framework for conducting the more significant Software changes as S&Q Services. S&Q Services may also be performed by an appropriately resourced Contractor Standing Capability (CSC), incorporated into the Contract using the CSC Module; however, depending on the approach taken, the drafter could convert all Services provided through this DSD to CSC Tasks. Drafters will need to indicate clearly to tenderers, which Services are to be provided as anything other than Recurring Services and the expected level of effort (through supporting tender information).

While the DSD can be used to manage Major Changes, the Commonwealth Representative may ultimately choose to undertake a more significant Software development program using a new Contract (Acquisition), which may, or may not, be linked to the Contract (Support).

This DSD requires additional tailoring, depending upon the Software support Services to be provided. For example, some Services may not be required due to arrangements with other providers (eg, vendor support). The DSD may also be tailored to suit the management framework proposed. For example, if the Contract includes a CSC with a Software support capability, then tailoring may reflect availability of the CSC workforce to perform S&Q Services, rather than having a large amount of Recurring Services to maintain a skilled workforce when the long-term volume of work is mostly unknown.

The list of Software Products Being Supported (including applications, modules, data libraries and other 'objects') must be included in Annex A to the SOW. The list(s) of

Software at Annex A need to be tailored to identify different support functions to be provided to each of the Software Products; for example, the Contractor is likely to have different responsibilities for bespoke or customised Software when compared to Software that is sourced from OEMs and other vendors. If this list of Software is not known (or knowable) at the Effective Date (eg, if the Contract is linked to and accompanying a Contract (Acquisition)), then Annex A will need to be updated through CCP action when the information is known, generally at some time after the Contract (Acquisition) Detailed Design Review and prior to the Contract (Support) Operative Date.

Related Clauses/Documents:

DSD-ENG-SERV, DSD-ENG-CM, DSD-ENG-SEC, DSD-MNT-SA, DSD-OPS-HLPDSK and DSD-ENG-CSC

DID-ENG-CEMP, DID-ENG-CMP, DID-ILS-SW-SWSP and (optionally) DID-ENG-SW-SWMP

Optional Clauses: None

4 INTER-RELATIONSHIPS

Status: Core

Purpose: To identify the principle inter-related sections of the SOW, including other DSDs.

Policy: Nil

Guidance: Clause 4 should be updated to reflect the inter-related DSDs that are included in the draft Contract.

Through clause 4.2, this DSD is inter-related with other Engineering Services including the overall management of Engineering Services defined in DSD-ENG-SERV and the Approved Contractor Engineering Management Plan (CEMP), and DSD-ENG-CM for Configuration Management, when applicable.

Drafters may need to tailor clauses 4.3 to 4.5 for the other inter-related Services (ie, those not included within Engineering Services) required by the Contract.

DSDs primarily related to ICT Systems (or just Software) are DSD-OPS-HLPDSK, DSD-MNT-SA, and this DSD. Depending on the scope of the Services, not all DSDs may be needed. In some cases, if only one or two clauses are required from one of these DSDs, it may be more efficient for management purposes to transfer the required clauses into another DSD and not use the original DSD.

Related Clauses/ Documents:

DSD-ENG-SERV for the management of Engineering Services, including for change proposals.

DSD-ENG-SEC for the management and update of Software that is, or is part of a Security System of Interest (SSoI).

DSD-OPS-HLPDSK for the provision of help desk Services.

DSD-MNT-SA for the provision of systems administration Services.

DSD-MNT-MGT and DSD-MNT-SERV for the management and maintenance of ICT Systems hardware.

Optional Clauses: None

6.2.1 Software Support Planning

Status: Core

Purpose: To identify the planning requirements for the Software support Services (including Software maintenance).

Policy: Nil

Guidance: If support Software Services are required, then an appropriate level of planning is required in order to manage the program and to provide the Commonwealth Representative with an applicable level of visibility. The level of planning, and therefore the type of plan required, is dependent upon the scope and complexity of the Services.

If the scope of Software support required under the Contract is minor, the Software Support Plan (SWSP) may be included within the CEMP. In exceptional cases, where the CEMP has been 'rolled up' into the SSMP, the SWSP can be included within the engineering planning section within the SSMP.

Rolling the planning requirement up into the CEMP or SSMP is unlikely to be adequate for a moderate or high level of on-going Software support Services and a dedicated Software Support Plan (SWSP) is more appropriate. When required, the SWSP is to be prepared in accordance with DID-ILS-SW-SWSP, which is a DID that has been sourced from the *ASDEFCON (Strategic Materiel)* templates.

The Software engineering aspects of this DSD have been aligned with AS/NZS ISO/IEC 12207 (Systems and software engineering – Software life cycle processes), which covers all Software life cycle phases. The SWSP is intended to capture the Contractor's tailoring of AS/NZS ISO/IEC 12207 (although the SWSP DID is based on Appendix B to *MIL-HDBK-1467, Acquisition of Software Environments and Support Software*) and integrate applicable Software safety standards including data deliverables, as applicable for the Contract and the Contractor's internal procedures. ISO/IEC 14764:2006, *Software Engineering – Software Life Cycle Processes - Maintenance*, is more applicable to ongoing maintenance (rather than enhancement-related changes) and is the basis for the Software Corrective, Preventive, Adaptive and Perfective Maintenance clauses.

Clause 6.2.1 includes options for the governing plan for Software support. Drafters should select the governing plan for all Software support management from either Option A, the stand-alone SWSP, or Option B for a rolled-up plan and inserting either the CEMP or SSMP where indicated.

Drafters should note that both *ASDEFCON (Strategic Materiel)*, and (optionally) *ASDEFCON (Complex Materiel) Volume 2*, require the Contractor (Acquisition) to develop an SWSP, which should be 'pulled into' this Contract if a combined RFT is being considered. If a dedicated SWSP is required, drafters should consider including the Approval of this plan within the Operative Date clause of the COC. If Option A has been selected, selecting Option A-1 allows the drafter to include reference to the plan developed under the Contract (Acquisition). If not required, Option A-1 may be deleted.

Having selected Option A or B, drafters must then insert the matching plan into the subclauses that follow. The selected plan will help to ensure that the Commonwealth has adequate visibility and control of Contractor activities to be able to exercise effective Governance of the support Services.

Note that to achieve the level of planning and engineering governance that is appropriate for Major Changes to Software, a Software Management Plan (SWMP) may be required. This can be approached in one of two ways, either with a general SWMP updated (eg, with an annex) for each Major Change to Software, or with an SWMP developed for each Major Change. In both cases a Software Change Proposal is required and the content for this data item is defined by the drafter in an annex to DID-CM-MGT-ECP. For a general SWMP, the optional clause below may be used in conjunction with the requirement, in DID-CM-MGT-ECP, for updates / annexes to be developed and delivered for each Major Change. Otherwise, DID-CM-MGT-ECP may be developed by the drafter to require an SWMP to be developed for each Major Change to Software.

Related Clauses/ Documents:

DID-ILS-SW-SWSP, DID-ENG-CEMP and DID-SSM-SSMP

DID-CM-MGT-ECP and DID-ENG-SW-SWMP where a SWMP is required for planning Major Changes to Software.

Optional Clauses:

The Contractor shall develop, deliver, and update a Software Management Plan (SWMP), to govern the Software development program for Major Changes to Software, in accordance with CDRL Line Number ENG-XXX.

6.2.2 Software Change Request Management

Status: Optional (but required if clauses 6.2.4 or 6.2.5 are included)

Purpose: To identify the requirement for managing Software Change Requests (SWCRs).

Policy: Nil

Guidance: This clause requires the Contractor to acknowledge the applicable sources of SWCRs applicable to the Services, classify, log and manage those requests, and report on their progress. The management of SWCRs will be required whenever Software changes under clauses 6.2.4 or 6.2.5 are required, which includes most applications of this DSD. It is also unlikely that clause 6.2.3 would be included without this clause. If this clause is not required, clauses below the heading clause 6.2.2 may be deleted and replaced with a single 'Not used'.

Clauses 6.2.2.1 and 6.2.2.2 require the Contractor to acknowledge the source(s) of SWCRs applicable to the Services. Drafters should tailor these clauses for Contractor's responsibilities as addressed by other DSDs included in the Contract. For example, in 6.2.2.1a, if the Contractor operates the help desk and service requests may result in SWCRs then reference to DSD-OPS-HLPDSK should be retained, but if an Associated Party operates the help desk then the subclause should be amended to refer to help desk service requests from an Associated Party (or include the name of that party if known). The Contractor is also required to raise SWCRs to incorporate OEM-sourced changes (ie, identified through Software licence agreements and Software monitoring) applicable to the Contract. This may be amended, or deleted, if the Contractor will not have this role.

Clause 6.2.2.3 requires the Contractor to maintain a log of all SWCRs and includes a default list for data to be recorded in the log. This list should be reviewed by the drafter and updated if required. Clause 6.2.2.4 requires the Contractor to provide the Commonwealth with access to the log. This clause does not require tailoring, however, the drafter may also consider including the log as a requirement for the Contractor's Data Management System, as per SOW clause 2.3, in order to provide on-line access to the log.

Clause 6.2.2.5 requires the Contractor to report the status of SWCRs in the Combined Services Summary Report (CSSR). Note that on-going updates to the status of SWCRs, including any resulting Software Change Proposals (SWCPs), are reported through the Engineering Services section of the CSSR. This clause should be reviewed but, in general, no change is required.

Clause 6.2.2.6 identifies the requirements to be met for the closure of a Software Change Request. This clause should be reviewed and may be amended if necessary.

Related Clauses/ Documents:

Clause 6.2.3, Software Change Analysis

Clause 6.2.4, Development of Minor Changes to Software

Clause 6.2.5, Development of Major Changes to Software

Clause 2.3 of the SOW, Data Management System

DSD-OPS-HLPDSK, Help Desk Services

DSD-MNT-SA, Systems Administration Services

DID-SSM-CSSR, which defines requirements for the Combined Services Summary Report

DID-ILS-SW-SWSP, DID-ENG-CEMP or DID-SSM-SSMP, defining the governing plan for Software support Services

Optional Clauses: None

6.2.3 Software Change Analysis

Status: Optional (but required if clauses 6.2.4 or 6.2.5 are included)

Purpose: To identify the requirements for analysing Software Change Requests.

Policy: Nil

Guidance: This clause requires the Contractor to analyse all SWCRs. Clause 6.2.3 integrates with clause 6.2.4 of DSD-ENG-SERV, Analysis of Change Requests, essentially adding Software-specific requirements to the standard engineering process. As an analysis of each SWCR is a prerequisite for the other Software support Services in the DSD, whether a Software change proceeds or not, this is a necessary clause.

Clauses 6.2.3.1 and 6.2.3.2 define the requirements for prioritising SWCRs and integrate with the Analysis of Change Requests process defined under clause 6.2.4 of DSD-ENG-SERV. Drafters should review clauses 6.2.3.1, 6.2.3.2 and clause 6.2.4 of DSD-ENG-SERV (and any changes drafted for that clause), and then amend clauses 6.2.3.1 and 6.2.3.2 if necessary to ensure consistency.

A Major Change is a change that alters the function of the Software Product. A Minor Change does not alter functionality but may improve the efficiency of the code or remove any latent defects to ensure compliance with the approved configuration. A Minor Change may also change an aspect of the user interface, menus, help or some other aspect of the Software that is visible to the operator / user, but it does not change the Software Product's function. Drafters should review the definitions for Major Change and Minor Change in the Glossary (which apply to both hardware and Software changes), and revise if necessary.

Drafters should also be aware that clause 6.2.5 of DSD-ENG-CM, Configuration Control (which is inter-related via clause 6.2.4 of DSD-ENG-SERV), requires the Contractor to submit proposed configuration changes to the Commonwealth. This process seeks Commonwealth Approval for Major Changes and review of Minor Changes. Clause 6.2.5 of DSD-ENG-CM also allows the Commonwealth to reclassify a Minor Change as a Major Change if the Commonwealth Representative believes that the proposed change will change the Software Product's function significantly and the process requires greater Commonwealth visibility. Alternatively, the Commonwealth Representative may decide that a change in function is sufficiently small to be managed as a Minor Change. Such changes will be based on evidence at the time, and possibly for ADF regulatory / assurance framework requirements.

Depending on the classification as either a Major Change or a Minor Change, and subsequent Approval or Review, clauses 6.2.5 and 6.2.4 respectively, define the requirements for the implementation of those changes.

Clauses 6.2.2.3 and 6.2.3.4 require the Contractor to classify, as part of the analysis, the Software change as a particular type of Software maintenance and, where more than one classification applies, the amount of work that applies to each classification. These classifications are also recorded in the log under clause 6.2.2.3. Drafters should review these clauses but, in general, they do not require amendment.

Clause 6.2.3.5 identifies that the analysis of SWCRs may be performed as an S&Q Service but only when the circumstances are not included under clause 6.2.3.6. Note that this approach is similar to that taken for the analysis of change requests in DSD-ENG-SERV and if combined hardware and Software changes are likely to occur, these clauses should be consistent. Drafters should review clause 6.2.3.6 and, if necessary, amend the situations where the Services should be included as Recurring

Services and paid for within the Recurring Services Fee. Types of changes that should not be included as Recurring Services are enhancements / functionality improvements requested by the Commonwealth as the scope and cost of such changes cannot be estimated in advance. Additionally, activities with significant Commonwealth involvement are generally not suitable. See also clause 6.2.4.7 and 6.2.5.8 for the implementation of Software changes as Recurring Services.

An alternative payment approach is through the inclusion within the Contract of a CSC with a Software support capability. The CSC can perform activities identified as S&Q Services that have been allocated to it. If the analysis of Software change requests is to be performed by S&Q Services (only) or by a CSC performing tasks identified as S&Q Services, then clauses 6.2.3.5 and 6.2.3.6 may be replaced with the optional clause below.

Related Clauses/ Documents:

Clause 6.2.2, Software Change Request Management

Clause 6.2.4, Development of Minor Changes to Software

Clause 6.2.5, Development of Major Changes to Software

Clause 6.2.4 of DSD-ENG-SERV, Analysis of Change Requests

Clause 6.2.5 of DSD-ENG-CM, Configuration Control

DSD-ENG CSC, Contractor Standing Capability

DID-ILS-SW-SWSP, DID-ENG-CEMP or DID-SSM-SSMP, defining the governing plan for Software support Services

Optional Clauses:

Note to drafters: To conduct the analysis of Software change requests as S&Q Services, replace clauses 6.2.3.5 and 6.2.3.6 with the following clause.

The Contractor shall conduct analysis of all SWCRs, which are requested by the Commonwealth Representative under clause 6.2.2, as S&Q Services.

6.2.4 Development of Minor Changes to Software

Status: Optional

Purpose: To identify the requirement for the Contractor to provide Services to develop Minor Changes to Software Products.

Policy: Nil

Guidance: This clause requires the Contractor to undertake Minor Changes to the Software Products. Not all contracts using this DSD require the development of Minor Changes to Software; hence, this clause is optional. If Minor Changes to Software is not applicable to the Services, then the clauses below the heading clause 6.2.4 may be deleted and replaced with a single 'Not used'.

Clause 6.2.4 outlines a process for developing Minor Changes. While the explanations below apply to the template clauses, further development may be required for individual Contracts. In further developing this clause, drafters must be cognisant of the integration of Minor Changes to Software with the Engineering Services in DSD-ENG-SERV and the Configuration Management Services in accordance with DSD-ENG-CM.

Clause 6.2.4.1 identifies the Software Products for which the development of Minor Changes can apply, when needed, by reference to SOW Annex A. Within Annex A, the Software Products are identified (by default) as those for which the Contractor has an Engineering responsibility. However, if the Contractor has other Engineering responsibilities for Software that are applied differently to developing changes, Annex A may need to be tailored with additional columns or indices to separate the different Services required. Where this change in SOW Annex A is required clause 6.2.4.1 will need to be updated to refer to the applicable table column or designator.

Clause 6.2.4.2 requires the Contractor to raise SWCPs for each Minor Change. The content required for a SWCP is defined by the drafter in an annex to DID-CM-MGT-ECP. Drafters are also to insert the name of the management plan that is used to manage Minor Changes to Software and the governing plan for Configuration Management into clause 6.2.4.2c.

Clause 6.2.4.3 is an optional clause that requires Minor Changes to be submitted to the Commonwealth's Configuration Control Board (CCB) prior to Approval. Otherwise, in accordance with DSD-ENG-SERV, Minor Changes are only reviewed rather than being subject to Approval.

Clause 6.2.4.4 requires the Contractor to inform the Commonwealth if it decides to reclassify a Minor Change as a Major Change if, during the course of development, it is discovered that the change would be more correctly classified as a Major Change. Subsequent action is to be determined by the Commonwealth Representative, including the Approvals process for Major Changes applied via the Commonwealth CCB and those clauses under heading clause 6.2.5 that may no longer apply or should be modified due to the work already completed. This clause should be reviewed but, in general, does not require amendment.

Clause 6.2.4.5 requires the Verification and Validation (V&V) of each Minor Change. Drafters are to insert the name of the management plan that is used to manage Minor Changes to Software Products Being Supported and the governing plan for Configuration Management.

Clauses 6.2.4.6 to 6.2.4.8 provide options for assigning Minor Changes to a method of payment, either (Option A) as S&Q Services or (Option B) a combination of S&Q Services and Recurring Services.

Under Option A, clause 6.2.4.6, Minor Changes to Software are to be performed as S&Q Services. Where the Contract includes a CSC, this means that the work could be performed either by the CSC, under Approved CSC Tasks, or as 'normal' S&Q Services.

Under Option B, clauses 6.2.4.7 to 6.2.4.8, Minor Changes to Software will only be performed as S&Q Services under clause 6.2.4.7 (or by the CSC) if they do not fit into one of the categories in clause 6.2.4.8. Clause 6.2.4.8 lists the types of Minor Changes to be undertaken as Recurring Services, with payment included in the fee for Recurring Services. The use of Recurring Services for Minor Changes is intended for changes that are necessary to keep the system operating as intended (ie, these do not include new capabilities or functional enhancements). However, if the scope of such a change is significant (eg, through cost or complexity or Commonwealth involvement) then they may be considered as S&Q Services, subject to the agreement of the Commonwealth Representative. Drafters need to review and update the list of Minor Changes to be performed as Recurring Services, particularly subclause c which ensures system availability except for key areas, such as security-related changes when this requires a significant amount of Commonwealth involvement (making it difficult for the Contractor to estimate and manage the effort required). Being undertaken as a Recurring Service generally means less Commonwealth involvement and less visibility, which may be preferable to allow the Commonwealth to focus its resources on other activities, such as Major Changes.

Drafters are to select the optional clauses for method of payment that best suits the needs of their Contract and which, when necessary, is consistent with the method of payment for Major Changes performed in accordance with DSD-ENG-SERV.

Related Clauses/ Documents:

Clause, 6.2.3, Software Change Analysis

Clause 6.2.7, Additional Requirements for Preventive Maintenance Involving Change

Clause 6.2.8, Additional Requirements for Corrective Maintenance Involving Change

Clause 6.2.9, Additional Requirements for Adaptive Maintenance Involving Change

Clause 3.3 of the SOW, Quoting for Survey and Quote Services

Section 5 of Annex A to the SOW, Software Products

DSD-ENG-SERV, Engineering Services

DSD-ENG-SEC, System Security Services

DSD-ENG-CSC, Contractor Standing Capability

DID-CM-MGT-ECP, Engineering Change Proposals (including Software Change Proposals)

DID-SSM-S&Q, Quote for S&Q Services

DID-ILS-SW-SWSP, DID-ENG-CEMP or DID-SSM-SSMP, defining the governing plan for Software support Services

DID-ENG-CM, Configuration Management

Optional Clauses: None

6.2.5 Development of Major Changes to Software

Status: Optional

Purpose: To identify the requirement for the Contractor to provide Services to develop Major Changes to Software Products.

Policy: Nil

Guidance: This clause requires the Contractor to undertake Major Changes to the Software Products. Not all contracts using this DSD require the development of Major Changes to Software; hence, this clause is optional. If Major Changes to Software is not applicable to the Services, then the clauses below the heading clause 6.2.5 may be deleted and replaced with a single 'Not used'.

Clause 6.2.5 outlines a process for developing Major Changes. While the explanations below apply to the template clauses, further development may be required for individual Contracts. In further developing this clause, drafters must be cognisant of the integration of Major Changes to Software with the Engineering Services in DSD-ENG-SERV, particularly clause 6.2.5, and the Configuration Management Services performed in accordance with DSD-ENG-CM.

Clause 6.2.5.1 identifies the Software Products for which the development of Major Changes can apply, when needed, by reference to SOW Annex A. However, if the Contractor has other Engineering responsibilities for Software that are applied differently to developing changes, Annex A may need to be tailored with additional columns or indices to separate the different Services required. Where this change in SOW Annex A is required clause 6.2.5.1 will need to be updated to refer to the applicable table or column designator.

Note that for a Major Change the SWCR, following analysis and recommendations under clause 6.2.2.6, must be Approved by the Commonwealth; hence, the Software Products affected by each Major Change will be explicitly defined.

Clause The Contractor shall develop, deliver and update a Software Management Plan (SWMP) in accordance with CDRL Line Number [...DRAFTER TO INSERT LINE NUMBER...]6.2.5.2 provides an option for a Software Management Plan (SWMP) to be used when managing Major Changes to Software. Major Changes to Software could be managed in accordance with a SWSP or a SWMP. If the level and complexity involved is expected to be significant, and exceed the requirements specified in DID-ILS-SW-SWSP for a SWSP, drafter's should consider requiring an SWMP be developed in accordance with DID-ENG-SW-SWMP (sourced from the *ASDEFCON (Strategic Materiel)* templates). The SWMP requires that a formal Software engineering program be adopted for the development of all Major Changes, similar to the management regime for major Software development projects. Note that the Contractor only needs to develop an SWMP once, and then individual

program details for each Major Change would be annexed to this plan for Approval (ie, the CDRL would require an update to the SWMP following the Approval of each SWCR for a Major Change).

If less complex and more moderately scaled development activities are envisaged, management in accordance with the SWSP may be sufficient. Where Major Changes to Software are primarily expected to accompany Major Changes to hardware, a Systems Engineering Management Plan could be relied upon instead. The requirement for an SEMP is included in clause 6.2.5 of DSD-ENG-SERV.

If an SWMP is required, drafters are to include the optional clause 6.2.5.2 for an SWMP, review DID-ENG-SW-SWMP, amend the CDRL, and include the CDRL Line Number on the clause where indicated. Alternately, if the SWSP is sufficient, or if the SEMP will be used exclusively for Major Changes, drafters should delete this option.

Clause 6.2.5.3 requires the Contractor to design, develop, implement, Verify and Validate each Major Change for Software in accordance with applicable plans, standards (as tailored by plans), DSD-ENG-CM for Configuration Management Services, and DSD-ENG-SERV clause 6.2.5, Developmental Activities for Major Changes. Importantly, DSD-ENG-SERV clause 6.2.5 requires:

- a. an appropriate level of planning;
- b. the need to raise an ECP, which includes the requirements for a SWCP, prepared in accordance with DID-CM-MGT-ECP; and
- c. implementation of a standard engineering change development cycle, tailored by the ECP/SWCP plans and S&Q Orders / CSC Task Plans, when applicable.

Although each Major Change program will be tailored through the ECP/SWCP, the DSD-ENG-SERV clause provides a robust framework to be tailored and applied. What remains for DSD-ENG-SW, through clause 6.2.5.3, is to define the Software-specific requirements for Major Changes. Additionally, DSD-ENG-CM defines the requirements for planning and implementation of related Configuration Management Services, hence its inclusion under clause 6.2.5.3.

Clause 6.2.5.3e requires that AS/NZS ISO/IEC 12207:2013, 'Systems and software engineering – Software life cycle processes' be appropriately tailored for the program through the applicable plan. If another standard, or additional standards are to apply, drafters should tailor the clause accordingly. Drafters are also to insert the name of the management plan or plans to be used to manage Major Changes to Software into clause 6.2.5.3e(i), being the SWSP, SWMP and/or SEMP, as discussed above.

Clauses 6.2.5.4 and 6.2.5.5 define the nature of the additional V&V requirements for Software, and the need for test reference builds of the Software, if used to provide evidence for the purposes of Acceptance V&V, to be retained until Acceptance has been achieved. These requirements are not included in, and are therefore additional to, the generic change process defined in DSD-ENG-SERV. Drafters should review these clauses but, in general, they should not require amendment.

Clause 6.2.5.6 is an optional clause requiring cooperation and coordination with Defence Digital Group (DDG) and Associated Parties when the modified Software is to be hosted on a Defence corporate IT network, such as the Defence Restricted Network or Defence Secret Network. In this instance the Associated Party is likely to be the DDG contractor providing systems administration for the applicable network. When this requirement does not apply to the Contract (eg, the Software is hosted on military equipment or stand-alone system) the optional clause may be deleted. If applicable, additional details regarding liaison and accreditation may be required and the clause may need to be amended accordingly.

Clause 6.2.5.7 is an optional clause for inclusion when the Software is, or is part of, a SSol and the contractor is also required to assist the Commonwealth in maintaining Security Authorisation. This clause refers to DSD-ENG-SEC, where clause 6.2.7

requires the Contractor to support the Commonwealth's activities associated with the applicable Security Authorisations, including as a result of Major Changes.

Clauses 6.2.5.8 and 6.2.5.9 define the requirements for a migration plan. As, by definition, a Major Change often involves a change in functionality, a migration plan addresses the introduction of that change including, if applicable, the changes that will affect the end users of the Software Products.

Clauses 6.2.5.10 to 6.2.5.12 provide options for assigning Major Changes to a method of payment, either (Option A) as S&Q Services or (Option B) a combination of S&Q Services and Recurring Services.

Under Option A, clause 6.2.5.10, Major Changes to Software are to be performed as S&Q Services. Where the Contract includes a CSC, this means that the work could be performed either by the CSC, under Approved CSC Tasks, or as 'normal' S&Q Services.

Under Option B, clauses 6.2.5.11 and 6.2.5.12, Major Changes to Software will only be performed as S&Q Services under clause 6.2.5.11 (or by the CSC) if they do not fit into one of the categories listed under clause 6.2.5.12. Clause 6.2.5.12 lists the types of Major Changes to be undertaken as Recurring Services. As Major Changes often introduce new functionality or enhancements to existing functionality, which by their nature are difficult to predict, the list of Major Changes to be included as Recurring Services is fairly limited.

Drafters are to select the optional clauses for method of payment that best suits the needs of their Contract and which, when necessary, is consistent with the method of payment for Major Changes performed in accordance with DSD-ENG-SERV.

Related Clauses/ Documents:

Clause 6.2.3, Software Change Analysis

Clause 6.2.7, Additional Requirements for Preventive Maintenance Involving Change

Clause 6.2.8, Additional Requirements for Corrective Maintenance Involving Change

Clause 6.2.9, Additional Requirements for Adaptive Maintenance Involving Change

Clause 3.3 of the SOW, Quoting for Survey and Quote Services

Section 5 of Annex A to the SOW, Software Products

DSD-ENG-SERV, Engineering Services

DSD-ENG-CM, Configuration Management Services

DSD-ENG-CSC, Contractor Standing Capability

DID-CM-MGT-ECP, Engineering Change Proposals (including Software Change Proposals)

DID-SSM-S&Q, Quote for S&Q Services

DID-ENG-MGT-SEMP, Systems Engineering Management Plan, if required under DSD-ENG-SERV

DID-ILS-SW-SWSP, Software Support Plan (sourced from the *ASDEFCON (Strategic Materiel)* templates)

DID-ENG-SW-SWMP, Software Management Plan (sourced from the *ASDEFCON (Strategic Materiel)* templates)

DID-ENG-CMP, Configuration Management Plan

Optional Clauses: None

6.2.6 Software Releases

Status: Optional

Purpose: To define a required process for the regular and coordinated release of Software changes.

Policy: Nil

Guidance: This clause is optional and may be used when Software changes need to be managed through a regular Software Release program coordinated with the Commonwealth Representative and Associated Parties. For example, Software Releases may need to be timed to coincide with updates from OEMs (eg, to include adaptive changes) or a Defence-coordinated update cycle involving nominated trial sites / users before the complete roll-out to all users. If a Software Release program is not applicable to the roll-out of Minor Changes and Major Changes to Software Products, then clauses below the heading clause 6.2.6 may be deleted and replaced with a single 'Not used'.

This clause is primarily defining and agreeing the content for each Software Release in terms of the applicable Minor Changes and Major Changes to be included in the scope of each Software Release.

Clause 6.2.6.1 defines the periodicity for the Software Release program; for example, as a quarterly, six-monthly or annual cycle. Drafters need to determine and insert an appropriate period into this clause. The period between each Software Release may be driven by external factors, such as regular updates provided by Software OEMs or simply to enable efficient management of the roll-out of Software changes to users. If there are two levels of Software Release (eg, major 'updates' once a year and minor 'fixes' on a quarterly basis) then the drafter will need to modify this clause accordingly.

Clauses 6.2.6.2 to 6.2.6.4 include options to plan the scope of each Software Release as (Option A) part of Engineering Support Performance Reviews (ESPRs) or (Option B) through independent planning meetings. The selection of Option A or Option B by the drafter will depend on whether the ESPRs are included in SOW clause 5.3 and also that they are conducted at a suitable frequency. If Option B is selected the applicable timeframes must be inserted where indicated. In this case the first meeting is likely to be affected by whether or not the Contract is linked to a Contract (Acquisition) and the start date is linked to a specific milestone such as the establishment of a Software support facility.

Clause 6.2.6.5 states that the Commonwealth is responsible for setting the priority order for the Software changes that are to be developed for and included in each Software Release. The actual number of changes to be included within each Software Release are then likely to be limited to the highest priority changes that can be addressed within the available resources. This clause should be reviewed but in general does not require amendment.

Clauses 6.2.6.6 to 6.2.8 allow for the Major Changes and Minor Changes included within the agreed scope of each Software Release to be changed when new high priority changes are required. The reasons for changing the scope of a Software Release are appropriately limited as making any change is likely to result in inefficiencies and potential delays as changed priorities are acted upon. Changing the scope of a Software Release requires a meeting between the Contractor and Commonwealth to determine the feasibility of the change in scope and what other Major Changes and/or Minor Changes in development will need to be deferred to a later release (or if additional resources for S&Q Services would be required). These meetings are implemented under the Contract as Ad hoc Meetings as defined under clause 3.4.6 of the SOW.

Related Clauses/ Documents:

Clause 6.2.4, Development of Minor Changes to Software

Clause 6.2.5, Development of Major Changes to Software

Clause 3.4.6 of the SOW, Ad Hoc Meetings

DSD-MNT-SA, Systems Administration

Optional Clauses: None

6.2.7 Additional Requirements for Preventive Maintenance Involving Change

Status: Optional (but required if clause 6.2.4 and/or clause 6.2.5 are included)

Purpose: To identify the additional requirements for undertaking the Preventive Maintenance of Software as part of a Minor Change or Major Change.

Policy: Nil

Guidance: Preventive Maintenance is defined in the Glossary to have the meaning given by ISO/IEC 14764:2006, *Information Technology – Software Maintenance*. Unlike Corrective Maintenance it is generally expected that the need for Preventive Maintenance will be identified by system administrators / the Contractor. For example, system administrators may identify the need when reviewing system event logs that indicate unexpected events, excessive memory usage or failures that have not yet been noticed by users and, therefore, not reported as a Failure that would require Corrective Maintenance. Preventive Maintenance may be performed as either a Minor Change (to achieve an existing Baseline) or, if the solution requires significant or functional change, a Major Change.

The drafter should review the Glossary (Attachment M) definition for Preventive Maintenance. The core definition from ISO/IEC 14764 should be retained; however, further clarity may be required and added to the definition, depending on the nature of the Software Products Being Supported.

Clause 6.2.7 is 'Not used' but is included as a placeholder for drafters to insert any additional requirements for Preventive Maintenance, involving a change, that are not addressed through clause 6.2.4 (primarily) and clause 6.2.5.

The optional clause (below) may be copied to clause 6.2.7 in order to identify the requirements under this clause as being additional to (ie, not alternatives to) the requirements of clauses 6.2.4 and 6.2.5.

Related Clauses/ Documents:

Clause 6.2.4, Development of Minor Changes to Software

Clause 6.2.5, Development of Major Changes to Software

Section 5 of Annex A to the SOW, Software Products

DSD-ENG-CSC, Contractor Standing Capability

Optional Clauses:

When performing Preventive Maintenance of Software, which involves either a Minor Change or a Major Change, the Contractor shall comply with the requirements of this clause 6.2.7 in addition to the requirements of clauses 6.2.4 and 6.2.5.

6.2.8 Additional Requirements for Corrective Maintenance Involving Change

Status: Optional (but required if clause 6.2.4 and/or clause 6.2.5 are included)

Purpose: To identify the additional requirements for undertaking the Corrective Maintenance of Software as part of a Minor Change or Major Change.

Policy: Nil

Guidance: Corrective Maintenance in this DSD has the meaning from ISO/IEC 14764:2006, *Information Technology – Software Maintenance*, being the 'modification of a Software product performed after delivery to correct discovered problems'. Corrective Maintenance is different to other forms of Software maintenance in that the Software is not functioning and this will most likely be noticeable and reported by the operator / user through a help desk. Corrective Maintenance may be performed as either a Minor Change (to achieve an existing Baseline) or, if the solution requires a significant or functional change, a Major Change.

Corrective Maintenance includes the rectification of faults / latent defects remaining from initial development, possibly a Contract (Acquisition) or a previous in-service development program. Warranty conditions from the Contract (Acquisition), or a preceding Contract (Support), may therefore be applicable and result in some tasks being performed under warranty instead of being charged under this Contract. If so, drafters should investigate the terms of extant Warranties and seek advice regarding appropriate Warranty clauses for the Software that was developed under earlier contracts – a suggested clause is included in the optional clauses below.

Clause 6.2.8.2 is an optional clause that refers to the Failure classifications and service request resolution times that are defined under clause 6.2.4 of DSD-OPS-HLPDSK. Resolution times for the various Failure classifications include the time taken to perform any associated Corrective Maintenance. However, a user's service request may be 'resolved' via a workaround solution while a permanent solution, involving a Software change or other action, is found. Note that the Commonwealth may agree to an alternative schedule through the Approval of a SWCP or by scheduling the development and release of the change for a particular Software Release (when the Software Release clause in this DSD is included).

Where changes will need to be undertaken within the resolution times specified for the help desk, drafters need to tailor DSD-OPS-HSPDSK cognisant that a resolution may need to be met through Software changes provided in accordance with this DSD (and also systems administration activities under DSD-MNT-SA, when applicable). Drafters need to insert resolution times into the table and define 'Mission Critical Capabilities' and 'Non Mission Critical Capabilities' within the Glossary. If help desk Services are not included in the Contract, then the drafter may need to transfer the table and associated clauses to clause 6.2.8 of this DSD, or develop an alternative solution.

The table from DSD-OPS-HSPDSK enables a severity class 4 Failure to be addressed in a subsequent Software Release. Drafters should insert the appropriate timeframes into this clause while considering the possibility of minor corrections delaying the testing and roll-out of the release, should the time period be too short.

Another additional requirement that may be added to this clause is the need to confirm if a Failure would be more appropriately addressed by the warranty provisions of a preceding contract, such as the Contract (Acquisition) under which the Software was developed. Drafters may copy the optional clause (below) to the clauses to be used as the basis for developing this requirement.

Related Clauses/ Documents:

Clause 6.2.4, Development of Minor Changes to Software

Clause 6.2.5, Development of Major Changes to Software

Clause 8.1 Notification of Defects and 8.2 Latent Defects of the COC (which may require amendment for defects arising from previous contracts)

Section 5 of Annex A to the SOW, Software Products

DSD-OPS-HLPDSK

DSD-ENG-CSC, Contractor Standing Capability

DID-ILS-SW-SWSP and DID-ENG-CEMP

Optional Clauses:

If Warranty is to be considered before performing Corrective Maintenance:

Prior to commencing a Corrective Maintenance task, the Contractor shall notify the Commonwealth Representative regarding the applicability of Warranty from preceding contracts.

6.2.9 Additional Requirements for Adaptive Maintenance Involving Change

Status: Optional (but required if clause 6.2.5 is included)

Purpose: To identify additional requirements for undertaking the Adaptive Maintenance of Software as part of a Major Change.

Policy: Nil

Guidance: Adaptive Maintenance is defined in the Glossary to have the meaning given by ISO/IEC 14764:2006, *Information Technology – Software Maintenance*. It is generally expected that the need for these maintenance activities will be identified by system administrators / the Contractor. For example, the need may be identified when a proposed third-party Software Update or change to the standard operating environment (not yet rolled-out) is expected to impact on the Software Products supported by the Contractor. As this requires a change in the function of the supported Software, Adaptive Maintenance is defined as a Major Change.

The drafter should review the Glossary (Attachment M) definition for Adaptive Maintenance. The core definition from ISO/IEC 14764 should be retained; however, further clarity may be required, depending on the nature of the Software Products Being Supported.

Clause 6.2.9 is 'Not used' but is included as a placeholder for drafters to insert any additional requirements for Adaptive Maintenance, involving a change, that are not addressed through clause 6.2.4 and clause 6.2.5.

The optional clause (below) may be copied to clause 6.2.9 in order to identify the requirements under this clause as being additional to (ie, not alternatives to) the requirements of clauses 6.2.4 and 6.2.5.

Related Clauses/ Documents:

Clause 6.2.4, Development of Minor Changes to Software

Clause 6.2.5, Development of Major Changes to Software

Section 5 of Annex A to the SOW, Software Products

DSD-ENG-CSC, Contractor Standing Capability

Optional Clauses:

When performing Adaptive Maintenance of Software, which involves either a Minor Change or a Major Change, the Contractor shall comply with the requirements of this clause 6.2.9 in addition to the requirements of clauses 6.2.4 and 6.2.5.

6.2.10 Data Manipulation

Status: Optional

Purpose: To identify the requirement for manipulating and preparing data to achieve one or more nominated outputs.

Policy: Nil

Guidance: This clause requires the Contractor to manipulate data in data sources, including databases, data libraries, data warehouses and other structures in order to prepare data or provide information to meet one of more requirements defined within clause 6.2.10. For example, data manipulation could be used to support the transfer of data (eg, the import/export of data with other systems), analyse and correlate sensory data (eg, to analyse structural stresses versus performance data), support technical investigations into system health (eg, reliability trends), prepare operational libraries, and investigate options for the Perfective Maintenance of the databases / libraries themselves. Data manipulation is an optional clause and if these Services are not required, then the clauses below the heading clause 6.2.10 can be replaced with a single 'Not used'.

Note that this function is distinct from data back-ups or managing user accounts, which are part of systems administration. Data manipulation may also support Defence data mining for certain operational data and business information; this may be considered an instance of Operating Support (SOW Clause 4) and if this is

expected to be a significant and on-going task, could be the basis of a new Operating Support DSD (with considerable further development).

Clause 6.2.10.1 requires the drafter to identify the types of data manipulation Services required. These should identify the type of data manipulation by name and include a short description and/or be supported by the Glossary to define the nature of the Service. Drafters also need to identify the data sources to be used in section 5 of Annex A to the SOW, with an applicable column or index marker, which can be referenced from this clause (ie, for which the Contractor has 'data management responsibilities').

Where the requirement for data manipulation is on-going (eg, daily, weekly or monthly tasks) and can be reasonably well scoped and conducted as a Recurring Service, drafters may find it effective to include a definition of work scope as an annex to the DSD, which can be referenced from clause 6.2.10.2.

Clause 6.2.10.3 allows for ad hoc tasking for data manipulation to be requested by the Commonwealth. Through clause 6.2.10.6 these activities will be performed as S&Q Services.

Clause 6.2.10.4 allows for a written request to be submitted by the Contractor to the Commonwealth when, in their professional judges, a data manipulation Service is required. If agreed by the Commonwealth, then through clause 6.2.10.6 these activities would be performed as S&Q Services.

Clause 6.2.10.5 identifies the common requirements for initiating and undertaking data manipulation activities, including defining the objectives, timeframes and deliverables.

Clause 6.2.10.6 defines the payment method for the different groups of data manipulation Services by reference to the preceding clauses. The most consistent and predictable, in terms of level of effort, should be treated as a Recurring Service and listed under clause 6.2.10.2. Those that are more ad hoc tasks would be paid for as an S&Q Service initiated by either the Commonwealth (clause 6.2.10.3) or the Contractor (clause 6.2.10.4). Note that those data manipulation Services that could be performed as S&Q Services could also be undertaken as CSC Tasks where a CSC is included in the Contract and has the necessary skills to perform these tasks. Drafters need to consider the range of data manipulation Services required and for those that are on-going or Commonwealth initiated, list them under the applicable clause.

Related Clauses/ Documents:

Clause 3.3 of the SOW, Quoting for Survey and Quote Services

Section 5 of Annex A to the SOW, Software Products

DSD-ENG-CSC, Contractor Standing Capability

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-ENG-SW-V5.2**
2. **TITLE: SOFTWARE SUPPORT SERVICES**
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 This DSD defines the requirements for the provision of Services to support applicable Software Products, including:
 - a. Software support planning;
 - b. Software change management;
 - c. Minor Changes and Major Changes to Software Products;
 - d. the implementation of Software release programs; and
 - e. data manipulation.
4. **INTER-RELATIONSHIPS**
 - 4.1 This DSD forms part of the SOW.
 - 4.2 This DSD shall be undertaken in conjunction with Engineering Services defined within the Engineering requirements of the SOW and related DSDs.

Note to drafters: Amend the following clause to suit the scope of the Services.

- 4.3 This DSD shall be undertaken in conjunction with DSD-MNT-MGT and DSD-MNT-SERV for the management and conduct of hardware modifications.
- 4.4 This DSD shall be undertaken in conjunction with DSD-OPS-HLPDSK, for direct help desk support provided to system operators and support staff.
- 4.5 This DSD shall be undertaken in conjunction with DSD-MNT-SA for system administration Services.

5. **APPLICABLE DOCUMENTS**

Note to drafters: Drafters may either edit the list of documents in the table below to suit the requirements of this DSD or include the note to tenderers below, requesting the tenderers to identify their own standards. Do not include both approaches (unless the note to tenderers is modified to request alternative standards to the ones proposed by the drafter). If modifying the list of documents, do not include reference to Defence policies unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

- 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to tenderers: Tenderers are to nominate in their response to Annex G to Attachment A to the conditions of tender, a recognised standard for Software maintenance and upkeep that they intend to use for the delivery of Software support Services.

AS/NZS ISO/IEC 12207:2013	Systems and software engineering – Software life cycle processes
MIL-HDBK-1467	Acquisition of Software Environments and Support Software
ISO/IEC 14764:2006	Software Engineering – Software Life Cycle Processes - Maintenance

6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope of DSD

6.1.1.1 The Contractor shall provide Software support Services, as described in this DSD, for the Software Products listed at Annex A to the SOW for which the Contractor is identified as having Software support responsibilities.

6.2 Services

6.2.1 Software Support Planning

Note to drafters: The drafter needs to decide whether a stand-alone SWSP is required or if Software-support planning will be rolled up into the CEMP or SSMP. Based on this decision, one of the following options should be selected and the CDRL adjusted accordingly. Refer to guidance for the transfer of an SWSP from a linked Contract (Acquisition).

Option A: For when a stand-alone SWSP is required:

6.2.1.1 The Contractor shall develop, deliver, and update a Software Support Plan (SWSP) in accordance with CDRL Line Number ENG-750.

Option A-1: For when the Contract will be tendered in conjunction with a Contract (Acquisition).

6.2.1.2 The Contractor shall use the SWSP developed under the Contract (Acquisition) as the basis for the SWSP required under clause 6.2.1.1.

Option B: For when the Software support requirements are to be addressed through the CEMP or SSMP.

6.2.1.3 The Contractor shall address the management and planning of Software support in the [...INSERT 'CEMP' OR 'SSMP'...].

Note to drafters: Insert the applicable plan into the following clauses.

6.2.1.4 The Contractor shall make available to the Commonwealth, within 10 Working Days of a request, all associated plans, processes, procedures, logs, instructions and data supporting the Approved [...INSERT 'SWSP', 'CEMP' OR 'SSMP'...].

6.2.1.5 The Contractor shall provide Software support Services in accordance with the applicable documents listed at clause 5, as tailored by the Approved [...INSERT 'SWSP', 'CEMP' OR 'SSMP'...].

6.2.1.6 The Contractor shall ensure all Software support Services provided by Subcontractors are consistent with the Approved [...INSERT 'SWSP', 'CEMP' OR 'SSMP'...].

6.2.1.7 The Contractor shall maintain a schedule of known Software support activities, projecting work effort for a period of not less than one year in advance, or until the end of the Term where that period is less than one year.

6.2.1.8 The Contractor shall provide a copy of the Contractor's Software support schedule in the format requested and within five Working Days (or other timeframe agreed between both parties) of a request for a copy of this schedule from the Commonwealth Representative.

6.2.2 Software Change Request Management

Note to drafters: Amend the following clause to suit the specific requirements of the Contract. References to DSD-OPS-HLPDSK and DSD-MNT-SA should be deleted if help desk and ICT System Administration Services are provided by a party other than the Contractor.

6.2.2.1 The Contractor acknowledges that Software Change Requests (SWCRs) may be raised by the Contractor, the Commonwealth or an Associated Party (with the agreement of the Commonwealth Representative) including as an outcome of, or in response to:

- a. a help desk service request raised under DSD-OPS-HLPDSK;
- b. a system event under DSD-MNT-SA that requires a Software change to resolve;

- c. Software monitoring Services, Software licence management Services, and Software retirement Services in accordance with DSD-MNT-SA; and
- d. when requested by the Commonwealth, in writing, requests to enhance the Software Products.

6.2.2.2 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall raise SWCRs to implement Software Updates developed by OEMs of the applicable Software Products, and shall process those SWCRs in accordance with this clause 6.2.2.

6.2.2.3 The Contractor shall maintain a SWCR log for recording and managing SWCRs that includes, for each SWCR:

- a. a unique identifier;
- b. the date and time raised;
- c. the person that raised the SWCR (ie, the originator);
- d. when applicable, reference details of any related Engineering Change Proposal (ECP) and/or S&Q Service Request;
- e. the priority and change categorisation (eg, Minor Change or Major Change);
- f. the type(s) of Software change classification, as per clause 6.2.3.3;
- g. the configuration of the hardware and Software environment, and any associated changes to the configuration, when applicable to the Software change;
- h. current status;
- i. resolution details or change development progress, as applicable; and
- j. closure details (including date, time and the person or Configuration Control Board (CCB) authorising closure).

Note to drafters: The SWCR log may be included in the DMS under clause 2.3 of the SOW.

6.2.2.4 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Contractor's SWCR log for the Term.

6.2.2.5 The Contractor shall report the following information on the status of SWCRs (including subsequent Software Change Proposals (SWCPs)) in the Combined Services Summary Report:

- a. the number raised during the reporting period;
- b. the number closed during the reporting period;
- c. a summary of the disposition of all open SWCRs; and
- d. a summary of the progress of all open SWCPs.

6.2.2.6 The Contractor shall only close SWCRs:

- a. for Minor Changes, following completion of the implementation of the change; or
- b. for Major Changes, subsequent to the completion of the change and when agreed by the Commonwealth Representative or the Commonwealth CCB.

6.2.3 Software Change Analysis

6.2.3.1 The Contractor shall analyse and report on each SWCR:

- a. based on the priority of the SWCR, taking into account the potential impact of the proposed Software change on operations, health and safety, the environment, and other Contract work (ie, SWCRs are to be analysed in priority order); and
- b. in accordance with the timeframe(s) and other requirements specified in clause 6.2.4 of DSD-ENG-SERV, and clause 6.2.3.2 of this DSD.

- 6.2.3.2** Unless otherwise specified by the Commonwealth Representative, the Contractor shall provide the following information, which is additional to the requirements of clause 6.2.4 of DSD-ENG-SERV, when analysing SWCRs:
- a. the identification of the Software units, associated Technical Data and Software rights, associated Software (such as application kits and installation scripts), and the versions thereof that need to be developed or changed;
 - b. the identification of the Verification to be applied to both modified and unmodified parts of the system to Verify that the update has met requirements and has not introduced any unintentional changes; and
 - c. the identification of any associated hardware changes, if applicable.
- 6.2.3.3** The Contractor shall classify each Software change requested as one or more of the following types:
- a. Preventive Maintenance;
 - b. Corrective Maintenance;
 - c. Adaptive Maintenance;
 - d. Perfective Maintenance; and
 - e. no Software support required (eg, a hardware Failure incorrectly identified as being Software-related).
- 6.2.3.4** Where a SWCR involves a mix of the types identified in clause 6.2.3.3, the Contractor shall provide an estimate of, and the associated rationale for, the proportion of each type that should be attributed to the Software change.

Note to drafters: Note that clause 6.2.4 of DSD-ENG-SERV analyses change requests as either Recurring Services or S&Q Services. Software changes may also be undertaken by a Contractor Standing Capability (CSC). See guidance for additional information.

- 6.2.3.5** Subject to clause 6.2.3.6, the Contractor shall analyse all SWCRs as S&Q Services. For clarity, when a SWCR is associated with an ECP that is analysed under clause 6.2.4 of DSD-ENG-SERV as an S&Q Service, both hardware and Software aspects of the change shall be analysed under the one S&Q Order.
- 6.2.3.6** Except when otherwise agreed in writing by the Commonwealth Representative, when a SWCR, including a SWCR raised by the Commonwealth Representative, relates to maintaining the serviceability of Mission Systems and/or the extant functionality of ICT Systems, or safety and/or regulatory requirements, the Contractor shall analyse and report on the Software change within the fee for Recurring Services.

6.2.4 Development of Minor Changes to Software

- 6.2.4.1** The Contractor shall provide the Software support Services required under this clause 6.2.4 for the Software Products for which the Contractor is identified as having Engineering responsibilities at Annex A to the SOW.
- 6.2.4.2** The Contractor shall develop a SWCP for each Software-related Minor Change in accordance with:

Note to drafters: As these are Minor Changes, the associated SWCPs are not required to be Approved by the Commonwealth Representative in accordance with DSD-ENG-CM. If Approval of these SWCPs is required, drafters will need to modify this clause to use the standard wording for referencing CDRL Line Numbers.

- a. DID-CM-MGT-ECP;
- b. DSD-ENG-CM; and

Note to drafters: The first selection in the following clause relates to the governing plan for Software support, while the second selection relates to the governing plan for CM. Drafters are to make the appropriate selections and, if necessary, further tailor the clause.

- c. the Approved [...INSERT 'SWSP', 'SEMP' OR 'CEMP'...] and the Approved [...INSERT 'CMP' OR 'CEMP'...] in regards to Configuration Management.

Option: For when Minor Changes to Software Products will require Approval and the optional CCB clause has been included in clause 6.2.4 of DSD-ENG-SERV.

6.2.4.3 The Contractor acknowledges that the Commonwealth Representative will not provide Approval to proceed with the development of a SWCP under clause 6.2.4.2 until after the Commonwealth's CCB has considered the Contractor's analysis of the associated SWCR under clause 6.2.4 of DSD-ENG-SERV.

6.2.4.4 If, after commencing the development of a SWCP, the Contractor determines that the proposed Software change should be reclassified as a Major Change, the Contractor shall promptly notify the Commonwealth Representative and follow any subsequent reasonable directions given by the Commonwealth Representative for the implementation of the Software change as a Major Change.

Note to drafters: The first selection in the following clause relates to the governing plan for Software support, while the second selection relates to the governing plan for CM. Drafters are to make the appropriate selections and, if necessary, further tailor the clause.

6.2.4.5 The Contractor shall develop, implement, Verify and Validate the Software-related Minor Change in accordance with the SWCP, the Approved [...INSERT 'SWSP', 'SEMP', 'CEMP' OR 'SSMP'...] and the Approved [...INSERT 'CMP', 'CEMP' OR 'SSMP'...].

Note to drafters: The following options allow Minor Changes to Software to be undertaken as (Option A) S&Q Services, including CSC Tasks when a CSC is included in the Contract, or (Option B) a combination of Recurring Services and S&Q Services depending on the nature of the change. Refer to guidance for further information.

Option A: For when all Minor Changes to Software will be conducted as S&Q Services (or as CSC Tasks).

6.2.4.6 The Contractor shall undertake the work required under this clause 6.2.4 as S&Q Services.

Option B: For when Minor Changes to Software will be Recurring Services or S&Q Services, depending upon the nature of the change.

6.2.4.7 Subject to clause 6.2.4.8, the Contractor shall undertake the work required under this clause 6.2.4 as S&Q Services.

6.2.4.8 Except when otherwise agreed in writing by the Commonwealth Representative (eg, due to Defence activities in developing or testing the proposed Minor Change or due to significant cost), the Contractor shall undertake the Minor Change to Software within the fee for Recurring Services if the Minor Change:

- a. is required to be undertaken due to legislation or the other provisions of the Contract, including provisions for Defects and Latent Defects;
- b. is already provided for through a Subcontract;

Note to drafters: The Commonwealth may not be able to identify applicable exclusions when drafting the Contract. Under these circumstances, it may be appropriate to include a note to tenderers here requesting their input on potential exclusions as part of the tender responses.

- c. is to maintain the availability of one or more of the major Products (ie, those Products that form the basis of the Capability), with the exception of any Minor Change that involves:
- (i) [...INSERT APPLICABLE EXCLUSIONS (EG, 'security-related changes to an ICT System'...);

6.2.5 Development of Major Changes to Software

6.2.5.1 The Contractor shall provide the Services required under this clause 6.2.5 for the Software Products for which the Contractor is identified as having Engineering responsibility at Annex A to the SOW.

Note to drafters: Some programs, including those requiring regulatory approval, may mandate that a Software Management Plan (SWMP) be prepared in accordance with DID-ENG-SW-SWMP (sourced from ASDEFCON (Strategic Materiel)). If required, include the following option, include the SWMP in clause 6.2.5.1 of DSD-ENG-SERV, and amend the CDRL accordingly.

Option: Include the following clause when an SWMP is required to manage Major Changes to Software. Refer to guidance for additional explanation.

6.2.5.2 The Contractor shall develop, deliver and update a Software Management Plan (SWMP) in accordance with CDRL Line Number [...DRAFTER TO INSERT LINE NUMBER...]

6.2.5.3 The Contractor shall design, develop, implement, Verify and Validate (as applicable) each Major Change for Software in accordance with:

- a. this DSD, including this clause 6.2.5 and clauses 6.2.6 to 6.2.9, as applicable;
- b. clause 6.2.5 of DSD-ENG-SERV, including the SWCP(s) developed as part of or in lieu of the Engineering Change Proposal;
- c. clauses 6.2.7 and 6.2.10 of DSD-ENG-SERV;
- d. DSD-ENG-CM;

Note to drafters: Amend the following subclause if a different standard is to be the basis of Software engineering activities to develop Major Changes. Also, select the appropriate governing plan for managing Major Changes to Software.

- e. the requirements of AS/NZS ISO/IEC 12207:2013, as tailored by:
 - (i) the Approved [...INSERT 'SWSP' AND/OR 'SWMP' AND/OR 'SEMP'...]; and
 - (ii) the supplementary management plans for the Major Change in accordance with clause 6.2.5 of DSD-ENG-SERV; and
- f. clause 3.15 of the COC, when the development of a Major Change is undertaken as an S&Q Service.

6.2.5.4 In addition to the requirements of clause 6.2.5 of DSD-ENG-SERV, the Contractor shall Verify that:

- a. the Software change has not affected the original, unmodified requirements;
- b. the modified Software Products do not compromise existing systems; and
- c. the application kits and install scripts install correctly in the execution environment.

6.2.5.5 In addition to the V&V requirements of clause 6.2.5 of DSD-ENG-SERV and until Acceptance of the modified Software Products, the Contractor shall retain (for traceability) the test reference builds (including modified Software Products, application kits and/or install scripts) used for the conduct of each phase of Acceptance V&V activities and for each applicable execution environment.

Note to drafters: Where Software is deployed on ICT infrastructure, DDG accreditation of the Software and release package is required. The following clause aims to ensure that accreditation is obtained when applicable.

Option: For when DDG accreditation for installation on Defence networks is also required.

6.2.5.6 Where the changed Software Product(s) are to be installed on the Defence Standard Operating Environment (SOE), or the deployable SOE, the Contractor shall consult, coordinate and cooperate with the Commonwealth Representative, Defence Digital Group (DDG) and other Associated Parties, as applicable, for:

- a. the conduct of Verification activities, including compatibility testing, necessary for accreditation by DDG; and
- b. preparation of the Software Updates, application kits and install scripts, as necessary for distribution and installation in the applicable operating environment.

Option: Include when the Software Product(s) are, or are part of, an SSol.

6.2.5.7 Where the changed Software Product(s) are a Security System of Interest (SSol), or part of an SSol, the Contractor shall provide support to the Commonwealth's activities associated with the applicable Security Authorisations in accordance with DSD-ENG-SEC.

6.2.5.8 For the implementation of each Major Change, or set of changes, the Contractor shall:

- a. develop and document a migration plan to control the Software change and its impact on the parent system;
- b. provide the migration plan to the Commonwealth Representative for Approval; and
- c. implement the Software change for the affected Software Product(s) in accordance with the Approved migration plan.

6.2.5.9 The Contractor shall address the following in the migration plan:

- a. requirements analysis and definition of migration;
- b. development of migration tools;
- c. conversion of Software Product(s) and associated data;
- d. migration execution, including the extent to which old and new Software Products may be used in parallel;
- e. migration Verification;
- f. information requirements and notifications to be provided to Personnel affected by the migration, including all user actions that may be applicable; and
- g. the extent of, and arrangements for, the support of the previous (legacy) Software Products in the future.

Note to drafters: The following options allow Major Changes to Software to be undertaken as either (Option A) S&Q Services, including as CSC Tasks when a CSC is included in the Contract, or (Option B) a combination of Recurring Services and S&Q Services depending on the nature or source of the change. Refer to guidance for further information.

Option A: For when all Major Changes to Software will be S&Q Services (or as CSC Tasks).

6.2.5.10 The Contractor shall undertake the work required under this clause 6.2.5 as S&Q Services.

Option B: For when Major Changes to Software will be either Recurring Services or S&Q Services depending upon the nature or source of the change.

6.2.5.11 Subject to clause 6.2.5.12, the Contractor shall undertake the work required under this clause 6.2.5 as S&Q Services.

6.2.5.12 Except when otherwise agreed in writing by the Commonwealth Representative, the Contractor shall undertake the Major Change to Software within the fee for Recurring Services if the Major Change:

- a. is Adaptive Maintenance required for the implementation of changes to another Product Being Supported (ie, hardware and/or Software) that is to be, or has been, modified by the Contractor under a separate Minor Change or Major Change (but which was not included within the scope of that other change);
- b. is already provided for through a Subcontract; or

- c. is undertaken to incorporate new or enhanced functionality through component Software Products that will be, or have been, provided by the Commonwealth, OEM or third-party.

6.2.6 Software Releases

Note to drafters: *This clause requires Software changes to be grouped and released through a periodic Software Release program (eg, six-monthly, because the OEM uses a time-boxed approach to Software Release, or because the CCB desires a staggered update program). If not required, the following clauses should be replaced with a single 'Not used'.*

Clause 6.2.6 may need further development, particularly when the roll-out program requires certain users and/or locations to be prioritised. See guidance for additional information.

Drafters must insert an appropriate timeframe into clause 6.2.6.1. If the procurement team is unable to define the timeframe, the following note to tenderers may assist to obtain the required information. If the procurement team is able to define the timeframe, the note to tenderers should be deleted. See guidance for additional information.

Note to tenderers: *Tenderers are requested to advise the likely frequency of Software Releases associated with the Software Products Being Supported.*

- 6.2.6.1** The Contractor shall implement an on-going Software Release program, incorporating Minor Changes and Major Changes to the Software Products through a [...INSERT TIMEFRAME (EG, 'quarterly' or 'six-monthly')...] update cycle.

Option A: For when the scope of Software Releases will be discussed at Engineering Support Performance Reviews.

- 6.2.6.2** The parties shall jointly determine the scope of each Software Release, including both the Major Changes and Minor Changes to Software to be included in the Software Release, as part of Engineering Support Performance Reviews conducted in accordance with clause 5.3 of the SOW.

Option B: For when the scope of Software Releases will be discussed at separate planning meetings. Drafters must insert appropriate timeframes into the following two clauses.

- 6.2.6.3** The parties shall conduct the first meeting to discuss and agree the Software Release program [...INSERT TIMEFRAME, EG, 'three months after the Operative Date'...].

- 6.2.6.4** At least [...INSERT TIMEFRAME, EG, 40...] Working Days before each Software Release is scheduled for release, the Contractor shall meet with the Commonwealth Representative to determine the proposed Major Changes and Minor Changes to be included in the scope of subsequent Software Releases.

- 6.2.6.5** The Commonwealth Representative shall, following consultation with the Contractor, be responsible for determining the priority of Major Changes and Minor Changes considered for inclusion in each Software Release and for any subsequent change to the agreed scope of a Software Release.

- 6.2.6.6** Once the scope of a Software Release has been agreed, the set of Major Changes and Minor Changes included within that Software Release shall only be changed when:

- a. the need for an additional Software change is required:
 - (i) as a result of a class 1 or class 2 Failure (as defined in DSD-OPS-HLPDSK) of an existing Software Product has occurred;
 - (ii) as a result of the Software Product having caused, or contributed to, a Failure in an interfacing system, which the Commonwealth considers to be the equivalent of a class 1 or class 2 Failure; or
 - (iii) to address an operational imperative (eg, in a Contingency situation);
- b. the parties agree that the proposed change to the scope of the Software Release is achievable; and

- c. the Commonwealth Representative is satisfied with the re-prioritisation of Software changes including, when applicable, the deferral of other Major Changes and/or Minor Changes to a subsequent Software Release.

6.2.6.7 When either party wishes to change the agreed scope of a Software Release in accordance with clause 6.2.6.6, the parties shall meet to discuss the impact of the proposed change(s) on the Products (including both Software and hardware, if applicable) and the Services, including any impact on the scope, schedule and resources needed for the Software Release and subsequent Software Releases.

6.2.6.8 When a meeting is required in accordance with clause 6.2.6.7 which cannot be scheduled as part of an appropriate Periodic Performance Review, the parties shall conduct the meeting as an ad hoc meeting in accordance with clause 3.4.6 of the SOW.

6.2.7 Additional Requirements for Preventive Maintenance Involving Change

Note to drafters: Refer to guidance for further information regarding this clause.

6.2.7.1 Not used.

6.2.8 Additional Requirements for Corrective Maintenance Involving Change

6.2.8.1 When performing Corrective Maintenance of Software, which involves either a Minor Change or a Major Change, the Contractor shall comply with the requirements of this clause 6.2.8 in addition to the requirements of clauses 6.2.4 and 6.2.5.

Note to drafters: The following optional clause allows Corrective Maintenance to be linked to the service request resolution times for a help desk operated by the Contractor. If the Failure classification scheme identified in DSD-OPS-HLPDSK is required, but that DSD is not being used, then drafters should copy the required subclauses and table from clause 6.2.4 of DSD-OPS-HLPDSK into this location. The following clause should then be modified accordingly. If not applicable, the optional clause should be deleted.

Option: For use when Corrective Maintenance will be subject to resolution times for service requests specified in DSD-OPS-HLPDSK.

6.2.8.2 Unless otherwise agreed by the Commonwealth Representative (eg, within an Approved SWCP or agreed Software Release package), the Contractor shall resolve Failures in the Software Products consistent with the achievement of the service request resolution times, for the class of Failure, as identified in clause 6.2.4 of DSD-OPS-HLPDSK.

6.2.9 Additional Requirements for Adaptive Maintenance Involving Change

Note to drafters: Refer to guidance for further information regarding this clause.

6.2.9.1 Not used.

6.2.10 Data Manipulation

6.2.10.1 The Contractor shall provide data manipulation Services, including related analysis, data preparation and reporting, as appropriate, for those Software Products for which the Contractor has been identified as having data manipulation responsibilities at Annex A to the SOW.

6.2.10.2 The Contractor shall provide data manipulation Services to:

Note to drafters: Data manipulation involves working with databases to provide specific Services and/or Deliverables required by the SPO or Defence system user. The data manipulation Services listed under this clause must be able to be scoped as Recurring Services. Examples of data manipulation activities that could be required include:

- **generation of operational libraries for Software loads on a regular basis;**
- **on-going data mining activities for trend analyses and reporting purposes; and**
- **data manipulation for to enable inputting data transfer to and from other external data sources and exporting data to other sources on a regular basis.**

- a. [... DRAFTER TO INSERT ...] in accordance with [... INSERT ANNEX OR OTHER REFERENCE...]; and

- b. [... DRAFTER TO INSERT ...] in accordance with [... INSERT ANNEX OR OTHER REFERENCE...].

Note to drafters: The following requirements for data manipulation Services are those which cannot be reasonably scoped, and will therefore be the subject of S&Q Services or CSC Tasks. Examples of the types of data manipulation activities that could be required include:

- **the generation of bespoke reports;**
- **initial investigation of Major Changes, prior to raising a Software Change Request;**
- **Commonwealth investigations into interfacing systems; and**
- **end-to-end investigations, where the Products Being Supported are part of a larger networked system.**

6.2.10.3 When requested by the Commonwealth in writing, the Contractor shall undertake data manipulation Services, which may or may not be related to the specific outcomes required under the Contract (eg, to analyse the Failure data for a Product Being Supported in order to analyse the impact on an interfacing system), for which Contractor the has technical capability and expertise, including:

- a. [... DRAFTER TO INSERT ...]; and
b. [... DRAFTER TO INSERT ...].

6.2.10.4 The Contractor shall raise requests for data manipulation Services based on its expert judgement, for issues that are not addressed by clause 6.2.10.2 or clause 6.2.10.3, and that have potential benefits for the Commonwealth, as stated in the request.

6.2.10.5 A data manipulation Services request raised by either party, under clause 6.2.10.3 or 6.2.10.4, shall detail:

- a. the scope and objectives of the data manipulation Service;
b. the estimated duration and/or due date;
c. any required data deliverables, such as libraries, output reports or transfer files;
d. reporting requirements, including report format, if applicable; and
e. any other requirements applicable to the data manipulation Service.

6.2.10.6 Subject to clause 6.2.10.2, the Contractor shall undertake data manipulation Services conducted in accordance with clauses 6.2.10.3 and 6.2.10.4 as S&Q Services.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-MNT-MGT

(REQUIREMENTS FOR THE MANAGEMENT OF MAINTENANCE SERVICES)

<u>Status:</u>	Optional (must be used for Maintenance of all Materiel Systems and equipment that are not administrative type computer systems).
<u>Purpose:</u>	To identify the management requirements common to the Maintenance of the Products identified at Annex A to the SOW.
<u>Policy:</u>	DEFLOGMAN Part 2 Volume 10 Chapter 2, <i>Materiel Maintenance Policy</i> DEFLOGMAN Part 2 Volume 10 Chapter 17, <i>Contingency Maintenance Policy</i>
<u>Guidance:</u>	This DSD is required to establish the framework under which DSD-MNT-SERV and other drafter-developed Maintenance DSDs can be implemented.
<u>Related Clauses/Documents:</u>	DID-MNT-MMP DSD-MNT-SERV, Routine Maintenance Services
<u>Optional Clauses:</u>	None

5 APPLICABLE DOCUMENTS

<u>Status:</u>	Core
<u>Purpose:</u>	To identify authoritative documents (excluding individual Maintenance manuals) applicable to the Maintenance Services to be provided.
<u>Policy:</u>	The individual Defence environments (eg, Land, Maritime and Aerospace) each have policies regarding Maintenance that are captured in the respective ADF regulatory / assurance framework documents. Explosive Ordnance also has assurance-related policies for Maintenance, to be referenced when applicable.
<u>Guidance:</u>	Edit the list of applicable documents to suit the Maintenance Services. These documents should have applicability to all of the Maintenance Services, such as regulatory documents and technical maintenance plans that cross-refer to individual Maintenance and servicing manuals (it is not expected that all manuals for complex systems be listed here). Note that Annexes A and D to the SOW are used to identify Maintenance manuals (often in sets or series) for specific systems and Repairable Items. Drafters should also refer to the guidance for clause 5 of DSD-MNT-SERV.

Related Clauses/Documents:

None

Optional Clauses: None**6.2.1 Maintenance Management, Administration, and Reporting**

<u>Status:</u>	Core
<u>Purpose:</u>	To identify the Maintenance management, administration, and reporting requirements for the Products that require Maintenance.
<u>Policy:</u>	TBD
<u>Guidance:</u>	To tailor this clause, drafters need to insert references to the relevant plan and ADF regulatory / assurance framework publications, orders, or instructions describing administrative processes that must be followed for Maintenance Services to be performed. This list should not include detailed Maintenance manuals for the Products, as these are included in DSD-MNT-SERV by reference to SOW Annex A (and Annex D, indirectly).

Drafters should consider the need for Maintenance logs and other documentation to be provided to the Commonwealth for reporting of Maintenance actions. If needed, a definition for Maintenance Documentation may be added to the Glossary to capture the scope of documents involved, which may include a list of approved forms. The clauses using 'Maintenance documentation' will also require adjustment.

Related Clauses/Documents:

DID-MNT-MMP specifies requirements for a Maintenance Management Plan (MMP)

Optional Clauses: None

6.2.2 Maintenance Management System

Status: Core

Purpose: To identify the approach to Maintenance management, administration, and reporting using a Maintenance Management System and, in particular, whether on-line access to a Defence Maintenance Management System will be provided.

Policy: TBD

Guidance: If applicable, drafters need to insert references to ADF regulatory / assurance framework publications for the Maintenance Management System. For aerospace, for example, 'DASR M.A.305, Aircraft continuing airworthiness record system' and 'DASR M.A.306, Aircraft technical log'. If no regulation or reference applies, amend the clause to refer only to the MMP or SSMP.

The drafter should also select from the optional clauses that identify who will provide the system. Option A should be selected when the Contractor will be provided on-line access to a Commonwealth-owned (or licensed) Maintenance Management System, such as MILIS, AMPS, CAMM2 or the Defence Enterprise Resource Planning (ERP) System. Option B is for the use of a Contractor system, which would be used in accordance with the Approved MMP.

Option A would be applicable where the Contractor is working on a Defence site or the Commonwealth will provide on-line system access from an off-site Maintenance facility owned by the Contractor. If the Defence ERP System will be used, but the timing of the Defence ERP implementation in relation to the contract is such that work will initially be undertaken using a legacy system, a note to tenderers is to be included to advise tenderers of the expected change. There are also two sub-options, Option A-1 whereby the Contractor will be given exclusive access to the system (ie, system equipment provided as GFE, including within GFF) or Option A-2 for shared access (ie, where system terminals are located in a facility shared with Defence staff or another contractor). Details of GFE and GFS need to be added to Attachment E when applicable.

Drafters should note that training in Commonwealth-provided Information Systems is addressed by SOW clause 3.16, and additional clauses are not required here.

Of the two optional clauses, only Option B is likely to be applicable to Information Systems support contracts, where a major Maintenance Management System may not be suitable. Additionally, where the Contractor will be conducting all Maintenance and/or the Maintenance requirements are small, it may not be cost-effective or appropriate to provide an on-line connection to the Commonwealth system. In these instances, the requirements for reporting of Maintenance data, if required in addition to Maintenance log cards, will need to be identified and an appropriate DID may need to be developed (for physical or electronic transfer), added to the CDRL, and referred to from Option B.

Note that it is also possible for a Contractor to have on-line access to a Commonwealth system while located at a Defence facility, and to not have access at another location where Services are being performed. If this is expected when drafting the RFT, the drafter should include and tailor both Options A and B to suit.

Related Clauses/Documents:

SOW clause 3.16, Training in Defence Information Systems

DID-MNT-MMP specifies requirements for a MMP
Attachment E, GFM and GFS
Attachment O, Government Furnished Facilities Licence

Optional Clauses: None

6.2.3 Scheduling

Status: Optional

Purpose: To identify and advise the Commonwealth of the scheduling of major Maintenance activities and to facilitate Contractor-Commonwealth coordination of system use and Maintenance downtime.

Policy: TBD

Guidance: This clause may not be applicable if the Maintenance Services do not involve taking Mission Systems off-line for Maintenance, or particular Maintenance activities are continuous in nature and without variability that would interest the Commonwealth. Additionally, this clause may not be required if the scheduling reported through the Maintenance Management System (clause 6.2.2.2b) is sufficient for Commonwealth purposes.

Scheduling of Maintenance, and the inclusion of this clause, is beneficial when the Commonwealth needs to coordinate operational use with Maintenance activity, forecast related payment milestones (eg, during depot overhaul), coordinate modification installations, schedule GFS for Maintenance, or where a high level performance measure, such as system availability, is forecast to change on a regular (eg, monthly) basis. The schedule may be delivered either within the SSMS or the CSSR, depending upon which data item has been identified in the draft SOW.

If scheduling is not applicable, the clauses under 0 should be deleted and replaced with a single 'Not used'.

Related Clauses/Documents:

DID-MNT-MMP, DID-SSM-SSMS, DID-SSM-CSSR

DSD-MNT-SERV, Routine Maintenance Services

Clause 6.2.2.2b for scheduled Maintenance within the Maintenance Management System.

Optional Clauses: None

6.2.4 Authority to Fit

Sponsor: Applicable ADF regulatory / assurance authority:

Maritime Naval Materiel Seaworthiness Assurance Authority (NMSwAA)

Land Director of Technical Regulation - Army (DTR-A)

Aerospace Defence Aviation Safety Authority (DASA)

Status: Optional (must be included for all systems and equipment managed within an ADF regulatory / assurance framework).

Purpose: To implement strict parts and Configuration Control for systems and equipment subject to ADF regulatory / assurance framework requirements.

Policy: TBD

Guidance: If there are requirements for Maintenance Services to adhere to a strict parts control and Configuration Control program, such that only authorised Non-Repairable Items are used, then this clause will be applicable.

If not applicable, the clauses under 6.2.4 should be deleted and replaced with a single 'Not used'.

The authority to fit a Non-Repairable Item will be recorded in an information system or document, which could be one of a number of sources, depending on the environment, Contract scope, and on-line access given to the Contractor. The source may be on-line, such as ADAASS (for aerospace), or within a document such as an IPB or Illustrated Parts Catalogue. The applicable source document / system should be entered into this clause.

Related Clauses/Documents:

Clause 6.2.5, Cannibalisation
DSD-ENG-CM, Configuration Management Services

Optional Clauses: None

6.2.5 Cannibalisation

Status: Optional (must be included for all systems and equipment managed and maintained within an ADF regulatory / assurance framework).

Purpose: To implement strict controls on Cannibalisation practices. Cannibalisation is also known as 'controlled parts exchange'.

Policy: TBD

Guidance: Cannibalisation is the removal of a serviceable Repairable Item or Non-Repairable Item from one system or high-level spare, in order to use that item to make another system available to undertake operations. Cannibalisation is not generally permitted unless there is an immediate operational requirement because it involves additional 'unnecessary' Maintenance (ie, two Maintenance tasks will be required instead of one) and can lead to unintentional damage. It can also mask problems with supply chains and/or deeper-level Maintenance (eg, at OEMs).

For many Products, particularly if subject to Preventive Maintenance, containing components with limited life, or subject to different modification states, Cannibalisation and these clauses can only be applicable where there is a strict parts and Configuration Control program in place; accordingly, inclusion of the 'Authority to Fit' clause is a prerequisite to Cannibalisation.

If Cannibalisation is not applicable, the clauses under 6.2.5 should be deleted and replaced with a single 'Not used'.

If included, there is an optional clause under clause 6.2.5 for when the Commonwealth may need to perform Cannibalisation during maintenance, which may be relevant information for the Contractor. If included, the name of the maintenance management system needs to be inserted. There is also a note to tenderers for the change-over to the Defence ERP system; if the Defence ERP System is available when Maintenance Services begin, this note can be deleted.

Related Clauses/Documents:

Clause 6.2.4, Authority to Fit
DSD-ENG-CM, Configuration Management Services

Optional Clauses: None

6.2.6 Beyond Economic Repair and Beyond Physical Repair

Status: Core

Purpose: To define the requirements for Maintenance activity regarding Repairable Items that have been damaged, are worn out, or have suffered such significant failure that they may no longer be economical to repair or be able to be physically repaired.

Policy: **Maritime** *NAVSUPMAN 10*
Land *Electronic Supply Chain Manual*
Aerospace *AAP3530.002, Salvage, Conversion and Disposal of Stores;*

AAP3031.001, *RAAF Equipment Accounting Procedures*; and/or
 AAP7001.042-1, *RAAF Maintenance System for Technical Equipment*.

Guidance: The conditions to determine whether or not a Repairable Item should be considered economical to repair will vary from one Service or Product to another. Drafters should check the definitions for Beyond Economic Repair and Beyond Physical Repair in the Glossary to confirm that they are suitable. For example, these definitions may need to include the Service-specific or environment-specific criteria for making the determination as to Beyond Economic Repair or Beyond Physical Repair. Alternatively, these criteria can be incorporated into this clause. Finally, drafters need to be mindful that repair may deliver a reduced Repairable Item life (ie, the MTBF may be less after repair than before repair), and this needs to be considered in any Beyond Economic Repair calculation.

Related Clauses/Documents:

DSD-SUP-SERV, Supply Support Services (Disposals clause)

Optional Clauses: None

6.2.7 Maintenance Investigations

Status: Optional

Purpose: To enable Maintenance investigations to be undertaken, as and when required, in support of Maintenance activities.

Policy: TBD

Guidance: Maintenance investigations and reporting are essential for systems with complex Maintenance requirements. Requirements for the investigation of Defects are included in ADF regulatory / assurance framework publications (eg, DASR M.A.202, Occurrence reporting). For consistency with Defence processes, drafters should insert references to Defence procedures that apply those requirements.

Following the Maintenance investigation, findings and issues uncovered in relation to the Defect may be referred for an engineering investigation, to be performed by the Contractor (under DSD-ENG-SERV), the Commonwealth, or a third party.

Related Clauses/Documents:

DSD-ENG-SERV, Routine Engineering Services (Engineering Investigations clause)

Optional Clauses: None

1.1.1 Maintenance Assurance Services

Status: Optional. Applicable to aerospace contracts when the Contractor is to provide support to the Continuing Airworthiness Manager (CAM) by monitoring and then reporting on the Contractor's Maintenance activities, as part of continuing airworthiness assurance.

Purpose: To require the Contractor to perform surveillance and assurance of Contractor Maintenance functions, in support of the CAM's continuing airworthiness program.

Policy: DASR M, *Continuing Airworthiness Management*

Guidance: Optional clauses (below) have been drafted for continuing airworthiness. These clauses may be adapted for seaworthiness or Land materiel safety assurance if similar assurance monitoring and reporting obligations apply.

If required, the heading (above) and optional clauses (below) may be copied to the DSD and tailored (note: add to the end of the DSD to avoid cross-reference errors). The list of functions under clause 1.1.1.5 must be aligned to the scope of the Maintenance Services; for example, if the Services include pre-flight (before flight) Maintenance.

Specific Continuing Airworthiness Management Organisation (CAMO) procedures for DASR Part M are generally written for the aircraft type and, as a result, cross-references to instructions / Quality Management System (QMS) procedures need to be inserted. These procedures must be accessible by the Contractor. For further guidance, seek advice from the CAM and/or the DASA.

Related Clauses: See 'Airworthiness Reviews' below.

Optional Clauses:

- 1.1.1.1** The Contractor acknowledges:
- a. the need for compliance with continuing airworthiness requirements in order to ensure the safe operation of the [...INSERT FLEET / WEAPON SYSTEM...];
 - b. that DASR Part M defines requirements for continuing airworthiness management and the creation of the Commonwealth Continuing Airworthiness Manager (CAM) role within a DASA-approved Continuing Airworthiness Management Organisation (CAMO); and
 - c. that the CAMO is, and at all times remains, accountable for all continuing airworthiness management tasks to be performed in accordance with DASR Part M.
- 1.1.1.2** The Contractor shall, on behalf of the Commonwealth Representative, provide Maintenance assurance Services to the CAM by monitoring the management and recording of Maintenance activities performed by the Contractor and Subcontractors, to ensure compliance with the DASR Part M, *Continuing Airworthiness Management*, and related CAMO requirements identified under this clause 1.1.1.
- 1.1.1.3** Unless otherwise agreed by the Commonwealth Representative, Contractor Personnel performing Maintenance assurance Services shall be independent reviewers, having not been involved in performing the individual tasks that they review.
- 1.1.1.4** Contractor Personnel performing Maintenance assurance Services shall perform Maintenance assurance Services in accordance with the Approved MMP, and the [...INSERT NAME OF QMS ...] Quality Management System (QMS) assurance procedures for DASR Part M, as identified in clause 1.1.1.5.
- 1.1.1.5** Contractor Personnel performing Maintenance assurance Services shall monitor compliance of Maintenance Services with the continuing airworthiness requirements, and report to the CAM in relation to:

Note to drafters: Amend or delete, as applicable, the following subclauses to define the scope of assurance monitoring Services to be undertaken by the Contractor.

- a. the accomplishment of Maintenance in accordance with DASR M.A.201(g), DASR M.A.201(l), and [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...];
- b. the correct installation of operational and emergency equipment, and reporting to the operating organisation regarding the serviceable / unserviceable status of that role equipment in accordance with [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...], to enable the operating organisation to comply with DASR M.A.201(a)2;
- c. Contractor-performed pre-flight inspection accomplishment and recording, in accordance with DASR M.A.301(a)1, [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...] and the applicable aircraft manuals;
- d. the management, rectification and reporting of Defects or damage affecting the safe operation of aircraft, in accordance with DASR M.A.301(a)2, DASR M.A.708(b)6 and [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...];
- e. the conduct of Maintenance check flights, in accordance with DASR M.A.301(a)8 and [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...];
- f. the completion of each Certificate of Release to Services (CRS) in accordance with DASR M.A.801, DASR M.A.802 and [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...], for aircraft and for components, as applicable;

- g. the coordination of scheduled Maintenance in accordance with DASR M.A.708(b)8, M.A.710(a)7 and [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...], including the application of Airworthiness Directives, the replacement of service life limited parts, and component inspection requirements;
- h. the implementation of Airworthiness Directives, including operational directives, in accordance with DASR M.A.301(a)5 and [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...]; and
- i. modifications, repairs and mandatory inspections being performed in accordance with DASR M.A.301(a)6, DASR M.A.304 and [...INSERT CAMO-SPECIFIC INSTRUCTION / PROCEDURE...].

1.1.2 Airworthiness Reviews

Status: Optional. Applicable to aerospace contracts when the Contractor is to provide support to the CAM in the preparation for and the conduct of airworthiness reviews.

Purpose: To require the Contractor to perform Maintenance surveillance and assurance functions to support the CAM to implement continuing airworthiness requirements.

Policy: DASR M.A.710, *Airworthiness review*
DASR M.A.901, *Aircraft airworthiness review*

Guidance: Optional clauses (below) have been drafted for continuing airworthiness. These clauses may be adapted for seaworthiness and Land materiel safety assurance if system-by-system reviews of Maintenance and related activities (for each ship / vehicle, etc, in a class / fleet) are required.

If required, the heading (above) and optional clauses (below) may be copied to the DSD and tailored (note: add to the end of the DSD to avoid cross-reference errors).

Support for airworthiness reviews may be conducted as a Recurring Service if the scope of Contractor work is adequately defined. Hence, the note to tenderers should be amended if required. If the Contractor's role is clearly described in the CAMO QMS procedure / standing instructions, then the second clause (in the option box) will not be required. If the Contractor's role is not clearly separated from other organisations, the clause in the option box should be included and tailored. Alternatively, a clause may be inserted to state that 'Contractor support to airworthiness reviews shall be conducted as an S&Q Service'.

Related Clauses: See 'Maintenance Assurance Services' above.

Optional Clauses:

Note to tenderers: Airworthiness reviews will be conducted for each aircraft on an annual basis.

1.1.2.1 The Contractor shall, on behalf of the Commonwealth Representative, support the CAM in performing airworthiness reviews in accordance with DASR M.A.901 and [...INSERT CAMO INSTRUCTION / QMS PROCEDURE...].

Option: Include and tailor this clause if the Contractor's role in airworthiness reviews is not clearly separated from other organisations in the CAMO QMS procedures / instructions.

- 1.1.2.2** To support the CAM in performing each airworthiness review, the Contractor shall:
- a. review and summarise Maintenance and related data for each aircraft, in accordance with DASR M.A.710(a);
 - b. conduct physical surveys of each aircraft, in accordance with DASR M.A.710(b) and M.A.710(c); and
 - c. present the information collected in accordance with clauses 1.1.2.2a and 1.1.2.2b at the airworthiness review meeting.

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-MNT-MGT-V5.2**
2. **TITLE: REQUIREMENTS FOR THE MANAGEMENT OF MAINTENANCE SERVICES**
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 This DSD describes the generic management functions to be performed as part of the Maintenance of the Products identified at Annex A to the SOW. These functions are generally regulatory in nature, or are essential for the management of Maintenance functions and for maintaining Configuration Control of the Products during Maintenance.
4. **INTER-RELATIONSHIPS**
 - 4.1 This DSD forms part of the SOW.
 - 4.2 This DSD must be applied in conjunction with Maintenance Services defined in the Maintenance requirements of the SOW and related DSDs.
5. **APPLICABLE DOCUMENTS**
 - 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include references that are applicable to the management of Maintenance Services). Do not include reference to Defence policies unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

AAP 6734.001	<i>Defence Aviation Safety Manual</i>
AAP 8000.011	<i>Defence Aviation Safety Regulations (DASR)</i>
ANP3411-0101	<i>Naval Materiel Assurance Publication</i>
LMSM	<i>Land Materiel Safety Manual</i>
DEFLOGMAN Part 3	<i>Electronic Supply Chain Manual (ESCM)</i>

6. SERVICE DESCRIPTION**6.1 Introduction**

Note to drafters: Throughout this DSD, drafters are to insert the appropriate plan (eg, MMP or SSMP) to match the governing plan for Maintenance inserted in the body of the SOW.

6.1.1 Scope of DSD

Note to drafters: Amend the following clause to align with the required Maintenance Services.

6.1.1.1 The Contractor shall provide management of Maintenance Services, as described in this DSD and in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...], for the following types of Products listed in Annex A to the SOW:

- a. Mission System(s); and
- b. Repairable Items.

6.2 Services**6.2.1 Maintenance Management, Administration and Reporting**

Note to drafters: Insert the relevant references into the following clause for the applicable processes (eg, for recording of Maintenance actions, tracking serial numbered items, filling in technical logs / tracking cards, etc).

6.2.1.1 The Contractor shall undertake all Maintenance administrative actions necessary to ensure that the correct technical recording and reporting processes have been followed in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...] and, to the extent

applicable to the Maintenance Services, [...INSERT ADF REGULATORY / ASSURANCE FRAMEWORK PUBLICATION...].

Note to drafters: Maintenance documentation in the following two clauses include Maintenance logs, Maintenance forms, etc. The clauses may be amended if required to be more specific. Alternatively, 'Maintenance Documentation' could be added as a defined term in the Glossary and substituted in the two clauses below.

- 6.2.1.2** The Contractor shall update the Maintenance documentation for the Products specified in clause 6.1.1.1 in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...].
- 6.2.1.3** Unless otherwise defined in the Approved [...INSERT 'MMP' OR 'SSMP'...], the Contractor shall deliver the updated Maintenance documentation to the Commonwealth Representative when the Product to which the Maintenance documentation applies is returned into the Commonwealth's care, custody or control.
- 6.2.2 Maintenance Management System**
- 6.2.2.1** The Contractor shall use a Maintenance Management System, in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...] and:
- a. [...INSERT REGULATION OR REGULATORY / ASSURANCE FRAMEWORK PUBLICATION...]; and
 - b. [...INSERT REGULATION OR REGULATORY / ASSURANCE FRAMEWORK PUBLICATION...].
- 6.2.2.2** The Contractor shall use the Maintenance Management System for the Products specified in clause 6.1.1.1 to:
- a. maintain operating and Maintenance history, including failure data and failure trends;
 - b. forecast scheduled Maintenance arisings and provide notification to the Commonwealth Representative of Products approaching a scheduled Maintenance activity (ie, within servicing latitude);
 - c. provide reports on availability and servicing details;
 - d. maintain job records and progress sheets/cards;
 - e. reflect the location and movement of Products subject to Maintenance or modification incorporation (or both); and
 - f. record the modification status.
- 6.2.2.3** The Contractor shall ensure that Maintenance Services undertaken by Subcontractors, for the Products specified in clause 6.1.1.1, are entered into the Defence or Contractor Maintenance Management System, as applicable, for those functions identified in clause 6.2.2.2.

Note to drafters: Select from the following optional clauses A (including A-1 and A-2) or B, based on whether or not the Contractor will be provided with on-line access to a Defence Maintenance Management System. If a Contractor will be provided access, select clause A-1 and update the Attachment E if the system is provided for their exclusive use, or clause A-2 for shared use (shared with Defence staff or another contractor).

The note to tenderers below is included to advise tenderers of the forthcoming change to the Defence ERP System. If, as part of the Defence ERP System, the maintenance management / complex maintenance function will be available by OD, then the note to tenderers can be deleted and a reference to the Defence ERP System inserted where indicated.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years. References to the [...INSERT NAME OF SYSTEM...] below should be considered as references to the Defence ERP System, used to perform relevant functions.

Changes to the draft Contract, for the Defence ERP System, will be included in negotiations for any resultant Contract. If the relevant Defence ERP System functions have not been

implemented by ED, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.

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

Option A: For when the Contractor will be provided with on-line access to a Defence Maintenance Management System, the name of the system must be inserted into the applicable clauses below.

6.2.2.4 The Commonwealth shall provide the Contractor with on-line access to the Defence Maintenance Management System, [...INSERT NAME OF SYSTEM...], for the purposes of undertaking clause 6.2.2.1 for this Contract.

Option A-1: For when the Contractor will be provided with hardware and Software for a Defence Maintenance Management System.

6.2.2.5 The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS to support the use of [...INSERT NAME OF SYSTEM...], as detailed in Attachment E.

Option A-2: For when the Contractor will share access to a Defence Maintenance Management System.

6.2.2.6 The Commonwealth shall provide the Contractor with access to [...INSERT NUMBER...] of shared [...INSERT NAME OF SYSTEM...] terminals at [...INSERT LOCATION/TIME DETAILS...].

Option B: For when the Contractor will NOT be provided on-line access to a Defence Maintenance Management System and the Contractor will be required to implement a system with similar functionality. If applicable, a DID describing data and data transfer requirements may need to be developed, by the drafter, to enable data to be transferred to a Defence Maintenance Management System. In this situation, clause 6.2.2.9 should also be modified to incorporate the appropriate CDRL reference.

6.2.2.7 The Contractor shall implement a Maintenance Management System to meet the requirements of clause 6.2.2.1.

6.2.2.8 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access to the Contractor's Maintenance Management System for the Contract Term.

6.2.2.9 The Contractor shall develop, deliver and update Maintenance management, administration and reporting data, for entry into the Defence Maintenance Management System, in accordance with CDRL Line Number MNT-[...INSERT LINE NUMBER...].

Note to drafters: The times in the following clauses may be adjusted to meet the specific requirements for the Contract. Drafters should note that the phrase, 'unless otherwise allowed for in the Contract', provides flexibility for certain data, which may exceed the timeframes specified because of the associated requirements defined in the Contract. The second clause may be deleted if Surge is not applicable to the Contract.

Option: For when the information on the Maintenance Management System is time-critical.

6.2.2.10 Subject to clause 6.2.2.11 of this DSD and unless otherwise allowed for in the Contract, the Contractor shall ensure that the information on the Maintenance Management System for the Products specified in clause 6.1.1.1 is never more than 24 hours out-of-date.

6.2.2.11 During periods of Surge, the Contractor shall ensure that the information on the Maintenance Management System for the Products specified in clause 6.1.1.1 is never more than two hours out-of-date.

6.2.3 Scheduling

Note to drafters: If a Support Services Master Schedule is required by the SOW, then this schedule should be included in the following clause.

6.2.3.1 The Contractor shall prepare, maintain and deliver to the Commonwealth Representative, within the [...INSERT 'Support Services Master Schedule and the'...] Maintenance Management Plan, a schedule of planned Maintenance servicing, projecting future work

effort for a period of not less than one year, or until the end of the Term when that period is less than one year.

Note to drafters: If the Maintenance services (in DSD-MNT-SERV or other) do not include major servicings / overhauls, then delete the following clause.

6.2.3.2 The Contractor shall include in the schedule of planned Maintenance servicings, a schedule for each major servicing, including the incorporation of approved Modification Orders and Technical Instructions that are implemented during the servicing period.

6.2.4 Authority to Fit

Note to drafters: The following clauses are applicable where Maintenance of the Mission System and/ or the Support System Components are/ is subject to parts control requirements. The Applicable Reference in the following clause could be MILIS, ADAASS, the applicable IPBs, or other reference as defined by ADF regulatory / assurance framework requirements. The clause may also require restructuring if differing references are required to address the full scope of Mission System(s) and Repairable Items listed at Annex A to the SOW.

6.2.4.1 In accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...], the Contractor shall use [...INSERT APPLICABLE REFERENCE...], to determine the authority to fit a Repairable Item or a Non-Repairable Item to any of the Products specified in clause 6.1.1.1.

6.2.4.2 The Contractor acknowledges that identification of an Item by Commercial and Government Entity (CAGE) code and part number approved by the Original Equipment Manufacturer (OEM) only is not sufficient to determine authority to fit.

6.2.4.3 Replacement Non-Repairable Items, to be fitted to a Repairable Item, shall be:

- a. unused, except for situations which arise under Cannibalisation;
- b. a currently OEM approved CAGE code / part number combination, sourced from the OEM or a current OEM approved source of supply, except for situations which arise under Cannibalisation; and
- c. for Aeronautical Items, accompanied by a Certificate of Conformity prepared in accordance with Volume 5 Section 1 Chapter 4 of the *Electronic Supply Chain Manual*.

Note to drafters: The Applicable Reference in the following clause is the same as the one inserted into clause 6.2.4.1.

6.2.4.4 If the CAGE code / part number combination is currently OEM-approved, but the [...INSERT APPLICABLE REFERENCE...] has not yet been updated, such Items will be authorised for fit subject to the Contractor receiving Approval from the Commonwealth Representative (or authorised delegate). The Contractor shall not fit such Item until this Approval is received in writing.

6.2.5 Cannibalisation

Note to drafters: This clause is applicable if Maintenance Services, which are subject to parts control requirements, permit the Cannibalisation of serviceable Repairable Items or Non-Repairable Items from a system or higher-level Repairable Item in order to make another system available for operations. The Contractor has the flexibility to cannibalise Commonwealth assets it holds, in order to achieve system availability, subject to the requirements of this clause.

6.2.5.1 Unless otherwise directed in writing by the Commonwealth Representative, the Contractor shall undertake Cannibalisation (or “controlled parts exchange”) [...INSERT 'only during periods of Surge and' IF SURGE IS APPLICABLE...] only when a Repairable Item or Non-Repairable Item is urgently required to meet operational needs.

Note to drafters: Insert the relevant reference into the clause below.

6.2.5.2 The Contractor shall undertake Cannibalisation in accordance with [...INSERT REGULATORY / ASSURANCE DOCUMENT OR OTHER APPLICABLE REFERENCE...] and the Approved [...INSERT 'MMP' OR 'SSMP'...].

6.2.5.3 The Contractor shall ensure that Cannibalisation does not result in the equipment, from which the Repairable Item or Non-Repairable Item is taken, becoming Beyond Economic Repair.

- 6.2.5.4** The Contractor shall Verify the serviceability of the Cannibalised Repairable Item or Non-Repairable Item either prior to, or on, the installation of the Item.
- 6.2.5.5** For any equipment with a fatigue life data monitoring requirement, the Contractor shall seek written Approval from the Commonwealth Representative prior to the Cannibalisation of the equipment.
- 6.2.5.6** The Commonwealth Representative may, at any time, request the Contractor to Cannibalise equipment and/or parts from equipment held by the Contractor in order to meet operational needs. The Contractor shall use its best endeavours to satisfy the request for Cannibalised Repairable Items or Non-Repairable Items.
- 6.2.5.7** As Cannibalisation constitutes a change in location of an Item, the Contractor shall record the movement of each Repairable Item or Non-Repairable Item, which has been Cannibalised by the Contractor, via the Maintenance Management System.
- 6.2.5.8** Subject to clause 6.2.5.8, the Contractor shall undertake Cannibalisation pursuant to this clause 6.2.5 as an S&Q Service.
- 6.2.5.9** If the Cannibalisation requirement arises due to a Contractor shortfall, the Contractor shall undertake the Cannibalisation at no additional cost to the Commonwealth.

Note to drafters: *The Maintenance Management System in the following option is to be consistent with clause 6.2.2, or modified accordingly where a system is not specified (Option B of 6.2.2). Alternatively, if a different method of notifying the Contractor is to be used, the clause should be modified accordingly.*

The note to tenderers below is included to advise tenderers of the transition to the Defence ERP System. If, the required Defence ERP System functions will be available before OD (for exchanging maintenance-related notices), then the note to tenderers can be deleted and a reference to the Defence ERP System inserted where indicated.

Note to tenderers: *The Defence ERP System will replace existing Defence information systems over a number of years. Refer to the note to tenderers above clause of 6.2.2 for further details.*

Option: *For when the Commonwealth is performing Maintenance, and Cannibalisation by the Commonwealth could be a requirement, to maintain system availability.*

- 6.2.5.10** The Commonwealth may, at its discretion and without varying the obligations of the Contractor, carry out Cannibalisation from time to time to maintain system availability. The Commonwealth will notify the Contractor of such activities through the [...INSERT NAME OF SYSTEM...].

6.2.6 Beyond Economic Repair and Beyond Physical Repair

- 6.2.6.1** The Contractor shall notify the Commonwealth Representative, in writing, of Repairable Items that it regards as being either Beyond Economic Repair or Beyond Physical Repair. Such notices shall include:
- a. the rationale for assessing that the Repairable Item is either Beyond Economic Repair or Beyond Physical Repair;
 - b. for Repairable Items assessed as Beyond Economic Repair, a comparison of repair and replacement costs;
 - c. risks associated with repairing the Repairable Item (such as non-availability of components);
 - d. risks associated with not repairing the Repairable Item (such as insufficient spares quantities for life of type); and
 - e. a recommended course of action.
- 6.2.6.2** All Commonwealth-owned Repairable Items, which are assessed as either Beyond Economic Repair or Beyond Physical Repair, shall remain the property of the Commonwealth.

- 6.2.6.3** The Commonwealth Representative shall advise the Contractor within 15 Working Days of receipt of the notice, or such other time as agreed between the parties, of whether it requires that the Contractor:
- repair the Repairable Item;
 - disassemble the unserviceable Repairable Item to recover components;
 - dispose of the unserviceable Repairable Item in accordance with the provisions of DSD-SUP-SERV; or
 - hold the Repairable Item pending further investigation.
- 6.2.6.4** The Contractor shall comply with the Commonwealth Representative's determination at clause 6.2.6.3 within the time period stipulated by the Commonwealth Representative.
- 6.2.7 Maintenance Investigations**
- 6.2.7.1** The Contractor shall investigate and report on any Defects in Non-Repairable Items and any of the Products specified in clause 6.1.1.1, which are identified during system operation (eg, operator's occurrence report) or Contractor-performed or Commonwealth-performed Maintenance, in accordance with the Approved [...INSERT 'MMP' OR 'SSMP'...] and [...INSERT INSTRUCTION / PROCEDURE OR ASSURANCE REQUIREMENT...].
- 6.2.7.2** The Contractor's investigation of Defects pursuant to clause 6.2.7.1 shall determine:
- the nature of the Defect;
 - likely causes;
 - safety, mission or other implications likely to result from the Defect; and
 - the need for further engineering investigation.
- 6.2.7.3** Without limiting clause 12.4 of the SOW, if Defects identified during the conduct of Maintenance Services have safety implications for either Commonwealth Personnel or other persons, the Contractor shall immediately inform the Commonwealth Representative of the nature of the Defect and whether or not the safety implications apply to other in-service systems or equipment.
- 6.2.7.4** The Contractor shall investigate and immediately report on any Maintenance Incidents that occur during the conduct of Maintenance Services, where these Maintenance Incidents have implications for Commonwealth-performed Maintenance, including incidents that have resulted in, or have the potential to result in:
- subject to SOW clause 12.4, injury to Commonwealth Personnel or other persons;
 - damage to equipment or Facilities or both;
 - a premature Failure of equipment, which is not immediately attributable to a material Defect; or
 - some combination of subclauses a to c above.
- 6.2.7.5** The Contractor shall undertake Maintenance research as required and defined by the Commonwealth Representative, including:
- reviewing Maintenance procedures;
 - trailing new fault finding methods; or
 - other research as required by the Commonwealth Representative.
- 6.2.7.6** Except where the Maintenance research under clause 6.2.7.5 is required to satisfy an ADF regulatory / assurance framework requirement and/or to address a safety issue, the Contractor shall undertake the required Maintenance research as an S&Q Service.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)**SECTION 1: GUIDANCE FOR DSD-MNT-SA****(SYSTEM ADMINISTRATION SERVICES)**

<u>Status:</u>	Optional, required for contracts that include the administration of Information and Communications Technology (ICT) Systems.
<u>Purpose:</u>	Refer to Description and Intended Use.
<u>Policy:</u>	Refer to individual clauses.
<u>Guidance:</u>	Drafters are to further develop this DSD to suit their requirements for the provision of Services for the administration of their particular ICT System(s) and associated Software Products.

An ICT System is any system whose primary function is to acquire, process, store, and disseminate information. An ICT System may be an administrative IT system or an operational capability, such as a surveillance system, a command-and-control system, a bespoke maintenance management system, a communications system, or some combination of all of these. If, from the perspective of the Contract, the ICT System is the primary set of Products Being Supported, then the ICT System should be treated as a Mission System and listed in section 1 of SOW Annex A. Alternatively, if the ICT System provides a support role for other Products Being Supported under the Contract (eg, a mission planning system or bespoke maintenance management system supporting a platform), then the ICT System is more likely to be treated as part of the Support System in SOW Annex A. The determination should be dependent upon the way in which the ICT System is to be managed – will the ICT System be the focus of the planning, Services, reporting, regulations and performance management under the Contract, or will that level of attention be given to a different set of Products that the ICT System supports?

This DSD may be used in conjunction with other DSDs. For example, help desk Services (described in DSD-OPS-HLPDSK) are often inter-related with system administration when the scope of the Contract includes both. Software support (in accordance with DSD-ENG-SW and DSD-ENG-SERV) will also inter-relate with this DSD when a Contract includes on-going Software development and the roll-out of Software changes. Maintenance Services for related hardware (in accordance with DSD-MNT-SERV) may also apply.

Where this DSD is used in conjunction with either or both of DSD-OPS-HLPDSK and DSD-ENG-SW, drafters may find it necessary to relocate clauses between DSDs, in order to better align the Services with expectations for how they will be managed and provided (eg, where it is anticipated that the help desk operators will also perform a number of systems administration tasks). Additionally, if only one or two clauses from one of the other DSDs is required, then they may be transferred to this DSD instead of including the other DSD in the draft Contract.

CASG and defence Digital Group (DDG) have different frameworks for defining ICT and Software support, principally due to the general differences in the nature and life-cycle of the Products that each agency manages. For CASG, support for Materiel Systems is organised and aligned to the Support System Constituent Capabilities (SSCCs), whereas DDR uses an Information Technology Infrastructure Library (ITIL) service management framework. As CASG-supported ICT Systems may be linked to DDR infrastructure, the DDR support philosophy needs to be taken into account.

Related Clauses/Documents:

Refer to individual clauses

Optional Clauses: Refer to individual clauses

4 INTER-RELATIONSHIPS

Status: Core

Purpose: To identify the principle inter-related sections of the SOW, including other DSDs.

Policy: Nil

Guidance: Clause 4 should be updated to reflect the inter-related DSDs that are included in the draft Contract by tailoring clauses 4.2 to 4.5.

DSDs primarily related to ICT Systems (or just Software) are DSD-OPS-HLPDSK, DSD-ENG-SW, and this DSD. Depending on the scope of the Services, not all DSDs may be needed. In some cases, if only one or two clauses are required from one of these DSDs, it may be more efficient for management purposes to transfer the required clauses into another DSD and not use the source DSD. In other cases, drafters may find it more suitable to relocate clauses from one DSD to another, in order to better align the grouping of Services with expectations for how they will be managed and provided by the Contractor.

Related Clauses/ Documents:

DSD-OPS-HLPDSK for the provision of help desk Services

DSD-ENG-SW for the provision of Software support Services, including Software changes

DSD-MNT-MGT and DSD-MNT-SERV for the management and maintenance of ICT Systems hardware

Optional Clauses: None.

6.1.1 Scope of DSD

Status: Core

Purpose: To identify the Products Being Supported by systems administration Services.

Policy: Nil

Guidance: Drafters must ensure that each ICT System and/or the associated Software Products are appropriately incorporated into Annex A to the SOW. Applicable tables in Annex A allow for the listing of ICT Systems that are either Mission Systems or Support System RIs.

Related Clauses/Documents:

All other clauses in this DSD.

SOW Annex A, List of Products Being Supported

Optional Clauses: None

6.2.1 System Administration Planning

Status: Core

Purpose: To identify the governing plans and references applicable to system administration Services.

Policy: DSPF Principle 20

Guidance: Drafters must insert applicable references for managing systems administration into clause 6.2.1.1, where indicated. Applicable ICT Systems may need to be operated and supported in accordance with various Defence plans, Approved Contractor plans and related Standard Operating Procedures. This clause requires that systems administration services be undertaken in accordance with the listed plans, procedures, etc.

Drafters should refer to DSPF Principle 20, COC clause 11.10, SOW clause 3.14, and the guidance for those clauses, regarding the need for security plans and procedures that apply to systems administration Services.

Depending upon the nature of the Contract, the Maintenance Management Plan (MMP) may be an appropriate management plan for defining and scheduling systems administration tasks. If using the MMP is not appropriate, an ICT System-specific plan may be required. This would require a DID to be developed by the drafter, a clause for that data item to be added to this clause, and an appropriate CDRL entry drafted.

Drafters should amend the list of documents under clause 6.2.1.1 and review the remaining clauses for consistency with Contract requirements. In most cases these follow-on clauses can be retained without change.

Related Clauses/Documents:

COC clause 11.10, Defence Security
 Draft SOW clause 3.13, Defence Security Compliance
 Draft SOW clause 6.1, Maintenance Support Management Planning
 DID-MNT-MMP, Maintenance Management Plan

Optional Clauses: None

6.2.2 Service Delivery Locations and Hours

Status: Optional

Purpose: To define the hours of operation and location requirements for Service delivery, when the Contract requires an actual physical presence at one or more locations.

Policy: TBD

Guidance: This clause is optional. If there is no requirement for the Services to be undertaken by the Contractor having a physical presence at particular sites and if there is no need to specify hours of Service delivery (eg, if addressed through assigned priorities or in response to events), then the heading should be retained and all clauses replaced with a single 'Not used'.

The clause includes two initial options to either define Service delivery locations (Option A), or to state that no specific location is required (Option B) (ie, in cases where the ICT System can be administered remotely but clause 6.2.2 is required to define operating hours). When required, the subclauses under Option A should list the locations where system administration Services for the ICT System(s) and associated Software Products are known to require the physical presence of the system administrator(s). The drafter should check that this is consistent with the description of the ICT System(s) in Annex A to the SOW, or further develop this clause.

If an on-going physical presence is not required, then Option B should be chosen. In some cases, suitable access provisions may be needed if the Contractor's systems administration staff will need to occasionally work on ICT Systems located at Commonwealth Premises.

If system administration is required for a set number of hours per day, then clause 6.2.2.3 is used to identify the 'standard hours' of system administration support at each location. If different locations require different 'standard hours' (eg, one location may require a 24/7 presence while support at another location may only be required from 08:00hrs to 17:00hrs on Working Days) then clause 6.2.2.3 may be substituted with the optional clauses below (when tailored appropriately). Defining the hours per day should be consistent with any related Rate of Effort description in the SOW and, where the systems administration Services also support a help desk, DSD-OPS-HLPDSK.

The final option, clause 6.2.2.4, should be included if a call-out capability (eg, by escalation of a service request from the help desk) is required. This would be used to resolve high-priority incidents when the 'standard hours' are not 24/7. If no call-out capability is required, then the optional clause should be deleted.

Related Clauses/Documents:

COC clause 11.10, Defence Security
 Draft SOW clause 2.2, Rate of Effort
 DSD-OPS-HLPDSK

Optional Clauses:

Note to drafters: Copy to clause 6.2.2.3 and amend as required.

The Contractor shall provide Services for the system administration of the ICT System(s), identified at clause 6.1.1.1, at the following locations for the designated times ('standard hours'):

Note to drafters: Insert list of applicable locations and standard hours of support.

- a. [... DRAFTER TO INSERT LOCATION ...] between [...INSERT TIME...] and [...INSERT TIME...] Eastern Standard Time / Eastern Summer Time, as applicable; and
- b. [... DRAFTER TO INSERT LOCATION ...] between [...INSERT TIME...] and [...INSERT TIME...] Central Standard Time.

6.2.3 Access Administration

Status: Optional

Purpose: To define the Services for granting access to the ICT System(s) and associated Services for authorised users, while restricting access by non-authorised users.

Policy: TBD

Guidance: This clause is optional and may not be required if the Commonwealth is administering user access itself or through a separate contract for common ICT Services. If this role is to be performed by a Contractor help desk, then this clause may be transferred to DSD-OPS-HLPDSK. If not required (or if transferred), the heading should be retained and the clauses replaced with a single 'Not used'.

Drafters should insert, in subclause 6.2.3.1a, a description of the users that will be permitted to access the ICT System. The description of system users in clause 6.2.1.1 of DSD-OPS-HLPDSK provides an example for an expanded list of users. If the list of users is the same as the help desk, subclause 6.2.3.1a may cross-reference clause 6.2.1.1 of DSD-OPS-HLPDSK.

For ICT Systems with many users, it is often impractical for the Commonwealth Representative to individually approve all user and group account access requests. Subclause 6.2.3.1b identifies that, in general, other persons are authorised to submit these requests – an example 'the authorising officer for each user group' is given; however, this description may be amended where a more specific job title or designation is known (eg, 'XYZ system workgroup coordinators' or 'XYZ system local site administrators').

Clause 6.2.3.2 lists typical user access administration task requirements. Additional requirements specific to the ICT System(s), components, or specific Software applications (or for other related Services) may be detailed by including them in this clause where indicated. Services to consider, which the drafter may wish to convert to specific clauses, include those listed as optional clauses below.

Drafters should consider the times for actioning routine and urgent access requests and include these in clauses 6.2.3.3 and 6.2.3.4. Optional clause 6.2.3.5 should be included when account access can be requested through help desk Services, with the service request resolution times identified in DSD-OPS-HLPDSK. Accordingly, clauses 6.2.3.3 and 6.2.3.4 should be consistent with the times at clause 6.2.6 of DSD-OPS-HLDSK.

In the final subclause, any additional account access and management Services requirements, which are not covered in the preceding subclauses, can be added. If not required, then this place-holder clause should be deleted.

Related Clauses/Documents:

DSD-OPS-HLPDSK

Optional Clauses:

Note to drafters: Copy to clause 6.2.3.2 and amend as required.

- a. provide users within designated groups with access to group resources and common data that is only available to members of that group;
- b. provide designated users (eg, workgroup coordinators) with administrative control over user access to group resources and common data that is available to members of their workgroup;
- c. monitor user access to Software applications with concurrent user licences, and confirm with the user that continued access is required if the user has not accessed that application within [...INSERT NUMBER...] months;
- d. issue hardware and/or Software (eg, 'dongles' or 'tokens') to individual users to enable access to the ICT System(s); and
- e. recall hardware and Software (eg, 'dongles' or 'tokens') from individual users once the requirement for access has concluded.

6.2.4 System Event Monitoring

Status: Optional

Purpose: The purpose of this clause is to include requirements for the monitoring of the ICT System(s) to identify a need for action based on detectable user and system behaviour and conditions. The aim of such monitoring is to identify the need for actions to resolve problem situations that occur prior to any impact on system users, and to identify and resolve problems that are already having an impact.

Policy: TBD

Guidance: This clause is optional. It provides for monitoring of the ICT System(s) to identify conditions representing system events. Recognition of such events can assist to identify the need for systems administration actions, system Maintenance, or other action. If these tasks will not be performed by the Contractor (eg, because a separate help desk or Associated Party will), then the heading should be retained and the clauses replaced with a single 'Not used'.

If these Services are required, clause 6.2.4.1 requires that the Contractor acknowledge the objectives of monitoring (as identified in the purpose above).

The system to be used for monitoring could be a core part of the ICT System or an external system (via an interface). Clauses 6.2.4.2 to 6.2.4.5 are optional clauses, used to identify the type of access provided to the monitoring system. Option A is for those ICT Systems where the monitoring system is either a separate system or a relatively discrete subsystem (ie, separate hardware) that interfaces with the primary ICT System in order to monitor system events and performance. If this option applies, (and Option B is deleted) drafters will need to select from sub-options (A-1) for when the Contractor has exclusive use, or (A-2) for shared access to the monitoring system (eg, the monitoring system is part of a larger system that monitors several other ICT Systems, some being supported by other contractors). Depending upon the sub-option selected, access to the monitoring system will require Government Furnished Equipment (GFE) and/or Government Furnished Services (GFS) and Attachment E must be updated accordingly.

If the monitoring system is fully embedded within the ICT System, then Option B should be chosen (and Option A deleted). In this instance it is assumed that the

Contractor has access to the monitoring system as part of their access to the ICT System as a whole.

The system events to be monitored are organised into three groups; informational, warnings and exception events. Drafters should review the three sub-lists under clause 6.2.4.6, and amend the lists to suit the needs of the Contract and nature of the ICT System or Software Products. Additional requirements for monitoring may be added to these lists. Specific Services to consider, which the drafter may wish to convert to subclauses, include those listed as optional clauses below. Importantly, there should be a purpose for monitoring each type of system event listed. The measurement and recording process should also be automated, as much as possible, to avoid driving up the cost of the Contract.

System events are typically correlated to help to identify an underlying condition. The effectiveness of correlation can reduce false alarms and improve the effectiveness of corrective actions. Clause 6.2.4.7 requires the Contractor to consider the results of system event monitoring in order to help determine when further action must be taken in accordance with clause 6.2.4.8. Drafters should amend the subclause list for the criteria against which system events are checked.

Finally, clause 6.2.4.9 requires the Contractor to notify the Commonwealth if one or more system events will have a significant adverse impact and cannot be resolved within the timeframes given in clause 6.2.9 (which may refer the DSD-OPS-HLPDSK).

Related Clauses/Documents:

Attachment E, GFM and GFS

Optional Clauses:

Note to drafters: When suitable, copy desired events and parameters from the list below to clause 6.2.6 and amend as required.

- a. system utilisation, measured in terms of [...XYZ parameter...], logged at five minute intervals throughout the day;
- b. hardware operating temperature, for components equipped with thermal sensors, logged at five minute intervals throughout the day;
- c. changes to user access permissions implemented by [...Commonwealth workgroup coordinators / local site administrators...];
- d. processor utilisation of the ICT System servers;
- e. usage, or attempted usage, of unauthorised Software or file types; and
- f. the effectiveness of security features, including virus detection, virus protection events and other system security events.

6.2.5 Software Monitoring Services

Status: Optional

Purpose: To identify the availability of Software Updates from the OEM(s) and/or vendor(s).

Policy: TBD

Guidance: This clause requires the Contractor to monitor the availability of Software Updates from OEMs and/or vendors, as applicable. This may require monitoring OEM websites for Software Product updates and releases, or registering to be informed of such updates. If these tasks will not be performed by the Contractor, then the heading should be retained and the clauses replaced with a single 'Not used'.

If this Service is required, the drafter needs to identify the Software Products for which the Contract will have these responsibilities and include these in SOW Annex A. Clause 6.2.5.1 cross-refers to the applicable Software Products in Annex A, while clause 6.2.5.2 requires the Contractor to monitor for the availability of updates. Subsequent optional clauses then deal with the incorporation of updates.

Incorporation of a Software Update may require an install script with appropriate parameters defined (eg, install location) and removal of the previous version, thereby creating a configuration change. A change may also require compatibility testing. Accordingly, a Software Change Request must be raised, whether or not the Contractor provides Software support Services, if an Associated Party develops the install scripts, or if the Software can be installed directly under clause 6.2.6.

Where the Contractor is providing Software support Services using DSD-ENG-SW, Option B should be chosen for the Software changes to be managed under that DSD; otherwise, Option A should be chosen so that a Software Change Request is raised and provided to the Commonwealth for further action.

In those circumstances where some Software Products will be supported by the Contractor and others will not, Option C provides an alternative clause. For this option, SOW Annex A needs to clearly identify the Contractor's responsibility regarding Software changes of various Software Products.

Options A and C both refer to a Software Change Request. Software Change Request requirements are to be included by the drafter in DID-CM-MGT-ECP, which includes both Engineering Change Proposals and Software Change Proposals.

Related Clauses/Documents:

Clause 6.2.8, Maintenance of System Records
 COC clause 5, Technical Data, Software and Contract Material
 Annex A to the SOW, Products Being Supported
 DSD-ENG-SW, for analysis of Software Change Requests
 DID-CM-MGT-ECP, which is used to define Software Change Request content

Optional Clauses: None

6.2.6 Implementation of Software Updates

Status: Optional

Purpose: To require the Contractor to implement Approved Software Updates.

Policy: Nil

Guidance: A common function of system administration Services is to implement (including the installation of) Software Updates, such as OEM updates identified through Software monitoring services (clause 6.2.5), once the applicable Software Update has been Approved. If the Contractor will not be required to implement Software Updates (ie, they are performed by another party), then the heading should be retained and the clauses replaced with a single 'Not used'.

This clause includes two options. Firstly, where the Contractor is also responsible for developing Software changes under DSD-ENG-SW, Option A cross references to that DSD for the Software Update to be implemented as part of a Minor Change or Major Change to the Software Products.

Option B should be included when the Contractor will not be developing Software changes. For example, because these are performed by another party or because the Commonwealth will process Software Change Requests to incorporate OEM-sourced Software Updates.

Related Clauses/Documents:

Clause 6.2.8, Maintenance of System Records, for recording the implementation of Software Updates and related application kits and scripts
 DSD-ENG-SW, for the management of Software Change Requests

Optional Clauses: None

6.2.7 Software Licence Management

<u>Status:</u>	Optional
<u>Purpose:</u>	To require the Contractor to manage Software licences and their allocation to users or hardware Products, as applicable.
<u>Policy:</u>	TBD
<u>Guidance:</u>	This clause is for use if the Contractor is to manage Software licences and record the allocation of Software licences to users or hardware installations. If these tasks will not be performed by the Contractor then the heading should be retained and the clauses replaced with a single 'Not used'.

Clause 6.2.7.1 requires the Contractor to track the distribution and use of licences for which they are given responsibility to manage. This is particularly important where the number of installations or concurrent users is limited. Even in cases of corporate licences (unlimited users), such monitoring is useful to confirm that this form of licencing remains cost-effective. If not required, the clause can be deleted.

Clause 6.2.7.2 requires the Contractor to monitor any Software Products that are subject to subscription licencing (ie, Software that will only function for the period of a licence) to ensure that any required action is taken in time to avoid a gap in availability. If there are no subscription licences, the clause can be deleted.

Clause 6.2.7.3 requires the Contractor to maintain records of Software licences. The subclause list should be reviewed by the drafter and updated, where necessary, to ensure that the listed items address the Contract's needs.

Drafters must ensure that SOW Annex A correctly annotates the Software Products for which the Contractor will have responsibility for managing licences – SOW Annex A may require further development (eg, an additional column in a table) to identify where this requirement is applied when this is not the same as the Contractor's general Software responsibilities. The drafter should also review the standard licence management tasks and amend if required.

Related Clauses/Documents:

Clause 6.2.8, Maintenance of System Records
 COC clause 5, Technical Data, Software and Contract Material
 Annex A to the SOW, Products Being Supported

Optional Clauses: None

6.2.8 Maintenance of System Records

<u>Status:</u>	Optional
<u>Purpose:</u>	To require the Contractor to record details for Software applications, application (installation) kits and scripted installation procedures.
<u>Policy:</u>	TBD
<u>Guidance:</u>	This clause is divided into three groups of subclauses, namely: <ol style="list-style-type: none"> a. the first group (clauses 6.2.8.1 to 6.2.8.3), which addresses Configuration Management (CM) responsibilities for the ICT System(s); b. the second group (clauses 6.2.8.4 to 6.2.8.8), which includes options for identifying the applicable recording system; and c. the third group (clauses 6.2.8.9 to 6.2.8.12), which are used to identify the details to be recorded for applications, application kits, scripted installation procedures, and their distribution.

If these tasks will not be performed by the Contractor, then the heading should be retained and the clauses replaced with a single 'Not used'. If the Software Products are of a nature where either application kits or scripted installation will not be

necessary, then the applicable subclauses can be deleted and clause 6.2.8.12 amended accordingly.

System records should be a component of CM records, and much of the required information, identified under clauses 6.2.8.9 to 6.2.8.12, may already be captured by the Configuration Status Accounting (CSA) system for the ICT System(s). As such, the first set of optional clauses identifies who has responsibility for managing the configuration of the ICT System(s). If the Contractor has this responsibility under the Contract, then drafters should select Option B; otherwise, select Option A for the Contractor to provide the requisite information to the responsible party (ie, Commonwealth or an Associated Party).

The second group of clauses addresses the record-keeping system or 'tool', and are only relevant if the Contractor will not have CM responsibilities for the ICT System(s) and will not use the CSA system defined under DSD-ENG-CM to maintain the required system records identified by clauses 6.2.8.9 to 6.2.8.12. If both of these conditions are true, then clauses 6.2.8.4 to 6.2.8.8 are not required and should be deleted. If either of the conditions are not true, then clauses 6.2.8.4 to 6.2.8.8 enable the required record-keeping system to be identified. Drafters should select either Option A, for a Commonwealth record-keeping system with sub-options for hardware provided by the Commonwealth or for shared resources, or Option B for the Contractor to use their own record-keeping system.

The third group of clauses (ie, clauses 6.2.8.9 to 6.2.8.12) list the system details to be recorded. Where the Contractor will have CM responsibilities and will use the CSA system defined under DSD-ENG-CM to maintain the required system records, drafters should ensure that any additional requirements included here do not conflict or duplicate the records required to be maintained by the Contractor as part of CM Services. Where additional detail is required, drafters should amend the draft clauses to include the required fields. The types of system records that might need to be managed (as addressed by the four clauses) include:

- a. application records,
- b. application kit records,
- c. installation script records, and
- d. distribution records for the above.

Related Clauses/Documents:

Clause 6.2.7, Software Licence Management, which includes requirements for recording the licence details for each application

DSD-ENG-CM, which defines requirements for the CSA system

Draft SOW clause 3.6, Co-ordination and Co-operation, for when information is passed to another party to perform CM

Optional Clauses: None

6.2.9 Failure Resolution

Status: Core

Purpose: To define the nature of system administration Services that the Contractor is required to undertake for restoring ICT System functions to users.

Policy: TBD

Guidance: Specific requirements for resolving Failures within the identified ICT System(s) should be detailed within this clause. These requirements could vary considerably from one contract to another, depending upon the scope of Services to be performed under the Contract and the activities that are allocated to other parties (eg, whether the Contract also includes help desk Services and if the ICT System is dependent upon hardware Maintenance provided by another party).

Clause 6.2.9.1 lists the types of Failure resolution activities to be provided as system administration Services, including the requirement to transfer responsibility for Failure resolution to a Software change activity while implementing a work around solution. Drafters should tailor this list for their Contract's individual requirements. The initial requirements listed under clause 6.2.9.1 are based on Services described in the preceding clauses and clause 6.2.10, while the latter requirements in the list refer to hardware Maintenance and to Software support (eg, for resolution of Failures via Software change) addressed by other DSDs. When Services for Software Maintenance not involving Software change are included in the Contract, drafters need to ensure that there is no overlap or conflict with clause 6.2.10.

For Failures that will be resolved via hardware Maintenance, the default clause (6.2.9.1g) refers to DSD-MNT-MGT and DSD-MNT-SERV. For particular ICT Systems (eg, command-and-control systems or surveillance systems), hardware Maintenance will require the detailed management and work provisions that are defined in these DSDs, particularly when working under an ADF regulatory / assurance framework. For other ICT System(s) (eg, an administrative IT system), the DSD-MNT-MGT and DSD-MNT-SERV templates may not be appropriate. For these types of systems, based on COTS hardware and Software, the drafter will need to develop applicable clauses for inclusion within this DSD or a stand-alone DSD for ICT Systems hardware Maintenance. Services to consider, which the drafter may wish to convert to specific clauses, include:

- a. determination of the cause of ICT System problems, faults, outages, and degraded performance;
- b. replacement of failed hardware components and modules;
- c. periodic hardware replacement programs;
- d. recommending configuration, resource or work practice changes in order to enhance performance; and
- e. liaison with specific OEMs, Software suppliers, and Software support organisations regarding any ICT System problems that are beyond the Contractor's organic capabilities to resolve.

For Failures that will be resolved by a Software change, the default clause (6.2.9.1h) refers to subsequent clauses that initiate the Software change process while requiring a workaround solution to be implemented to temporarily resolve the Failure. Where Software change is included in the scope of the Services, clause 6.2.9.5 will refer to DSD-ENG-SW and both DSD-MNT-SA and DSD-ENG-SW must be tailored to ensure that the full scope of Services to resolve Software-related Failures is captured either through these DSDs or by referral to an Associated Party (ie, where the Contractor isn't responsible for those Software changes).

Clause 6.2.9.2 identifies that the required resolution times for Failures not involving a Software change are defined in DSD-OPS-HLPDSK by the service request resolution times. The service request resolution times in DSD-OPS-HLPDSK need to be consistent with what can realistically be achieved when system administration tasks, included in this clause 6.2.9, are required to resolve Failures.

Note that service requests managed under DSD-OPS-HLPDSK may be resolved even though the Failure that triggered the service request remains outstanding pending the development of a Software change. In this instance, a workaround can allow the service request to be 'resolved'; however, the long term solution may require a Software change implemented through DSD-ENG-SW, or by Associated Party or OEM update. This process may take several months and be scheduled in accordance with an individual Software Change Request or as part of a six-monthly or annual Software release program, as agreed by the CCB. Accordingly, under clause 6.2.9.2 the Commonwealth can agree to different Failure resolution times to those specified in DSD-OPS-HLPDSK (eg, in a related Software Change Proposal).

If the Contract does not include DSD-OPS-HLPDSK (eg, the Contractor provides system administration Services but there is a common corporate help desk not

included in the Contract), then drafters may need to insert Failure classification clauses using clause 6.2.4 from DSD-OPS-HLPDSK as a guide. Alternatively, Failure resolution times may be defined through Key Performance Indicators (KPIs) for the Contract (refer Attachment P).

For Failures that will be resolved via a Software change, drafters need to choose from the options in draft clauses 6.2.9.4, 6.2.9.5 and 6.2.9.6. Where the Contractor is providing Software support Services using DSD-ENG-SW, Option B should be chosen for Software changes to be managed under that DSD. Alternatively, Option A requires the Software Change Request to be raised and submitted to the Commonwealth, so it can then be passed to the Associated Party responsible for performing the Software change. In those circumstances where some Software Products will be supported by the Contractor and other Software Products will not be supported by the Contractor, Option C is used. For Option C, SOW Annex A must be tailored to ensure that the responsibility for Software change, for the various Software Products, is made clear.

Related Clauses/Documents:

Clause 6.2.3, Access Administration

Clause 6.2.4, System Event Monitoring

DSD-OPS-HLPDSK, DSD-ENG-SW, DSD-MNT-MGT and DSD-MNT-SERV

Annex A to the SOW, Products Being Supported

Attachment P, if Failure resolution is subject to a KPI

DID-ENG-MGT-ECP, which includes requirements for a Software Change Request

Optional Clauses: None

6.2.10 Software Maintenance Not Requiring Software Change

Status: Optional

Purpose: To require the Contractor to provide system administration Services that maintain the functionality of Software but which do not involve a Software change.

Policy: Nil

Guidance: Software Maintenance activities that do not require actual change to Software applications may be required to ensure the on-going functionality and smooth operation of the ICT System – these activities may be included in the Services under clause 6.2.10. Some Failures may also be avoided or resolved through the system administration tasks required under clause 6.2.10. If the Contract does not require Software Maintenance that does not require a Software change, then the heading should be retained and the clauses replaced with a single 'Not used'.

The clause has two main options; Option A, where all requirements are defined within the identified technical references (ie, listed against the ICT Systems and/or Software Products in listed SOW Annex A), and Option B, where additional details for Preventive, Corrective and Adaptive Maintenance can be inserted (through Options B-1, B-2 and B-3, respectively).

When Option A is chosen, the drafter must ensure that the appropriate technical references (which define the full nature and scope of the Services) are listed in SOW Annex A against the ICT System(s) and Software Products (or in Annex D where the entry in Annex A cross-references to Annex D). Applicable technical references may also need to be provided as GFI/GFD, and listed in Attachment E.

Option B is chosen if technical references in SOW Annex A do not accurately define all of the Software Maintenance Services required (ie, they define either greater or less scope than the Contractor's responsibilities). Depending on the scope of the required Services, any or all of Options B-1 to B-3 may be included in the draft Contract. Drafters then need to list the applicable Services under each of the selected options as follows:

- a. Option B-1 for Preventive Maintenance (not requiring Software change), including cleaning-up / deleting temporary files such as installation scripts that are no longer required, virus / malware scanning, etc.
- b. Option B-2 for Corrective Maintenance (not requiring Software change), including installation or reinstallation of application files.
- c. Option B-3 for Adaptive Maintenance (not requiring Software change), including the update of user and system configuration files.

Related Clauses/ Documents:

Clause 6.2.9, Failure Resolution

DSD-ENG-SW for Software Maintenance requiring Software change

Optional Clauses: None

6.2.11 Software Retirement

Status: Optional

Purpose: To require the Contractor to manage the retirement of Software Products and the transition of support arrangements between the old and any replacement Software Product.

Policy: TBA

Guidance: The retirement of Software can have support ramifications beyond that of the Software itself and therefore additional planning and consideration is required. This clause addresses the need for the Contractor to perform this additional planning and to keep users and other affected parties informed. If this clause is not required under the Contract, the heading should be retained and the clauses replaced with a single 'Not used'.

This clause should be used for the routine retirement of Software from the ICT System(s), such as the Software being replaced by new versions while the general functionality of the ICT System(s) is not affected. If the retirement of the Software effectively represents the end of the life of the ICT System(s) and, therefore, the end of the Contract, these requirements should be addressed through the Phase Out provisions in other parts of the template (refer COC clause 14.2 and SOW clause 2.8).

If included in the draft Contract, Drafters should review clause 6.2.11. In general, this clause may be included without alteration.

Related Clauses/ Documents:

Clause 6.2.6, Implementation of Software Updates, for the installation of new Software Products, including those that will result in the retirement of existing Software Products

DSD-ENG-SW for the development of Software changes

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-MNT-SA-V5.2**
2. **TITLE: SYSTEM ADMINISTRATION SERVICES**
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 This DSD describes the requirements for the provision of Services for the administration of ICT System(s) and associated Software Products, including:
 - a. system administration planning;
 - b. Service delivery locations and hours of operation;
 - c. administering access;
 - d. monitoring system events;
 - e. monitoring Software vendors for updates;
 - f. managing Software licences;
 - g. maintaining system records;
 - h. resolving Failures;
 - i. performing Software Maintenance that does not involve a Software change; and
 - j. performing Software retirement.

4. INTER-RELATIONSHIPS

- 4.1 This DSD forms part of the SOW.

Note to drafters: Amend the following clause to suit the scope of the Services.

- 4.2 This DSD shall be undertaken in conjunction with DSD-OPS-HLPDSK, for direct help desk support to system operators and support staff.
- 4.3 This DSD shall be undertaken in conjunction with DSD-ENG-SW to effect Software changes, including corrections, enhancements and adaptations.
- 4.4 This DSD shall be undertaken in conjunction with DSD-ENG-CM for the Configuration Management of the ICT System(s) and associated Software Products.
- 4.5 This DSD shall be undertaken in conjunction with DSD-MNT-MGT and DSD-MNT-SERV for the management and conduct of related hardware Maintenance.

5. APPLICABLE DOCUMENTS

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD. Do not include reference to Defence policy (eg, DI(G) LOG) unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

- 5.1 The following documents form a part of this DSD to the extent specified herein:

DSPF	<i>Defence Security Principles Framework</i>
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6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope of DSD

- 6.1.1.1 The Contractor shall provide system administration Services, as described in this DSD, for the administration of the ICT Systems identified at Annex A to the SOW.

6.2 Services

6.2.1 System Administration Planning

Note to drafters: Amend the following clauses to select the appropriate governing plan for system administration of the ICT System(s). Refer to the guidance (above).

- 6.2.1.1** The Contractor shall manage and conduct system administration in accordance with the:
- a. [...INSERT OTHER APPLICABLE DOCUMENTS (eg, the Approved System Security Plan and Standard Operating Procedures)...] required by SOW clauses 3.14.2 and 3.14.3;
 - b. DSPF Principle 20; and
 - c. Approved [...INSERT 'MMP' OR 'SSMP'...].
- 6.2.1.2** The Contractor shall seek Approval for any temporary exemptions from conducting system administration in accordance with the documents listed under clause 6.2.1.1, before conducting any activities that involve those exemptions.
- 6.2.1.3** The Contractor shall maintain a schedule of known system administration Services, projecting work effort for a period of not less than one year in advance, or until the end of the Term where that period is less than one year.
- 6.2.1.4** The Contractor shall provide a copy of the Contractor's system administration schedule in the format requested and within five Working Days (or other timeframe agreed between both parties) of a written request for a copy of this schedule from the Commonwealth Representative.

6.2.2 Service Delivery Locations and Hours

Option A: For when systems administration Services are required at specific locations.

- 6.2.2.1** The Contractor shall provide Services for the system administration of the ICT Systems identified at clause 6.1.1.1 at the following designated locations:

Note to drafters: Insert list of designated locations. Refer to guidance if particular work hours are applicable to different locations.

- a. [... DRAFTER TO INSERT LOCATION ...]; and
- b. [... DRAFTER TO INSERT LOCATION ...].

Option B: For when systems administration Services are not required at any specific location.

- 6.2.2.2** The provision of system administrative Services does not require the Contractor to locate Personnel at any specific location.

Option: For when the work hours for system administration Services are not specified by location, or locations are not specified. If work hours are specified by location then the following clause should be deleted.

- 6.2.2.3** As a minimum, the Contractor shall provide system administration Services between [...INSERT TIME...] and [...INSERT TIME...], Eastern Standard Time / Eastern Summer Time, as applicable ('standard hours').

Option: For when system administration Services will be provided outside of 'standard hours', at a reduced level of service.

- 6.2.2.4** The Contractor shall provide system administration Services, outside of the standard hours, for responding to and resolving system events and service requests that are classified as a class 1 Failure in accordance with clause 6.2.9.

6.2.3 Access Administration

Note to drafters: Insert details of the authorised users, typically the users of the nominated systems or systems in SOW Annex A.

- 6.2.3.1** For the purposes of this clause 6.2.3:

- a. an authorised user means [...INSERT APPLICABLE DESCRIPTION...]; and
- b. an authorised request may be approved by a party other than the Commonwealth Representative (eg, the authorising officer for each user group).

6.2.3.2 The Contractor shall create, administer, and delete user accounts, user group accounts, group membership and permissions, as required, to:

- a. provide authorised users with access to the ICT System(s) and associated resources;
- b. provide authorised users with access to individual Software applications that require individual user or group privileges (eg, data repositories);
- c. remove user access to the ICT System(s), associated resources, and individual Software applications when access to these are no longer required; and

Note to drafters: Insert additional clauses for specific user account services required that are not covered by the above. Refer to the guidance for this clause for optional clause examples.

- d. [...INSERT ADDITIONAL SERVICES REQUIRED...].

Note to drafters: Amend the timeframes in the following two clauses and optional clause to reflect the requirements of the draft Contract. If these timeframes are effectively covered through the KPIs for the draft Contract, then the drafter should consider whether or not the two clauses and the subsequent option should be deleted.

6.2.3.3 The Contractor shall complete all routine requests for administering user accounts and access to ICT System(s), associated resources, and individual Software applications within [... INSERT NUMBER ...] [... INSERT TIMEFRAME (hours OR Working Days)...], during business hours, of receiving an authorised request for such access.

6.2.3.4 The Contractor shall complete all urgent requests for administering user accounts and access to ICT System(s), associated resources, and individual Software applications within [... INSERT NUMBER ...] [... INSERT TIMEFRAME (minutes OR hours)...], during business hours, of receiving an authorised request for such access.

Option: For when the Contractor will also provide help desk Services in accordance with DSD-OPS-HLPDSK.

6.2.3.5 The Contractor acknowledges and agrees that the time allowed to complete requests for access may be less than that specified in clauses 6.2.3.3 and 6.2.3.4 in order to provide help desk Services within the service request resolution times specified in DSD-OPS-HLPDSK.

Note to drafters: Insert clauses for additional user account services not covered by the above.

6.2.3.6 [...INSERT ADDITIONAL SERVICES REQUIRED...].

6.2.4 System Event Monitoring

Note to drafters: If monitoring of the ICT System(s) will not be included in the scope of the Contract the clauses below, under clause 6.2.4, should be deleted and replaced with 'Not used'.

6.2.4.1 The Contractor acknowledges and agrees that the objective of monitoring the ICT System(s) identified at clause 6.1.1.1 is to:

- a. identify a need for action based on observable behaviour and conditions; and
- b. ensure that, to the maximum practicable extent, any problem or Failure is resolved prior to any impact on the system users.

Note to drafters: Select from the following optional clauses A (including A-1 and A-2) or B, for when the Contractor will be provided access to a Defence monitoring system that is (A) discrete but interfaces with the ICT System, or (B) an integral part of the ICT System. If the Contractor will be provided access to a discrete system, select clause A-1 and update Attachment E if the

system is for their exclusive use, or clause A-2 when shared with Defence staff or another contractor.

Option A: For when the Contractor will be provided with access to a discrete Defence monitoring system that interfaces with the ICT System, rather than being an integral part of it. The name of the system must be inserted into the applicable clauses below.

6.2.4.2 The Commonwealth shall provide the Contractor with on-line access to the Defence monitoring system [...INSERT NAME OF SYSTEM / SOFTWARE...], for the purposes of meeting the requirements of this clause 6.2.4.

Option A-1: For when the Contractor will be provided with exclusive access to the discrete Defence monitoring system.

6.2.4.3 The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS to support the use of [...INSERT NAME OF SYSTEM / SOFTWARE...], as detailed in Attachment E.

Option A-2: For when the Contractor will share access to a discrete Defence monitoring system.

6.2.4.4 The Commonwealth shall provide the Contractor with access to [...INSERT NUMBER...] of shared [...INSERT NAME OF SYSTEM...] terminals at [...INSERT LOCATION/TIME DETAILS...].

Option B: For when the Contractor will use a monitoring system that is an integral part of the ICT System.

6.2.4.5 The Contractor shall utilise the monitoring system that is an integral part of the ICT System to meet the requirements of this clause 6.2.4.

6.2.4.6 The Contractor shall monitor the ICT System(s) to identify any detectable or discernible occurrence that has significance for the management of the ICT System(s) or the delivery of services by the system(s) (for the purposes of this DSD known as 'system events'), including:

Note to drafters: The following subclause lists should be tailored to include the functions, events and parameters of the ICT System for which there is a purpose for monitoring.

- a. informational events (ie, those system events that signify normal operation), which could include system events such as:
 - (i) a user logs onto an application;
 - (ii) a job in the batch queue completes successfully;
 - (iii) a device has come online; and
 - (iv) a transaction has completed successfully;
- b. warning events (ie, those system events that signify that a threshold is being approached), which could include system events such as:
 - (i) memory utilisation on a server is currently at 65% and increasing; if it reaches 75%, response times will be unacceptably long and the operational service agreement will be breached;
 - (ii) more than [... INSERT NUMBER ...] users have logged on to the [... INSERT NAME OF SUB-SYSTEM OR APPLICATION ...] application concurrently;
 - (iii) the number of users has reached 95% of the concurrent-user Software licences available; and
 - (iv) the collision rate on a network has increased by 15% over the past hour; and
- c. exception events (ie, those system events that signify an exception, such as a Failure, has occurred), which could include system events such as:
 - (i) a server has gone offline;
 - (ii) a device reports an error code or goes offline unexpectedly;
 - (iii) a Software application generates an error code;

- (iv) response time of a standard transaction across the network has slowed to more than 15 seconds; and
- (v) a segment of the network is not responding to routine requests.

6.2.4.7 The Contractor shall ensure that system events identified under clause 6.2.4.6 are correlated against the following criteria to enable their impact to be assessed and to ensure that the need for further action is recognised (eg, such as invoking other Services):

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

- a. impact on Mission Critical Capabilities;
- b. impact on safety and/or the environment;
- c. number of system users affected;
- d. [...INSERT ADDITIONAL CRITERIA REQUIRED...]; and
- e. other criteria defined by the Contractor.

6.2.4.8 The Contractor shall select and initiate an appropriate response to each system event based on the system event and its correlation result assessed in accordance with clause 6.2.4.7.

Note to drafters: If advice is not required, the following clause may be deleted.

6.2.4.9 The Contractor shall promptly advise the Commonwealth Representative when a system event, which indicates a Failure, is unlikely to be resolved within the time for resolution given in clause 6.2.9, and the system event:

- a. could adversely affect, or has adversely affected, the accomplishment of a Mission Critical Capability; or
- b. could cause, or has caused, harm to personnel or the environment.

6.2.5 Software Monitoring Services

Note to drafters: If Software monitoring Services are not applicable to the scope of work, the following clauses should be deleted and replaced with a single 'Not used'.

6.2.5.1 The Contractor shall provide monitoring Services for those Software Products where the Contractor has been identified as having these responsibilities in Annex A to the SOW.

6.2.5.2 The Contractor shall monitor each Software Product to identify when a Software Update (eg, 'service pack', 'hot fix' or other update to the version of Software Product currently in use, or planned for use, by Defence) is available from the OEM or vendor, as applicable.

Note to drafters: Options A and B below allow for the Contractor to either forward the Software Change Request to a third party for resolution or, if the Contractor is also responsible for Software support of all Software Products, to apply the Software change under the scope of DSD-ENG-SW. Option C provides the ability for the Contractor to have partial responsibility for Software support for a subset of the Software Products (as defined at SOW Annex A). Refer to the guidance for further information.

Option A: Include when the Contractor is to refer the change request to another party.

6.2.5.3 Where the Software monitoring Services identify that a Software Product either needs to be changed or could benefit from a change, the Contractor shall develop and deliver a Software Change Request for the affected Software Product, in accordance with CDRL Line Number ENG-810.

Option B: Include when the Contractor also has responsibility for Software support.

6.2.5.4 Where the Software monitoring Services identify that a Software Product either needs to be changed or could benefit from a change, the Contractor shall raise and process a Software Change Request in accordance with the requirements of DSD-ENG-SW.

Option C: Include when the Contractor has Software support responsibilities for only a subset of the Software Products.

6.2.5.5 Where the Software monitoring Services identify that a Software Product either needs to be changed or could benefit from a change, the Contractor shall, for those Software Products for which the Contractor:

- a. is identified at SOW Annex A as having Software support responsibilities, the Contractor shall raise and process a Software Change Request in accordance with the requirements of DSD-ENG-SW; and
- b. does not have Software support responsibilities, the Contractor shall develop and deliver to the Commonwealth Representative a Software Change Request for the affected Software Product, in accordance with CDRL Line Number ENG-810.

6.2.6 Implementation of Software Updates

Note to drafters: Select from the following optional clauses depending on whether the Contractor will develop Software changes under DSD-ENG-SW, or if the Contractor will not develop Software changes but will be required to install Software updates and new applications as a system administration Service.

Option A: For when the Contractor will develop Software changes.

6.2.6.1 The Contractor shall implement Software Updates as Software changes in accordance with DSD-ENG-SW.

Option B: For when the Contractor will not develop Software changes but will be required to install specific Software Updates (eg, 'service packs' and 'hot fixes').

6.2.6.2 When requested by the Commonwealth Representative, the Contractor shall develop and deliver an implementation plan to adequately control the implementation of a Software Update and its impact on the ICT System.

6.2.6.3 The Contractor shall provide the implementation plan to the Commonwealth Representative for Approval.

6.2.6.4 The Contractor shall implement the Software Update for the applicable Software Product(s) in accordance with the Approved implementation plan.

6.2.7 Software Licence Management

Note to drafters: If DSD-ENG-SEC clause 6.2.4, Security Tools, is included in the draft Contract, ensure that the applicable security-related Software licences are identified in SOW Annex A.

6.2.7.1 The Contractor shall manage the distribution of Software licences for all Software Products listed at Annex A for which the Contractor is allocated that responsibility.

6.2.7.2 For Software Products that are subject to subscription licencing (ie, Software that will only function for the period of a licence), the Contractor shall monitor these subscription licences to ensure that there is no gap in functionality due to a subscription licence expiring.

6.2.7.3 The Contractor shall maintain records for all Software licences including, for each Software application or other licensed Software Product:

- a. the total number of licences supported under this Contract;
- b. the total number of licences on issue to Defence users;
- c. the total number of licences available for issue;
- d. records of licences issued, including:
 - (i) the date issued;
 - (ii) the quantity issued;
 - (iii) the system on which the licences are to be used;
 - (iv) the Defence user responsible for the use of the licences; and
 - (v) the person authorising the issue; and

- e. details of the scope of each licence (ie, so that it is clear to all parties exactly what support is provided with the licence, such as the availability of Software Updates).

6.2.8 Maintenance of System Records

Note to drafters: Select one of the following clauses depending upon whether or not the Contractor will also have Configuration Management responsibilities for the ICT System(s) under the resultant Contract.

Option A: Include when the Contractor is not responsible for the Configuration Management of the ICT System(s).

6.2.8.1 The Contractor shall inform the Commonwealth Representative or an Associated Party nominated by the Commonwealth Representative of the need for changes to the Configuration Status Accounting records for the ICT System(s) identified at clause 6.1.1.1.

6.2.8.2 The Contractor shall retain copies of all Software Change Requests raised by or actioned through the system administration of the ICT System(s) identified at clause 6.1.1.1.

Option B: Include when the Contractor has responsibility for Configuration Management of the ICT System(s).

6.2.8.3 For the ICT System(s) identified at clause 6.1.1.1, the Contractor shall provide Configuration Management Services in accordance with DSD-ENG-CM, including the establishment and maintenance of application, application kit and installation script records for Software Product(s), as identified under clauses 6.2.8.9 to 6.2.8.12.

Note to drafters: The following requirements for a record-keeping system are only relevant when a tool needs to be either used or implemented that is separate from the Configuration Status Accounting system that is used for the ICT System(s).

Select from the following optional clauses A (including A-1 and A-2) or B, based on whether or not the Contractor will be provided with on-line access to a Defence record-keeping system. If a Contractor will be provided access, select clause A-1 and update the Attachment E if the system is provided for their exclusive use, or clause A-2 for shared use (shared with Defence staff or another contractor).

Training in Commonwealth-provided information systems is addressed in clause 3.16.1 of the SOW.

Option A: For when the Contractor will be provided with on-line access to a Defence record-keeping system. The name of the system must be inserted into the applicable clauses below.

6.2.8.4 The Commonwealth shall provide the Contractor with on-line access to the Defence record-keeping system [...INSERT NAME OF SYSTEM / SOFTWARE...], for the purposes of meeting the requirements of this clause 6.2.8.

Option A-1: For when the Contractor will be provided with hardware and Software for a Defence record-keeping system.

6.2.8.5 The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS to support the use of [...INSERT NAME OF SYSTEM / SOFTWARE...], as detailed in Attachment E.

Option A-2: For when the Contractor will share access to a Defence record-keeping system.

6.2.8.6 The Commonwealth shall provide the Contractor with access to [...INSERT NUMBER...] of shared [...INSERT NAME OF SYSTEM...] terminals at [...INSERT LOCATION/TIME DETAILS...].

Option B: For when the Contractor will NOT be provided on-line access to a Defence record-keeping system and the Contractor will be required to implement a system with similar functionality.

6.2.8.7 The Contractor shall implement a record-keeping system to meet the requirements of this clause 6.2.8.

6.2.8.8	The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Contractor's record-keeping system for the duration of the Contract.
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6.2.8.9 The Contractor shall maintain application records for each application hosted on the ICT System(s) identified at clause 6.1.1.1, consisting of:

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

- a. the date on which the application was accepted by the Commonwealth under the contract in which the application was obtained;
- b. the record of acceptance by the Commonwealth;
- c. the name of the application;
- d. the version and/or release number of the application;
- e. the organisation (vendor or Defence) from which the application was sourced;
- f. the test and trial plan for the application; and
- g. the test and trial report for the application.

6.2.8.10 The Contractor shall maintain application kit records, for each application, consisting of:

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

- a. the date on which the application kit was accepted by the Commonwealth under the contract from which the application kit was obtained;
- b. the record of acceptance by the Commonwealth;
- c. the name of the application for which the application kit was produced;
- d. the version and/or release number of the application for which the application kit was produced;
- e. the name of the application kit;
- f. the test and trial plan for the application kit;
- g. the test and trial report for the application kit;
- h. the date on which the test was conducted;
- i. the location at which the test was conducted;
- j. the name(s) and contact details of the tester(s);
- k. the task or work package identifier under which the application kit was produced;
- l. the execution environments that the application kit supports;
- m. a set of installation instructions; and
- n. the target platform(s).

6.2.8.11 The Contractor shall maintain installation script records, for each scripted installation procedure, consisting of:

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

- a. the date on which the scripted installation procedure was accepted by the Commonwealth under the contract from which the scripted installation procedure was obtained;
- b. the record of acceptance by the Commonwealth;
- c. the name of the application for which the scripted installation procedure was produced;
- d. the version and/or release number of the application for which the scripted installation procedure was produced;
- e. the name of the scripted installation procedure;

- f. the test and trial plan for the scripted installation procedure;
- g. the test and trial report for the scripted installation procedure;
- h. the date on which the test was conducted;
- i. the location at which the test was conducted;
- j. the name and contact details of the tester(s);
- k. the task or work package identifier under which the scripted installation procedure was produced;
- l. the execution environments that the scripted installation procedure supports; and
- m. an installation instruction.

6.2.8.12 The Contractor shall maintain distribution records for each of the following types of Software Products for the ICT System(s) identified at clause 6.1.1.1:

- a. applications;
 - b. application kits; and
 - c. scripted installation procedures,
- where each distribution record consists of:

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

- d. the date on which the Products is issued;
- e. the organisation (Defence unit) to which the Product is issued;
- f. the name the recipient of the Product;
- g. the location of the recipient of the Product;
- h. the person (eg, system manager) authorising the issue of the Product;
- i. the name of the Product issued;
- j. the version number of the Product issued;
- k. the quantity (number of licences or scripts, as applicable) issued; and
- l. for the distribution of applications, the target platform(s).

6.2.9 Failure Resolution

6.2.9.1 The Contractor shall provide the following Services to resolve Failures to the ICT System(s) identified at clause 6.1.1.1, including:

- a. resolving Failures that arise from those system events monitored in accordance with clause 6.2.4;

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

- b. restoring lost or corrupted user data;
- c. restoring user account configurations;
- d. restoring system configuration and, if necessary, reinstalling applications;
- e. re-booting ICT System hardware;

Note to drafters: The preceding subclauses may need to be amended to avoid overlap when Services for Software Maintenance not involving Software change (clause 6.2.10) are included in this DSD. If clause 6.2.10 is 'Not used' the following subclause should be deleted.

- f. undertaking Software Maintenance not involving Software change, in accordance with clause 6.2.10;

Note to drafters: The use of DSD-MNT-MGT and DSD-MNT-SERV and cross-references in the following clause would be appropriate if Maintenance of the ICT System hardware warrants the detailed provisions defined in those DSDs, particularly in relation to ADF regulatory / assurance

framework requirements. If, however, this level of detail is not required (eg, as is often the case for administrative IT systems), then the drafter may develop appropriate provisions for inclusion in this DSD, or a stand-alone DSD, and the following clause would need to cross-refer to those provisions.

- g. performing hardware Maintenance in accordance with DSD-MNT-MGT and DSD-MNT-SERV, where the Contractor is allocated this responsibility at Annex A to the SOW; and

Note to drafters: In the following clause, delete the cross-references to the deleted optional clauses with respect to Software changes below (links to the deleted options will be broken).

- h. when it is determined that a change to a Software Product is required to address a Failure and a Software change request will be raised under clause [... 6.2.9.4 / 6.2.9.5 / 6.2.9.6 ...], providing a temporary work-around solution to resolve the Failure.

Note to drafters: The following clause assumes that DSD-OPS-HLPDSK has been used and the Failure classifications in that DSD have been adopted. If neither of these prerequisites are true, then the following two clauses should be deleted. If the Failure classification scheme identified in DSD-OPS-HLPDSK is required, but that DSD is not being used, then drafters should copy the required subclauses and table from clause 6.2.4 of DSD-OPS-HLPDSK into this location, and then tailor as required. The following two clauses should then be modified to refer to the applicable table.

6.2.9.2 Unless otherwise agreed by the Commonwealth Representative or otherwise specified in the Contract, the Contractor shall resolve Failures in accordance with clause 6.2.9.1, within the service request resolution times for the class of Failure as defined in DSD-OPS-HLPDSK.

6.2.9.3 The Contractor is not required to resolve a Failure in accordance with clause 6.2.9.1 when the required service request resolution time, as defined in DSD-OPS-HLPDSK, is greater than the number of Working Days remaining before the expiration of the Contract.

Note to drafters: Select one of the following options. Options A and B allow for the Contractor to either forward a Software change to a third party, for Failure resolution, or if the Contractor is responsible for Software support of all Software Products, to perform the Software change under DSD-ENG-SW. Option C provides the ability for the Contractor to have responsibility for Software support for a subset of the Software Products (as defined at SOW Annex A). Refer to the guidance for further information.

Option A: Include when the Contractor is to refer Software changes to another party.

6.2.9.4 Where a change to a Software Product is required to resolve a Failure, the Contractor shall develop and deliver a Software Change Request for the affected Software Product in accordance with CDRL Line Number ENG-810.

Option B: Include when the Contractor also has responsibility for Software support.

6.2.9.5 Where a change to a Software Product is required to resolve a Failure, the Contractor shall raise a Software Change Request for the affected Software Product and process the Software Change Request in accordance with the requirements of DSD-ENG-SW.

Option C: Include when the Contractor has Software support responsibilities for only a subset of the Software Products.

6.2.9.6 Where a change to a Software Product is required to resolve a Failure, the Contractor shall, for those Software Products for which the Contractor:

- a. is identified at SOW Annex A as having Software support responsibilities, the Contractor shall raise and process a Software Change Request in accordance with the requirements of DSD-ENG-SW; and
- b. does not have Software support responsibilities, the Contractor shall develop and deliver a Software Change Request for the affected Software Product, in accordance with CDRL Line Number ENG-810.

6.2.10 Software Maintenance Not Requiring Software Change

Note to drafters: If the Contract is to include Software Maintenance but no other ICT System administration Services, this clause may be relocated to DSD-ENG-SW.

6.2.10.1 The Contractor shall provide Services to back up, protect, perform data integrity checks and, as necessary, restore user and system data, for each ICT System identified at clause 6.1.1.1, to ensure that the user and/or system data can be restored to a previous state specifiable in time.

Note to drafters: Select from the following optional clauses when the Contractor will be required to undertake Software Maintenance that does not involve a Software change. If there is no Software Maintenance (under the Contract) that can be performed without a Software change, this clause can be deleted and replaced with 'Not used'.

Select Option A if this Software Maintenance is fully defined through the technical references for the ICT System(s) identified at Annex A to the SOW. Select Option B by selecting one or more of the sub-options B-1 to B-3 to specify requirements for Preventive Maintenance, Corrective Maintenance and Adaptive Maintenance, respectively.

When specific requirements are not fully defined in the technical references identified at Annex A to the SOW, drafters may need to incorporate additional detail here to ensure that the nature and scope of the work is properly bounded (eg, in terms of specific activities required at specific locations and/or to specific Software Products and/or using particular techniques and tools). See guidance for further information.

Option A: For when all Software Maintenance, which does not involve a Software change, is defined through the technical references identified at Annex A to the SOW.

6.2.10.2 The Contractor shall undertake all Maintenance, which does not involve a Software change, for the Software Products specified at clause 6.1.1.1 in accordance with the technical references identified in Annex A to the SOW for those Software Products.

Option B-1: For when specific requirements in relation to Preventive Maintenance for Software, which do not involve a Software change, need to be set out in the Contract.

6.2.10.3 The Contractor shall undertake the following Preventive Maintenance activities, which do not involve a Software change, for the Software Products specified at clause 6.1.1.1:

Note to drafters: Incorporate any specific details required into the following subclauses. Examples of Preventive Maintenance, which does not involve a Software change, includes deleting temporary files, running virus scans and de-fragmenting hard drives.

- a. [...DRAFTER TO INSERT...]; and
- b. [...DRAFTER TO INSERT...].

Option B-2: For when specific requirements in relation to Corrective Maintenance for Software, which do not involve a Software change, need to be set out in the Contract.

6.2.10.4 The Contractor shall undertake the following Corrective Maintenance activities, which do not involve a Software change, for the Software Products specified at clause 6.1.1.1:

Note to drafters: Incorporate any specific details required into the following subclauses. Examples of Corrective Maintenance, which does not involve a Software change, includes reinstalling all or some of the Software, device drivers, and rebooting a system after failure.

- a. [...DRAFTER TO INSERT...]; and
- b. [...DRAFTER TO INSERT...].

Option B-3: For when specific requirements in relation to Adaptive Maintenance for Software, which do not involve a Software change, need to be set out in the Contract.

6.2.10.5 The Contractor shall undertake the following Adaptive Maintenance activities, which do not involve a Software change, for the Software Products specified at clause 6.1.1.1:

Note to drafters: Incorporate any specific details required into the following subclauses. Examples of Adaptive Maintenance, which does not involve a Software change, includes incorporating adaptation data to alter the way a system operates. Examples of adaptation data

include communication plans that change protocols and radio frequencies for an operation; geographic data to adapt a system to a new location; threat data that alters a system for different threats; and configuration data that adapts a system for different roles.

- a. [...DRAFTER TO INSERT...]; and
- b. [...DRAFTER TO INSERT...].

6.2.11 Software Retirement

- 6.2.11.1** The Contractor acknowledges that either the Contractor or another party may identify the need to retire a Software Product for reasons such as the Software Product is no longer supported or is no longer required or has been replaced by another Product.
- 6.2.11.2** Where the Contractor identifies the need to retire a Software Product, the Contractor shall develop and deliver a Software Change Request, for the retirement of the Software Product, in accordance with CDRL Line Number ENG-810.
- 6.2.11.3** Where the Contractor receives a Software Change Request for the retirement of a Software Product from a party other than the Commonwealth Representative, the Contractor shall forward the Software Change Request to the Commonwealth Representative for Approval.
- 6.2.11.4** Once a Software Change Request for the retirement of a Software Product has been Approved by the Commonwealth Representative, the Contractor shall develop and document a retirement plan to withdraw active support for the affected Software Products.
- 6.2.11.5** The Contractor shall consider the affected users and address the following in the retirement plan:
 - a. cessation of full or partial support after a certain period of time;
 - b. archiving of the Software Product and its associated documentation;
 - c. responsibility for any future residual support issues;
 - d. transition to the new Software Product, if applicable; and
 - e. accessibility of archive copies of data.
- 6.2.11.6** The Contractor shall deliver the retirement plan to the Commonwealth Representative for Approval.
- 6.2.11.7** The Contractor shall retire the affected Software Product in accordance with the Approved retirement plan.
- 6.2.11.8** The Contractor shall provide notice to affected users of the intention to retire the Software Product and include the following in the notification:
 - a. a statement explaining why the Software Product will no longer be available;
 - b. if applicable, a description of the replacement Software Product and its date of availability; and
 - c. a description of the user support options available, if any, once access to the Software Product has been removed.
- 6.2.11.9** At the scheduled time of retirement, the Contractor shall archive, as applicable, all configuration documentation, logs, code, scripts, and any data used by, or associated with, the retired Software Product.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)**SECTION 1: GUIDANCE FOR DSD-MNT-SERV****(ROUTINE MAINTENANCE SERVICES)**

Status: Optional (used for Maintenance of systems and Products that are not administrative type computer systems)

Purpose: To identify the groups of routine Maintenance tasks to be performed under the Contract.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Material Maintenance Policy*

Guidance: This DSD defines the requirements for groups of routine Maintenance activities to be undertaken by the Contractor. Types of Maintenance tasks may be listed herein or within the Price and Payment Schedule (Attachment B). Note that actual Maintenance tasks are described in technical manuals and no attempt should be made to create such a detailed list within this Contract; rather, clause 6.1.1.1 refers to the applicable list(s) of Products in SOW Annex A, which then refers to the technical manuals (identified as referenced documents).

Technical manuals for the Maintenance of particular Products should either be listed at Annex A to the SOW or, if the list of technical manuals is extensive, included in Annex D to the SOW, with cross-references from the applicable Products listed in Annex A. Drafters should refer to the guidance in each of these annexes for further information.

SOW Annex A also identifies the depths and/or grades of Maintenance applicable to the particular Products Being Supported under the Contract, but it is also possible that particular requirements associated with the differing depths/grades of Maintenance will need to be spelled out within this DSD. Drafters should note that, while this DSD is called 'Routine Maintenance Services', it addresses both Preventive Maintenance and Corrective Maintenance, but does not address Software Maintenance, which is addressed through the engineering DSDs.

'Non-Routine' Maintenance may include 'Contingency Maintenance' (refer DEFLOGMAN Part 2 Volume 10 Chapter 17, *Contingency Maintenance*), which is that Maintenance carried out on technical equipment during a contingency, when the availability of that equipment is crucial to force capability and normal operating Maintenance procedures may not be appropriate. Contingency Maintenance involves both scheduled and unscheduled Maintenance performed during the contingency, including battle damage repair. For example, Contingency Maintenance may involve the periods between Preventive Maintenance being extended and Maintenance processes being modified. The *ASDEFCON (Support)* template does not include a DSD for Contingency Maintenance and, if required, one must be developed by the drafter. Alternatively, these Maintenance requirements may be incorporated directly into this DSD and DSD-MNT-MGT as additional clauses.

This DSD requires DSD-MNT-MGT to be implemented as the head DSD for Maintenance in order to provide the applicable framework under which the Maintenance tasks must be managed, conducted and reported. A MMP (or SSMP for smaller contracts) is also required as the Contractor's planning document for Maintenance.

This DSD only provides the starting point for describing the Maintenance Services required for particular Products requiring support, and it is likely that this DSD will require further development to accord with specific Contract requirements.

Related Clauses/Documents:

DSD-MNT-MGT, for Management of Maintenance Services

Optional Clauses: None

5 APPLICABLE DOCUMENTS

- Status:** Core
- Purpose:** To identify authoritative documents (excluding individual Maintenance manuals) that are applicable to the Maintenance Services to be provided.
- Policy:** The individual environments (eg, Land, Maritime and Aerospace) each have their own policies regarding Maintenance, many of which are captured in the respective ADF regulatory / assurance framework documents. Explosive Ordnance also has policies regarding Maintenance, and requires additional regulations to be addressed.
- Guidance:** Edit the listing of the applicable documents to suit the application of Maintenance Services. The documents here should be high level, such as Technical Maintenance Plans that refer to individual Maintenance and servicing manuals. Drafters should also note that Annex A to the SOW includes provisions for adding Maintenance manuals for specific Products.
- Drafters must not include references to Defence policy under this clause (unless the policy explicitly states that it is applicable to contractors) because these are open to interpretation within a contract and their applicability is usually limited to Defence personnel.
- Drafters should note that the references identified in this clause are only applicable to the extent specified in the DSD. Clause 6.2.1.1 pulls these applicable documents into the DSD, which may need to be modified if only a portion of the applicable documents are relevant to the required Maintenance Services.

Related Clauses/Documents:

Draft SOW clause 6.4, Maintenance Organisation and System Compliance

Optional Clauses: None**6.2.2 Mission System Maintenance**

- Status:** Optional
- Purpose:** To identify the Mission Systems to which the Maintenance Services under this DSD are applicable.
- Policy:** DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*
- Guidance:** This clause allows drafters to specify the scope of Maintenance Services to be provided to each of the Mission System types listed in SOW Annex A. Each clause identifies the type of Mission System (one per table in Annex A to the SOW) and then lists applicable high-level summaries of the required Maintenance Services.
- Importantly, Mission Systems in the Contract are not necessarily the same as 'Major Systems' in a Defence capability. They are systems to be treated as a Mission System for the purposes of regulation / assurance, corporate governance, and management as a Mission System. For example, a contract may support aircraft / helicopters as one Mission System and flight simulators as another, or a ship as one and the Software integration and test facility another, because the level of contract management is similar for each.
- If the Contract does not provide support at the Mission System level (ie, section 1 of Annex A to the SOW is not used), but instead provides support to selected Mission System and/or Support System Repairable Items (ie, sections 2 and 3 of Annex A), then this clause may be deleted and replaced with 'Not used'.
- If there is only one Mission System type and the table in section 1 of Annex A defines the depths / grades of Maintenance, drafters may replace the standard clause with the optional clause below. Note that Annex A may not be fully defined, in the context of depths / grades of Maintenance, if the Contract (Support) is tendered concurrently with a Contract (Acquisition) and information for Annex A will be developed under the Contract (Acquisition). Refer to the *ASDEFCON Linkages Module* for further guidance on how to address this type of situation.

If required, drafters are to insert the description of the Maintenance Services applicable to each Mission System type, which should set out any details and qualifications that are not provided through the Maintenance depth/grade information and associated Maintenance manuals provided at Annex A to the SOW. If there is only one Mission System type, the second clause and subclause list should be deleted. If there are more than two types, then the clause should be copied for each additional type. Drafters may also include the descriptive name of the Mission System in each clause after the Mission System number (eg, '... Mission System #1 (HMAS Choules) listed at ...').

This clause may also need to be expanded to address any unusual and/or unique Mission System Maintenance requirements, particularly to ensure that the scope of work is clear. For example, it may be necessary to:

- a. identify any Commonwealth-owned Maintenance Facilities and/or Support and Test Equipment (S&TE) that the Contractor is required to use, particularly where these items are unique;
- b. spell out who is responsible for picking up the Mission System(s) from the Commonwealth's premises and delivering them to the Contractor's Maintenance Facilities (and vice versa after Maintenance is completed); and
- c. spell out any Commonwealth actions during Maintenance (eg, sign-off of individual Maintenance actions as they are completed on a ship or of stages within a deeper-maintenance program for aircraft).

Related Clauses/Documents:

Section 1 of Annex A to the SOW

Optional Clauses:

The Contractor shall provide Maintenance Services to the Mission Systems listed in section 1 of Annex A to the SOW, for the identified depths/grades of Maintenance identified in Annex A to the SOW.

6.2.3 Repairable Item Maintenance

Status: Optional

Purpose: To set out the Maintenance requirements for Repairable Items.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*

Guidance: Typically, the Maintenance requirements for Repairable Items will be fully spelt out through SOW Annex A and the referenced technical manuals pertaining to those Repairable Items. Notwithstanding, this clause may need to be expanded to address specific requirements for individual Repairable Items or sets of Repairable Items. Examples of Maintenance-related issues that may need to be addressed through this clause are:

- a. use of specific Maintenance Facilities and/or use of specific Maintenance S&TE (eg, Commonwealth-owned unique Facilities and S&TE);
- b. unique handling requirements that are not addressed in the Maintenance manuals or through the Supply DSDs;
- c. non-standard locations for conducting Maintenance (eg, when deployed); and
- d. differing ADF regulatory / assurance framework requirements, which may apply to the Maintenance of different sets of Repairable Items.

Related Clauses/Documents:

Sections 2 and 3 of Annex A to the SOW

Optional Clauses: None.

6.2.4 Post-Maintenance Verification

Status: Optional

- Purpose: To set out the responsibilities for post-Maintenance Verification requirements.
- Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*
- Guidance: This clause may require modification to address any Commonwealth-unique post-Maintenance Verification requirements, such as post-Maintenance flight testing of aircraft or harbour trials for ships (eg, that these must be conducted or witnessed by Commonwealth personnel). Alternatively, it could set out a process whereby the actual post-Maintenance Verification are agreed between the parties, depending upon the significance of any issues identified during Maintenance and/or any additional work conducted during Maintenance (eg, incorporation of Modifications).

Related Clauses/Documents:

Sections 1-3 of Annex A to the SOW

Optional Clauses: None.

6.2.5 Carried Forward Maintenance Requirements

- Status: Optional
- Purpose: To set out the processes for deferring minor Maintenance requirements until a more appropriate time in order to minimise the impact on Product availability.
- Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*
- Guidance: For some Mission Systems and major Support System Components, minor Maintenance requirements may be deferred until a more convenient scheduled Maintenance activity (ie, carried forward). This is typical for minor damage (eg, damaged paintwork and minor corrosion) identified by operational and intermediate level Maintenance personnel and which can be deferred until a major scheduled Maintenance activity, rather than making the Product unavailable for a minor Maintenance activity.

The clause requires Commonwealth Approval for carried forward Maintenance. In practice this is generally managed using a pre-approved list of repair requirements with defined tolerances (eg, evidence of surface corrosion in area [...X...] of up to [...Y...] in surface area). In some cases a quick, non-standard repair may also be required in order to allow deferral of the permanent repair, in which case the Approval for this clause 6.2.5 and clause 6.2.6 would be combined.

Related Clauses/Documents:

Clause 6.2.6, Implementing Non-Standard Repairs and Deviations

Optional Clauses: None.

6.2.6 Implementing Non-Standard Repairs and Deviations

- Status: Optional
- Purpose: To set out the processes for implementing Non-Standard Repairs and Deviations during Maintenance.
- Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*
- Guidance: There may be times when Non-Standard Repairs and/or Deviations (eg, temporary modifications) need to be implemented during Maintenance. This clause only defines the Maintenance aspects of these processes, noting that other aspects such as investigation and development of acceptable repair schemes and other Deviations from an Approved Product Baseline or standard processes require appropriate engineering approval. Essentially, Non-Standard Repairs and Deviations cannot be implemented as part of Maintenance until appropriate engineering sign-off has been provided.

The required engineering approvals could be provided by the Contractor under the Engineering Support clause and associated DSDs (eg, DSD-ENG-SERV); by the Commonwealth; or by a third-party Contractor / OEM, based upon who is the design authority and has the necessary engineering expertise and responsibility. If the

same Contractor is providing both Maintenance and Engineering Services, then the 'Engineering Investigations' clause of DSD-ENG-SERV should be reviewed concurrently with this DSD, while noting that the management of Baselines and Deviations is addressed through DSD-ENG-CM. Clause 11 in the SOW addresses the processing of each 'Application for a Deviation'.

This clause may be optional for simpler support contracts, where the nature of the materiel and the associated ADF regulatory / assurance framework may not require this level of control to be exercised by the Commonwealth.

Related Clauses/Documents:

Clause 6.2.5, Carried Forward Maintenance Requirements
 Draft SOW clause 11.4, Non-Conforming Services
 DSD-ENG-SERV, Routine Engineering Services
 DSD-ENG-CM, Configuration Management Services
 DID-PM-MGT-AFD, Application for a Deviation

Optional Clauses: None.

6.2.7 Incorporating Modifications, Alterations, and Technical Instructions

Status: Optional

Purpose: To identify the need for Maintenance actions to implement Modification Orders, alterations, and Technical Instructions.

Policy: DEFLOGMAN Part 2 Volume 10 Chapter 2, *Materiel Maintenance Policy*

Guidance: This clause defines the Maintenance portion of the design change process; the incorporation of modifications during Maintenance activities. Other aspects of a modification program, such as the development of design changes, are addressed through the Engineering Support DSDs. Engineering Services would normally be used to design, develop and prototype or conduct the first / trial installation of a Commonwealth-directed design change, while subsequent roll-out of the design change is often incorporated into the system as part of Maintenance when the system is already 'off-line'.

Drafters should be aware that the terms 'Modification Order' and 'Technical Instruction' are defined in the Glossary. Drafters may wish to modify the definitions to match the terminology used within a particular environment (Land, Maritime or Aerospace).

Clauses 6.2.7.1 – 6.2.7.3 divide the modifications, alterations and Technical Instructions ('changes') into different groups, depending upon whether or not a particular change is within scope or subject to S&Q Services. The first group of changes are those proposed by the Commonwealth, typically as capability enhancements and, therefore, these changes are funded as S&Q Services under clause 6.2.7.1.

The second group of changes are those required to keep the system functioning on a routine basis. This may require a change to implement a substitution and overcome parts shortages, for safety improvements directed by the OEM, regulatory changes or other change originating from outside the Commonwealth Representative's control. These are undertaken as Recurring Services under 6.2.7.2 unless they fit into an exception category listed in clause 6.2.7.3, where they will be funded as an S&Q Service. Exceptions would be made for changes that have significant Commonwealth involvement (which may affect cost or safety), such as structural changes, or as agreed by the Commonwealth because of the cost when it is not desirable for the Commonwealth to have the Contractor factor in a high level of contingency to cover such costs within the Recurring Services.

Clause 6.2.7.1 requires the Contractor to follow the authorised change documentation when implementing any of the change programs.

Drafters need to insert the applicable name for the modification order / instruction or directive where indicated. Drafters also need to develop the list of exception categories in clause 6.2.7.3 within the optional subclause list. If there are no specific exception categories and S&Q Services, therefore, would only be used with Commonwealth agreement, then the optional clause may be deleted and clause 6.2.7.3 amended accordingly.

This clause may be optional for simpler support contracts, where this situation may not arise frequently or require formal management processes.

If the same Contractor is providing both Maintenance and Engineering Services, then the relevant clauses of DSD-ENG-SERV (eg, Developmental Activities for Major Changes and Technical Instruction Development) should be reviewed concurrently with this clause.

Related Clauses/Documents:

DSD-ENG-SERV, Routine Engineering Services

Optional Clauses: None

1.1.1 Aircraft Weight, Balance and Symmetry

Status: Optional. Applicable to aircraft (Mission System level) support contracts where the Contractor will be required to maintain weight, balance and symmetry information.

Purpose: To require the Contractor to maintain weight, balance and symmetry information for each aircraft.

Policy: DASR M.A.708, *Continuing Airworthiness Management*
AAP7021.008-1 (AM1), *Aircraft Weight and Balance – General*

Guidance: Optional clauses (below) have been drafted for managing aircraft weight, balance and symmetry information. Maintaining accurate information is an important aspect of aircraft safety and continuing airworthiness management. Relevant DASR requirements are DASR M.A.708(b)10 for aircraft weight and balance, and DASR M.A.708(b)11 regarding aircraft symmetry.

If required, the heading (above) and optional clauses (below) may be copied to the DSD and tailored (note, add the clauses to the end of the DSD to avoid cross-reference errors). AAP7021.008-1 (AM1), *Aircraft Weight and Balance – General* should also be added to the list of applicable documents in clause 5.

The clauses should be amended for the extent of proposed Contractor responsibility. For example, if the Contractor will weigh aircraft during a scheduled servicing but not perform flight line operations, then the information would need to be maintained in CAMM2 but the Contractor will not be the party required to make the statements available to aircrew, prior to each flight, and the final clause would be omitted.

Related Clauses:

DSD-ENG-CM clause 6.2.2, Baseline Management, if weight, balance and symmetry information is maintained within the build state information for each aircraft.

Optional Clauses:

1.1.1.1 The Contractor shall maintain weight, balance and symmetry information for each aircraft in accordance with AAP7021.008-1 (AM1), *Aircraft Weight and Balance – General*, and [...INSERT CAMO INSTRUCTION / PROCEDURE FOR SYMMETRY CHECKS...].

1.1.1.2 The Contractor shall, for each aircraft:

- a. perform checks (measurements and calculations) of weight, balance and symmetry as part of the [...INSERT APPLICABLE ROUTINE SERVICING OR PERIOD...];
- b. calculate changes to weight, balance and symmetry information as a result of installed modifications and other configuration changes; and

- c. update as required, the weight, balance and symmetry information recorded in CAMM2 [...INSERT 'and' APPLICABLE CM BUILD STATE / BASELINE...] reflects the current status of the aircraft.

1.1.1.3 The Contractor shall ensure that the weight and balance statement and the symmetry statement are made available to the relevant aircrew [...INSERT 'and Air Movements staff' IF APPLICABLE...].

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-MNT-SERV-V5.2**

2. **TITLE: ROUTINE MAINTENANCE SERVICES**

3. **DESCRIPTION AND INTENDED USE**

3.1 This DSD is used to describe the requirements for routine Maintenance Services, being those Preventive Maintenance and Corrective Maintenance tasks performed on a scheduled or unscheduled basis using the Maintenance Management System established for the period of the Contract under DSD-MNT-MGT.

4. **INTER-RELATIONSHIPS**

4.1 This DSD forms part of the SOW.

4.2 This DSD must be applied in conjunction with DSD-MNT-MGT.

5. **APPLICABLE DOCUMENTS**

5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include references to the relevant technical maintenance plans, servicing schedules, technical manuals, etc, that have generic applicability across the Maintenance Services). Do not include reference to Defence policies unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract. Delete from the documents listed in the table below, those documents that do not apply to this Contract.

AAP 8000.011	Defence Aviation Safety Regulations (DASR)
ANP 3411.0101	Naval Materiel Assurance Publication
LMSM	Land Materiel Safety Manual

6. **SERVICE DESCRIPTION**

6.1 **Introduction**

6.1.1 **Scope**

Note to drafters: Amend the following clause to align with the scope of routine Maintenance Services required under the Contract. For example, if the Contract does not include Maintenance of the Mission System as a whole, and therefore Annex A does not list Mission Systems (refer scenarios 3 and 4 in the SOW Tailoring Guide), then clause 6.1.1.1a would be deleted and 6.1.1.1 would be simplified.

6.1.1.1 The Contractor shall provide the routine Maintenance Services, as described in this DSD, for the following types of Products listed in Annex A to the SOW:

- a. the Mission System(s); and
- b. the Repairable Items.

6.2 **Services**

6.2.1 **General**

6.2.1.1 The Contractor shall provide Maintenance Services for the Products specified in clause 6.1.1.1 in accordance with:

Note to drafters: If only a portion of an Applicable Document listed in clause 5 is applicable, then the following clause should be modified to ensure that only the applicable portion is mandated on the Contractor.

- a. the applicable documents listed in clause 5 of this DSD; and

- b. the technical manuals identified against each of the Products in Annex A to the SOW.

6.2.2 Mission System Maintenance

Note to drafters: If Mission System Maintenance is not a requirement of this Contract, then delete the following clauses and replace with a single 'Not used'. Otherwise, the clauses should be tailored and completed to accord with the required Maintenance Services. Drafters should also ensure that these requirements are harmonised with the parallel requirements in Annex A to the SOW, without overlaps or gaps. Refer to guidance for additional information.

6.2.2.1 The Contractor shall undertake the following Maintenance Services for Mission System #1 listed at Annex A to the SOW:

- a. [...INSERT APPLICABLE SERVICES...]; and
b. [...INSERT APPLICABLE SERVICES...].

6.2.2.2 The Contractor shall undertake the following Maintenance Services for Mission System #2 listed at Annex A to the SOW:

- a. [...INSERT APPLICABLE SERVICES...]; and
b. [...INSERT APPLICABLE SERVICES...].

6.2.3 Repairable Item Maintenance

Note to drafters: The following clause may be expanded to accord with the specific requirements of the Contract.

6.2.3.1 The Contractor shall undertake Preventive Maintenance and Corrective Maintenance of the Repairable Items listed at Annex A to the SOW, for the identified depths/grades of Maintenance identified in Annex A to the SOW.

6.2.4 Post-Maintenance Verification

Note to drafters: The following clause may be expanded to accord with the specific requirements of the Contract (eg, for post-Maintenance flight testing of aircraft or harbour trials for ships).

6.2.4.1 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall conduct Verification of all Products specified in clause 6.1.1.1 after Maintenance has been completed in accordance with the technical manuals applicable to the Product.

6.2.5 Carried Forward Maintenance Requirements

6.2.5.1 The Contractor shall manage all carried forward Maintenance requirements, including Carried Forward Unserviceabilities, in accordance with the Approved MMP.

6.2.5.2 The Contractor shall submit all requirements for Carried Forward Unserviceabilities to the Commonwealth Representative for Approval.

6.2.6 Implementing Non-Standard Repairs and Deviations

6.2.6.1 The Contractor shall submit, prior to implementation of a Non-Standard Repair, an Application for a Deviation in accordance with clause 11.4 of the SOW.

6.2.6.2 When a Deviation, which is not related to a Non-Standard Repair, is required to be implemented during Maintenance and either an Application for a Deviation has not been submitted by the Contractor or an Approved Deviation has not been provided by the Commonwealth, the Contractor shall submit an Application for a Deviation in accordance with clause 11.4 of the SOW.

6.2.6.3 The Contractor shall not implement a Non-Standard Repair or any other Deviation required to be implemented during Maintenance until the Commonwealth Representative has granted Approval, in writing, of the relevant Application for a Deviation.

6.2.6.4 The Contractor shall maintain, for the Term, records of all details relating to Non-Standard Repairs and Deviations implemented during Maintenance and promptly make these available to the Commonwealth Representative upon request.

6.2.6.5 If the Contract is terminated or is to expire then, within the applicable timeframe in the Contract for delivery of Technical Data or, if no time frame, prior to the date of termination or expiry the Contractor shall deliver to the Commonwealth Representative a copy of all

details relating to Non-Standard Repairs and Deviations implemented during Maintenance, in either hard copy or soft copy or both hard and soft copy, as agreed between the parties.

6.2.7 Incorporating Modifications, Alterations, and Technical Instructions

Note to drafters: Amend the following clause depending upon the processes that apply to the Contract. Drafters should note that 'Modification Order', 'Technical Instruction', etc, are defined terms and may be amended in the Glossary.

6.2.7.1 The Contractor shall incorporate each [...INSERT APPLICABLE DOCUMENT (eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'...)], alteration, or Technical Instruction:

- a. in accordance with the applicable [...INSERT APPLICABLE DOCUMENT, eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'...] or Technical Instruction;
- b. in a way that minimises the impact on Defence operations and other Contract work (eg, by incorporation during routine Maintenance activities); and
- c. in a way that minimises the risks to the health and safety of personnel and to the environment.

Note to drafters: The following two clauses divide installation work between Recurring Services and S&Q Services. Recurring Services avoid the administration of S&Q Services but are not suitable for installations of a particular nature, scale (cost) or if they cannot be reasonably anticipated (eg, Commonwealth proposed enhancements). Tailor accordingly.

6.2.7.2 Subject to clause 6.2.7.3, the Contractor shall incorporate any [...INSERT APPLICABLE DOCUMENT, eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'...], alterations or Technical Instructions required for the continued sustainment of the Products Being Supported (eg, as required to maintain serviceability, address parts shortages, or to address safety and/or regulatory requirements, including ADF regulatory / assurance framework requirements), within the Recurring Services.

6.2.7.3 The Contractor shall incorporate, as an S&Q Service:

- a. each [...INSERT APPLICABLE DOCUMENT (eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'...)], alteration, or Technical Instruction required by the Commonwealth Representative as an enhancement or other functional change;

Option: Include the following subclause list when there are specific types of change that will be undertaken as an S&Q Service in every instance (eg, not included within the scope of clause 6.2.7.2) due to cost or significance of Commonwealth input).

- b. any [...INSERT APPLICABLE DOCUMENT, eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'...], alteration or Technical Instruction that involves:
 - (i) [...INSERT APPLICABLE EXCLUSIONS, eg, 'structural changes to a Mission System'...]; or
- c. any significant [...INSERT APPLICABLE DOCUMENT, eg, 'Modification Instruction', 'Modification Order' OR 'Change Directive'...], alteration or Technical Instruction as agreed by the Commonwealth Representative in advance and in writing.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-OPS-HLPDSK
(HELP DESK SERVICES)

- Status: Optional
- Purpose: To provide effective help desk support to operators and maintainers of systems and equipment.
- Policy: No specific policy identified.
- Guidance: This DSD provides a sound starting point for defining help desk Services; however, further development will be required to customise the DSD for the specific Software and/or hardware Products Being Supported. This DSD may be used to define the help desk Services required for Information and Communications Technology (ICT) Systems or other Defence systems (eg, as a technical support desk for Defence maintenance staff working on major platforms).
- This DSD may be used in conjunction with other DSDs. For example, for an ICT system, the help desk Services may be inter-related with ICT system administration (DSD-MNT-SA), Software support (DSD-ENG-SW), and Maintenance Services for related hardware (DSD-MNT-SERV). For other systems, the help desk Services may be inter-related with requests for Contractor-provided Maintenance Services (DSD-MNT-SERV) and Engineering Services (DSD-ENG-SERV) for the resolution of Defects.
- Where this DSD is used and Services from DSD-MNT-SA and/or DSD-ENG-SW are also required, drafters may find it more suitable to relocate clauses between DSDs if this better aligns the Services with expectations for how they will be managed and provided (eg, where it is anticipated that the help desk operators will also perform a number of systems administration tasks).
- Drafters must ensure that the scope and general requirements clauses in this DSD adequately identify the Products and describe the expected demand to be placed on the help desk.
- Drafters should be aware that the Services described in this and other related DSDs have, to the maximum extent practicable, been aligned with the services described in the Information Technology Infrastructure Library (ITIL). Notwithstanding, complete alignment is not practicable due to the framework and terminology used throughout ASDEFCON (Support) (eg, Support System). For comparison with ITIL, this DSD describes help desk Services, which are services included in the *AS ISO/IEC 20000-1 – 2018 Information Technology – Service Management – Part 1: Service management system requirements*. The following provides a comparison between this DSD and ITIL:
- a. Under the ITIL specification and this DSD, incidents causing an interaction with the user (called a service request in this DSD) are recorded in a services management system. Other interactions / service requests are also recorded (eg, to change user access to data or for relocating hardware);
 - b. Under ITIL, all incidents to be addressed are recorded in the services management system (ie, including those not originating from a user service request); under this DSD only service requests from users are recorded;
 - c. Under ITIL, an interaction may be related to a Software or hardware problem and result in a problem report; under this DSD a service request may be related to a Failure and, if so, assigned a Failure classification; and
 - d. Under ITIL, an incident and interaction may be resolved and closed while the problem remains (eg, a network log-on failure is resolved with a work-around

solution if users log-on via a redundant server while the original problem is addressed separately). Under this DSD a service request can be resolved while the Failure is addressed by Services provided under other DSDs or an Associated Party (eg, a work-around resolves a user's service request but the Failure requires a Software change, under DSD-ENG-SW, that takes several months to develop, test, approve and implement).

Related Clauses/Documents:

Draft SOW Clause 4.4 Operating Support Services

DSD-MNT-SA, DSD-ENG-SW, DSD-ENG-SERV, DSD-MNT-MGT, DSD-MNT-SERV

Optional Clauses: Refer to individual clauses.

4 INTER-RELATIONSHIPS

Status: Core

Purpose: To identify the principle inter-related sections of the SOW, including other DSDs.

Policy: Nil

Guidance: Clause 4 should be updated to reflect the inter-related DSDs that are included in the draft Contract by tailoring clauses 4.2 to 4.4.

DSDs primarily related to ICT Systems (or just Software) are DSD-MNT-SA, DSD-ENG-SW, and this DSD. Depending on the scope of the Services, not all DSDs may be needed. In some cases, if only one or two clauses are required from one of these DSDs, it may be more efficient for management purposes to transfer the required clauses into another DSD and not use the original DSD.

Related Clauses/ Documents:

DSD-MNT-SA for the provision of systems administration Services.

DSD-MNT-MGT and DSD-MNT-SERV for the management and maintenance of ICT Systems hardware.

DSD-ENG-SW for the provision of Software support Services (including 'Software maintenance').

Optional Clauses: None.

6.1.1 Scope of DSD

Status: Core

Purpose: To identify those Products for which help desk Services are required.

Policy: TBD

Guidance: The DSD considers that not all Products Being Supported require help desk Services, either because the help desk Services only apply to a subset of the range of Products (eg, the Software but not hardware) or because subordinate Products are supported by other Services but are not visible to the Help Desk User as defined in clause 6.2.1.1. Accordingly, to identify those Products for which Services apply the clause provides two options: firstly, where the systems/equipment requiring help desk Services are identified within the list of Products Being Supported, at Annex A to the SOW, or, secondly, where they are identified within this clause of the DSD.

The first option is the preferred approach because it is more consistent with the approach for referencing relevant Products across most DSDs and also allows for a larger number of Products (ie, differing hardware and Software Products) to be identified and supported by the Services provided by the DSD.

The second option would be used when the systems/equipment requiring help desk Services are:

- a. small in number and, therefore, easily identifiable within the clause; and/or

- b. not otherwise identified in SOW Annex A (eg, the Mission Systems are identified but not the lower level items to which the Services are provided).

Related Clauses/Documents:

SOW Annex A

Optional Clauses: None

6.2.1 General Requirements for Help Desk Services

Status: Core

Purpose: To provide general requirements for the provision of help desk Services, which assist the tenderers and Contractor to define the scope of the Services and the required resources.

Policy: TBD

Guidance: This clause requires considerable tailoring to ensure that it accurately reflects Defence's requirements for help desk Services. If the draft Contract (Support) is being let in conjunction with a draft Contract (Acquisition), some of the information required to populate this clause should be available through the Operational Concept Document (OCD). Otherwise, drafters will need to liaise with the future operators and maintainers (ie, the Help Desk Users) to obtain the required information.

Drafters must ensure that this clause adequately describes the expected demand to be placed on the help desk. For example, consider specifying the:

- a. numbers of users;
- b. locations (or time zones);
- c. hours of operation; and
- d. expected call rate if known (eg, from work effort under previous contracts) such as the number of calls per hour to be handled, numbers of simultaneous callers to be handled, or other measure(s) describing the level of effort where it is possible and appropriate to do so.

If this DSD is used in a Contract (Support) that is linked to a Contract (Acquisition), it may be appropriate to require the tenderers to propose a description of the expected call rate parameters, including the rationale for the expected demand (eg, from similar contracts).

Clause 6.2.1.1 requires the drafter to provide a reasonable estimate of the number of Help Desk Users. As an example, the draft clause divides users into three categories because it is likely that different categories of user will either require different Services or will use different amounts of individual Services. Where the prospective Help Desk Users are summarised by more or fewer groups not covered by these three categories, drafters should amend the list to describe the user population. Notwithstanding, if there is only one type of Help Desk User, drafters should also amend the clause accordingly.

It may not be feasible to identify the exact number of Help Desk Users and, under these circumstances, it may be more appropriate to identify the maximum number of users in each category (eg, less than, or equal to, 250 Commonwealth operators). Consideration should also be given to describing any forecast changes in user population over the period of the Term, if this is likely. When linked to a Contract (Acquisition), for example, the number of Help Desk Users may vary as more and more items of equipment are delivered under the Contract (Acquisition).

Clause 6.2.1.2 identifies the expected number of service requests to be received by the help desk, which helps to define the scope of work for these Services. The clause may require amendment to suit the specific requirements of the draft Contract.

Clause 6.2.1.3 provides example provisions defining the nature of the help desk Services. It may also be necessary to identify particular Services for each individual category of Help Desk User (eg, users versus group coordinators or operators versus maintainers, where it makes sense to provide the tenderers and the Contractor with

a better understanding of different aspects of scope). Drafters should amend the clause accordingly.

Clause 6.2.1.4 requires the drafter to insert the governing plan for the help desk Services, which could either be a stand-alone Operating Support Plan (OSP) or the Support Services Management Plan (SSMP). A stand-alone OSP could be warranted where the total scope of Operating Support Services is likely to be significant enough that more detail is required than would be provided through the SSMP. Alternatively, a help desk plan or ICT support plan (eg, covering help desk and systems administration) could be specified, which may require an appropriate DID to be developed by the drafter or the extant OSP DID to be tailored.

Clause 6.2.1.5 identifies the mechanisms by which the help desk may be contacted by the Help Desk Users. Generally, this clause should be reviewed but, in many cases, will not require amendment by drafters.

Clause 6.2.1.6 requires the drafter to insert the standard hours of operation. This clause may need to be amended if Services are to be provided in multiple locations for which differing time zones and/or differing hours of operation apply.

There is no need to specify different requirements for help desk support in order to address changes in the level of demand that occur during standard hours specified in clause 6.2.1.6. The Contractor will determine the appropriate level of resources should the standard hours extend beyond 'business hours'. However, additional clauses are required if the scope of Services changes outside of the standard hours, and two options are included at clauses 6.2.1.7 and 6.2.1.8 to address these potential changes.

Option A (clause 6.2.1.7) is an example whereby the Services provided outside of standard hours are reduced to only require the help desk to respond to service requests for class 1 Failures (as described in Table 1) – other service requests would not be actioned until standard hours resume. Option B (at clause 6.2.1.8) provides an option for help desk Services to be increased outside of the standard hours and during periods of Surge (refer SOW clause 3.2.4) – that is, for services over and above and those services provided for class 1 Failures through Option A. The clause assumes that the same level of effort will be required during periods of Surge; however, if this is not the case, drafters should amend the clause accordingly. Drafters may include both Options A and B, include either one, or delete both, depending on the help desk Services required.

If the price for the effort during Surge (Option B) can be defined in advance (eg, on a weekly basis), then Task Priced Services may be a suitable mechanism to use to enact this requirement. Alternatively, if the scope of effort during periods of Surge cannot be defined in advance, then S&Q Services may need to be used.

Related Clauses/Documents:

DID-SSM-SSMP or DID-OPS-OSP, for management of help desk Services

Draft SOW clause 3.2.4, Surge

Attachment B, for Task-Priced Services and S&Q Services

Optional Clauses: None

6.2.2 Service Request Logging

Status: Optional

Purpose: To provide requirements for the logging of service requests in a service management system to ensure that:

- a. there is a traceable history of all help desk activity; and
- b. sufficient information is obtained to enable service requests, which cannot be resolved by the help desk, to be properly assessed and actioned by the resolving group(s).

Policy: TBD

Guidance: This clause defines the requirements for logging service requests in a service management system used by the help desk (which may also be used for managing systems administration Services). Drafters should be aware that this clause does not require the logging of other incidents, including Failures, which are not reported by Help Desk Users (although a Contractor would likely log other incidents as part of their work). For this and other reasons, the clause may need to be amended to suit the specific requirements of the draft Contract.

Drafters must firstly determine whether there is a Defence service management system and, if so, whether the Contractor will be provided with access to this system. Drafters should select from the available options accordingly. If the Contractor will be required to use a Defence system, Attachment E will need to reflect the GFM/GFS provided. Drafters will also need to be aware of the obligations for training Contractor staff if a Commonwealth system is mandated. Clause 3.17 of the draft SOW provides the governing provisions for such training.

If the Contractor will be required to use a Defence service request logging system, then clause 6.2.2.1 may need to be amended to align with the functionality of this system. Otherwise, drafters should amend this clause to align with the specific requirements of the draft Contract. The optional subclause referring to a knowledge base should only be considered for inclusion when the Contractor will be able to present this information (eg, via a DRN website) to Help Desk Users.

Related Clauses/Documents:

Clause 6.2.4, for Failure Classifications.

Draft SOW clause 3.16, for Mandated Defence Information Systems.

Attachment E, for GFM and GFS.

Optional Clauses: None

6.2.3 Service Request Assignment

Status: Optional

Purpose: To provide requirements for the assignment of service requests that cannot be resolved by the help desk.

Policy: TBD

Guidance: Where a service request cannot be resolved directly by the help desk, the request will need to be 'escalated' or referred to other parts of the Contract (eg, to be resolved by ICT systems administration under DSD-MNT-SA) or escalated to the Commonwealth or an Associated Party, such as another Commonwealth contractor. For example, system administration Services may be required to recover data that was accidentally deleted, but those system administration services may be performed by an Associated Party if the scope of help desk Services is limited to the support of a particular Software Product.

The clause includes an initial set of options as to whether a service request will be escalated within the Contractor's organisation (Option A), or to the Commonwealth Representative or an Associated Party nominated by the Commonwealth Representative (Option B). Drafters should select between these options, depending upon the proposed arrangements.

In some contracts, it may be possible for the Contract to escalate some service requests internally (eg, because the Contractor also provides Software support Services to selected Software Products or provides Maintenance of particular hardware Products), while other requests must be escalated to an Associated Party. In this instance, both options A and B are applicable, and drafters must ensure that SOW Annex A identifies the Products for which service requests are escalated internally and which are not. Clauses 6.2.3.3 and 6.2.3.4 would also need to be amended to accommodate this situation, and proposed alternative clauses are provided under the Optional Clauses heading below.

The clause also includes options for when the Contractor will also be undertaking other Services (ie, escalating the service request internally), including system administration Services, general Engineering Services, Software support Services, and Maintenance Services. Drafters should select from these optional clauses depending upon the proposed scope of work under the Contract.

Where general Engineering Services are required to assist with resolving a service request, drafters should consider amending clause 6.2.3 of DSD-ENG-SERV, Engineering Investigations, to include 'the provision of technical advice and assistance to address help desk requests from operators and maintainers of the supported Products', or a similar change to suit the nature of the Contract.

Related Clauses/Documents:

Clause 6.2.4, for Failure Classifications.

DSD-ENG-SW and DSD-MNT-SA, for Software-related changes and systems administration.

DSD-MNT-MGT and DSD-MNT-SERV, for (hardware) Maintenance Services.

DSD-ENG-SERV, for the escalation of service requests that require engineering investigations.

SOW Annex A, if the identification of Products requiring internal escalation versus escalation to another party is required.

Optional Clauses: Alternative clauses to clauses 6.2.3.3 and 6.2.3.4:

Where the Contractor has additional responsibilities under the Contract for a particular Product (eg, as defined at SOW Annex A) to assist with resolving a service request, the Contractor shall escalate the service request to the most appropriate support group within the Contractor's organisation as soon as it becomes clear that the help desk is unable to resolve the service request itself.

Where the Contractor does not have additional responsibilities under the Contract for a particular Product (eg, as defined at SOW Annex A) to assist with resolving a service request, the Contractor shall escalate the service request to the Commonwealth Representative or to an Associated Party nominated by the Commonwealth Representative as soon as it becomes clear that the help desk is unable to resolve the service request itself.

6.2.4 Failure Classification

Status: Optional

Purpose: To provide for the classification of Failures that are related to service requests processed by the help desk.

Policy: TBD

Guidance: Where a service request identifies the presence of a Failure, the help desk is to classify the Failure in accordance with Table 1 and record this classification in the service request log (refer clause 6.2.2.16.2.2.1j). Notably, this DSD includes processing of service requests that involve Failures but not the actual resolution of the Failures themselves, because this is addressed by escalation to the appropriate party in clause 6.2.3, including by referral to other Services provided by the Contractor.

Table 1 identifies the resolution times for service requests related to Failures, which need to be factored into the service request resolution times under clause 6.2.6. The resolution times in Table 1 are also applicable where the Contractor has responsibility for resolving Failures under other DSDs (eg, DSD-MNT-SA, DSD-ENG-SW and DSD-MNT-SERV). The resolution of a Failure requires the restoration of the system's functionality to the Help Desk User. This does not necessarily mean that the underlying cause has been resolved. For example, a hardware item may be replaced to resolve the service request, but an engineering investigation (through DSD-ENG-SERV) may be required to investigate a Defect uncovered during the replacement. Likewise, a Software Failure may be resolved by a workaround, but

the solution to the underlying problem may require a Software change (through DSD-ENG-SW) that will not be implemented until a future Software release.

Drafters are to review and insert the applicable service request resolution times into Table 1 for the four classifications of Failures. To be effective, drafters need to further develop the definitions for Mission Critical Capability and Non Mission Critical Capability in the Glossary. The applicable service request resolution times must also be inserted into Table 1.

In some instances, for example, a class 1 Failure may need to be resolved in less than one Working Day and table entries may need to be re-phrased in terms of hours or business hours (if business hours are adequately defined). When the help desk supports a range of different types of Products, drafters may also need to make some minor changes to the Failure classification descriptions (eg, class '1b' for data and databases may not be applicable).

Service request resolution times in Table 1 are 'requirements' and failure to achieve requirements should be reported. However, actual results are likely to follow a statistical distribution model and specifying singular, fixed resolution times may not be optimal. For example, it is more likely that '70% of requests resolved in X hours and 95% resolved in Y days' would provide a more realistic description of what could be achieved. Drafters should consider the most appropriate way to describe resolution times and amend clause 6.2.4 accordingly.

The service request resolution times in Table 1 could be used as the basis of measurement for a Key Performance Indicator (KPI) (ie, a KPI defined in Attachment P may replace the resolution times in Table 1, depending on the approach taken). A typical KPI would evaluate the achievement of resolution times for each Failure class, and then combine the results into a single score (ie, by multiplying the results for each Failure class by a weighting factor). For example, the average service request resolution time over a Review Period could be compared against the 'target' resolution times in Table 1 (eg, 80% of class 1 Failures resolved within two hours (of help desk operation) and 80% of class 2 Failures resolved in 1 day (or eight 'help desk hours'), etc). Secondly, the achievement in each class of Failure could be weighted to reflect their importance as part of a single calculated result (eg, 50% for class 1, 25% for class 2, 15% for class 3 and 10% for class 4, noting that weighting factors must add up to 100%). Such KPIs require rules to manage scoring when a service request is escalated or referred to an Associated Party, rather than being directly resolved (noting that default rules are included in clause 6.2.6). Whatever KPI is chosen, the drafter must ensure consistency between the definitions in Table 1, the definitions in the Glossary, and the KPI definition(s) in Attachment P.

Although Table 1 only has a single column for service request resolution times, additional columns may be added for different priority levels (eg, high priority for deployed units and routine priority for everyone else). When some service requests must be resolved by the Contractor (eg, through DSD-MNT-SA) while others will be escalated to Associated Parties (refer clause 6.2.5), another column may be added for internal service request resolution versus those escalated and referred to another party. As above, such details may also be factored into KPIs, when used.

Where there is an established failure-severity / priority classification system for the ICT system or organisation, drafters should consider amending the DSD to align with the existing regime.

Drafters should be aware that the Failure class and service request resolution times are explicitly referenced from DSD-MNT-SA (if Failure resolution is achieved through referral to systems administration), and any changes to Table 1 should be coordinated and consistent with the requirements for this other DSD.

Optional clauses 6.2.4 to 6.2.7 inclusive (for use when the Contractor also has responsibility for resolving Failures) provide rules as to when a Failure may be considered resolved and, therefore, whether or not a service request may be closed.

Related Clauses/Documents:

DSD-MNT-SA, ICT Systems Administration.

Attachment M, Glossary, for definitions of Mission Critical Capability and Non Mission Critical Capability.

Attachment P, Performance Assessment, if the resolution of service requests will be assessed using KPIs.

Optional Clauses: None

6.2.5 Service Request Resolution

Status: Core

Purpose: To define the resolution conditions applicable to help desk service requests.

Policy: TBD

Guidance: This clause defines the conditions related to the resolution of service requests (subsequent actions are then required to close the service request). The clause covers three main aspects, service requests not related to a Failure, service requests related to Failures, and the ability for the Commonwealth to review and possible re-opening of service requests that the Contractor has stated as having been resolved.

Clause 6.2.5.1 defines the criteria for the resolution of service requests not related to a Failure, being either confirmation that the request has been resolved by the Contractor through the help desk or other Services, or by escalation (referral) to an Associated Party for resolution, when the issue is outside the scope of the Contractor's responsibility. The Associated Party may be a Defence organisation such as a network help desk, or another contractor such as the OEM.

Clause 6.2.5.2 defines the criteria for the resolution of a service request that involves a Failure. This is similar to the preceding clause but takes into account the Failure classifications and the potential for workaround solutions to resolve service requests even though the actual Failure may be resolved separately (eg, via a Software change in the longer term).

Clause 6.2.5.3 confirms that if the responsibility for resolving, or implementing the solution to, the service request lies with the Contractor then escalation to another part of the Contractor's organisation (including subcontractors) or Associated Party does not mean that the service request is resolved or closed (but the Contractor, in accordance with clause 6.2.6, will not be responsible for the time taken for an Associated Party to resolve the service request).

Clauses 6.2.5.4 to 6.2.5.6 describe the Commonwealth's ability to review and re-open any service request that was given a status of 'resolved' or 'closed' but the Commonwealth determines that the issue was not satisfactorily resolved.

Related Clauses/Documents:

DSD-MNT-SA, ICT Systems Administration.

Attachment P, Performance Assessment, if the resolution of service requests will be assessed using a KPI.

Optional Clauses: None

6.2.6 Service Request Resolution Times

Status: Optional

Purpose: To define the resolution times applicable to help desk service requests.

Policy: TBD

Guidance: This clause states, in absolute terms, the time limits for service request resolution times and how the escalation of service requests is handled when calculating resolution times. If a KPI (defined in Attachment P) is used to measure Contractor performance with respect to service request responses and resolution, then these clauses may not be required. If the clauses are not required, then the heading should be retained and the clauses replaced with a single 'Not used'.

Drafters need to specify the service request resolution times in clause 6.2.6.2. These resolution times also need to be established in due consideration of the closure criteria defined in clause 6.2.6.

An OPM (specified in Attachment Q) could be used to monitor performance; however, such an approach would still generally require the service request resolution times to be specified using this clause (eg, where the OPM is the average of the service request resolution times).

Definition of resolution times, in absolute terms, will not suit all contracts and percentage completion rates may be preferred for service requests that do not involve a Failure / incident (eg, 90% complete within two hours and 100% complete within eight hours). This approach can discourage help desk staff from escalating service requests to 'buy time', but it requires reliable data to specify effectively. Drafters of contracts using this approach (ie, percentages) would replace clauses 6.2.6.2a and b accordingly.

If some or all service requests will be escalated to the Commonwealth organisation or an Associated Party, then drafters should retain clause 6.2.6.3 to appropriately define the effect on the calculation of service request resolution times. If all escalations from the help desk will be managed internally by the Contractor, then this clause can be deleted.

In all cases when this clause is used, drafters must check overall consistency for help desk Services, particularly in relation to the times for Failure-related service request resolution times in Table 1 under clause 6.2.4.

Drafters need to specify the service request resolution times in clause 6.2.6.2. These resolution times also need to be established in due consideration of the closure criteria defined in clause 6.2.7.

Related Clauses/Documents:

Clause 6.2.1, for help desk contact methods and operating hours.

Clause 6.2.4, for consistency with Failure-related resolution times.

Clause 6.2.7, Service Request Closure.

DSD-ENG-SW, DSD-MNT-SA, DSD-MNT-SERV and DSD-ENG-SERV, where applicable to the escalation of service requests.

Optional Clauses: None

6.2.7 Service Request Closure

Status: Optional

Purpose: To define the requirements / conditions for the closure of service requests.

Policy: TBD

Guidance: This clause states the requirements to be met for a help desk service request to be closed and includes the requirement for the Contractor to seek feedback from the Help Desk Users to ascertain whether or not they are satisfied with the support provided through the help desk.

Where this feedback indicates that the user is unhappy with the Service, the Contractor is required to advise the Commonwealth Representative and to take the necessary steps to remedy the situation. If the feedback is sufficiently poor, the Commonwealth Representative can request the Contractor to raise a Remediation Plan in accordance with clause 6.12 of the Conditions of Contract (COC).

This clause also acknowledges that, in some cases, Help Desk Users may not respond to the help desk when seeking to close a service request. In these cases, and after reasonable effort has been made, the Contractor can seek the agreement of the Commonwealth Representative to close the service request.

Drafters are required to insert the applicable percentage of service requests for which the Contractor must seek feedback. Typically, this would only be a sample of all service requests as a method of Validating the quality of the Services received.

Drafter should note that user feedback is generally not suitable for use in KPIs due to the subjective and inconsistent nature of individual user assessments.

For some Contracts, it may be necessary to define additional criteria for closing service requests. For example, a help desk may provide support to Defence units that are performing equipment Maintenance (eg, a technical support desk). For these types of situations, Failures are the most common reason for help desk service requests; however, resolution of a Failure is often outside of the Contractor's control. Instead of the help desk service request being closed when the equipment has been fixed, the service request may be considered completed after the originator has received advice regarding, for example, how to handle the Failure (subject to no follow-up request) or after an applicable spare parts order has been placed. Where additional criteria are required to fully define when service requests can be closed, clause 6.2.7 should be amended accordingly.

Related Clauses/Documents:

COC clause 6.12, for Remediation Plans.

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-OPS-HLPDSK-V5.2**
2. **TITLE: HELP DESK SERVICES**
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 This DSD describes the help desk Services to be provided by the Contractor to assist operators and maintainers of the Products for which this support is required, as identified in this DSD.
 - 3.2 The Commonwealth uses this DSD to define the range and scope of work related to help desk Services required under the Contract.
 - 3.3 The Contractor uses this DSD to identify the work requirements and Commonwealth interfaces associated with the help desk Services required under the Contract.
4. **INTER-RELATIONSHIPS**
 - 4.1 This DSD forms part of the SOW.

Note to drafters: Amend the following clause to suit the scope of the Services.

- 4.2 This DSD shall be undertaken in conjunction with DSD-MNT-MGT and DSD-MNT-SERV for the management and conduct of hardware Maintenance.
- 4.3 This DSD shall be undertaken in conjunction with DSD-MNT-SA for system administration Services.
- 4.4 This DSD shall be undertaken in conjunction with DSD-ENG-SW to effect Software change, including corrections, enhancement and adaptations.
5. **APPLICABLE DOCUMENTS**
 - 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to help desk support). Do not include reference to Defence policies unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

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6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope of DSD

Note to drafters: Select from the following options, depending upon whether or not the Products requiring help desk Services will be identified in SOW Annex A. Refer to the guidance for further information.

Option A: For when the systems and equipment for which help desk Services will be required will be identified in SOW Annex A.

6.1.1.1 The Contractor shall provide help desk Services, as described in this DSD, for the Products listed in Annex A to the SOW for which these Services are annotated as required.

Option B: For when the systems and equipment for which help desk Services are required will be identified in this DSD.

6.1.1.2 The Contractor shall provide help desk Services, as described in this DSD, for the [...INSERT NAME OF SYSTEMS / EQUIPMENT...].

6.2 Services

6.2.1 General Requirements for Help Desk Services

Note to drafters: Amend the following clause to identify the numbers and types of personnel requiring help desk Services. The aim here is to ensure that the tenderers and the Contractor understand the scope of work associated with these Services. Refer to the guidance (above) for additional information.

6.2.1.1 The Contractor shall provide help desk Services to the following personnel (referred to hereafter as 'Help Desk Users'):

- a. [...INSERT NUMBER...] of Commonwealth operators;
- b. [...INSERT NUMBER...] of Commonwealth support personnel (eg, maintainers); and
- c. [...INSERT NUMBER...] of third party users.

Note to drafters: Amend the following clause to suit the specific requirements of the Contract, noting that the level of effort required will be used to estimate a Recurring Service Fee. The clause may also need to be modified if the number of service requests is likely to change during periods of Surge (eg, subject to clause 6.2.1.8).

6.2.1.2 The expected number of service requests to be received by the Contractor is:

- a. no more than one service request per Help Desk User per month for the first year after OD; and
- b. no more than one service request per Help Desk User per quarter for the second and subsequent years after OD through to the end of the Term.

Note to drafters: Amend the following clauses for the range of help desk Services required.

6.2.1.3 The Contractor's help desk shall provide the following range of Services in relation to the Products identified at clause 6.1.1:

- a. provision of advice and direction to Help Desk Users on matters relating to:
 - (i) the function and performance of the systems and equipment, including firmware and Software;
 - (ii) issues, problems and incidents with respect to the operation of the identified Products;
 - (iii) Maintenance procedures being employed by Help Desk Users;
 - (iv) availability of, and delivery lead-times for, RIs and Non-RIs; and

- (v) coordinating, and assisting with, Commonwealth requests for vendor and/or third party support;

Note to drafters: Amend the following subclauses for the scope of the required knowledge base. If a knowledge base is not required, then delete the subclause.

- b. development and maintenance of a knowledge base that enables Help Desk Users to access self-help resources and assists help desk operators to apply work-around solutions that address known problems;
- c. coordination of Maintenance Services provided to Help Desk User locations, as requested by the Commonwealth;
- d. provision of advice and status information to Help Desk Users in relation to Maintenance administration, including such aspects as:
 - (i) warranty; and
 - (ii) spares and repair parts analysis, predictions and monitoring;
- e. provision of advice and direction to Help Desk Users in relation to user administration (eg, account management and password resets); and
- f. referral of service requests, which are unable to be resolved by the help desk, to other functional areas within the Contractor's organisation, Associated Parties or the Commonwealth, as applicable, for further action.

Note to drafters: If only a portion of the Applicable Documents listed in clause 5 are applicable, then the following clause should be modified to ensure that only those applicable portions are mandated on the Contractor. Also, select the applicable plan, depending upon the governing plan for Operating Support Services, as defined in the body of the SOW. If there are no applicable documents, then the following clause should be deleted.

- 6.2.1.4 The Contractor shall provide help desk Services in accordance with the applicable documents listed in clause 5 of this DSD, as tailored by the Approved [...INSERT 'OSP' OR 'SSMP'...].
- 6.2.1.5 The Contractor shall provide a free-call phone number, e-mail address, and self-service portal for use by the Help Desk Users to correspond with the Contractor's help desk.
- 6.2.1.6 The Contractor help desk Services shall be provided between [...INSERT TIME...] and [...INSERT TIME...], Eastern Standard Time / Eastern Summer Time, as applicable ('standard hours').

Note to drafters: The Contractor will determine help desk resources for different times of the day. Additional clauses for outside of standard hours of operation are only necessary if the scope of the required Services changes. Option A provides an example for a reduced level of Services. Option B allows for the full scope of Services outside of standard hours, during periods of Surge. Either or both options may be selected and tailored or deleted.

Option A: For when help desk Services will be provided outside of standard 'office' hours, at a reduced level of service.

- 6.2.1.7 The Contractor shall provide help desk Services outside of the standard hours for responding to and resolving service requests classified as class 1 in accordance with Table 1. These help desk Services shall be accessible by the free-call phone number provided in accordance with clause 6.2.1.5.

Option B: For when help desk Services will change during periods of Surge. Select Task Priced Services if a price can be identified in advance (eg, for additional help desk Services per week or month) or S&Q Services if the additional effort cannot be priced in advance.

- 6.2.1.8 During periods of Surge, the Contractor shall provide additional capacity for help desk Services outside of the standard hours defined in clause 6.2.1.6 as [...INSERT 'Task Priced Services' OR 'S&Q Services'...].
- 6.2.1.9 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Contractor's help desk knowledge base for the duration of the Contract.

6.2.2 Service Request Logging

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

- 6.2.2.1** The Contractor shall maintain a record, in a help desk service management system, of each service request, including:
- a. a unique reference number;
 - b. service request categorisation (eg, by Configuration Item or by function);
 - c. date and time when the service request was made;
 - d. name and/or other identification, department, phone, and location of the person and/or group making the request;
 - e. method of notification (eg, telephone, automatic, e-mail, or in person);
 - f. contact details (eg, name, department, phone, and location) of the user, where the user is different to the person and/or group making the request;
 - g. call-back method (eg, telephone or e-mail);
 - h. description of the service required or the symptoms being experienced by the Help Desk User, as applicable;
 - i. related Software and/or hardware Configuration Item(s);
 - j. where the service request indicates the presence of a Failure:
 - (i) the Failure class (determined in accordance with clause 6.2.4); and
 - (ii) known problem(s), error(s), and workaround(s) related to the Failure;
 - k. where the service request is not related to a Failure (eg, to modify ICT user accounts or to relocate ICT equipment), details of the:
 - (i) urgency (ie, how quickly a resolution is needed), including any requested resolution timeframe;
 - (ii) impact on the Help Desk User(s); and
 - (iii) prioritisation (eg, based on urgency and impact);
 - l. support group and/or person to which the service request is allocated;
 - m. where a service request has been escalated to an Associated Party (in accordance with clause 6.2.3), details of the referral;
 - n. a summary of the activities undertaken in response to the service request including actions taken to resolve a Failure (when applicable);
 - o. service request status (eg, active, pending, escalated, resolved or closed);
 - p. service request resolution date and time;
 - q. service request closure category; and
 - r. service request closure date and time.

Note to drafters: Select from the following optional clauses A (including A-1 and A-2) or B, based on whether or not the Contractor will be provided with on-line access to a Defence service request logging system. If a Contractor will be provided access, select clause A-1 and update

the Attachment E if the system is provided for their exclusive use, or clause A-2 for shared use (shared with Defence staff or another contractor).

Training in Defence information systems is addressed in clause 3.16.1 of the SOW.

Option A: For when the Contractor will be provided with on-line access to a Defence service management system for logging service requests. The name of the system must be inserted into the applicable clauses below as well as the title of any governing plan or procedure(s) that describes how to use the system.

6.2.2.2 The Commonwealth shall provide the Contractor with on-line access to the [...INSERT NAME OF SYSTEM / SOFTWARE...], for the purposes of undertaking clause 6.2.2.1.

6.2.2.3 Without limiting clause 11.10 of the COC, the Contractor shall use the [...INSERT NAME OF SYSTEM / SOFTWARE...] in accordance with [...INSERT NAME OF SYSTEM / SOFTWARE MANAGEMENT PLAN / PROCEDURES...].

Option A-1: For when the Contractor will be provided with hardware and Software for a Defence service management system used for logging service requests.

6.2.2.4 The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS to support the use of [...INSERT NAME OF SYSTEM / SOFTWARE...], as detailed in Attachment E.

Option A-2: For when the Contractor will share access to a Defence service management system for logging service requests.

6.2.2.5 The Commonwealth shall provide the Contractor with access to [...INSERT NUMBER...] of shared [...INSERT NAME OF SYSTEM...] terminals at [...INSERT LOCATION/TIME DETAILS...].

Option B: For when the Contractor will NOT be provided on-line access to a Defence system for logging service requests and the Contractor is required to implement a system.

6.2.2.6 The Contractor shall implement a service management system for logging service requests, managing Failures reported by Help Desk Users, and recording the actions taken to meet the requirements of clause 6.2.2.1.

6.2.2.7 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Contractor's service management system for the duration of the Contract.

6.2.2.8 The Contractor shall maintain detailed records of all service requests and resolution activities conducted. Such help desk records are to be archived by the Contractor in accordance with the processes and timeframes specified in the Approved [...INSERT 'OSP' OR 'SSMP'...].

6.2.2.9 The Contractor acknowledges and agrees that access to its archived help desk records may be required by the Commonwealth for auditing and investigation purposes.

6.2.2.10 When requested by the Commonwealth Representative, the Contractor shall pass all help desk records to the Commonwealth within five Working Days of the request (or other timeframe agreed between both parties).

6.2.3 Service Request Assignment

6.2.3.1 The Contractor shall promptly investigate and perform diagnosis in order to understand the nature of each service request and to determine an appropriate response.

6.2.3.2 The Contractor shall not delay corrective action or the provision of a workaround solution, wherever practicable, due to the need for investigation and diagnosis.

Note to drafters: Select from Option A or B below, depending upon the arrangements in place for resolving service requests that are beyond the capability of the help desk to resolve. In some

cases, both options may be applicable and drafters should refer to the guidance for addressing this situation.

Option A: For when a service request will be escalated within the Contractor's organisation.

6.2.3.3 The Contractor shall escalate a service request to the most appropriate support group within the Contractor's organisation as soon as it becomes clear that the help desk is unable to resolve the service request itself.

Option B: For when a service request will either be escalated to the Commonwealth Representative (eg, when resolution will be organised by the Commonwealth Representative using an Associated Party) or when coordination will be required with an Associated Party (eg, under separate contractual arrangements with the Commonwealth).

6.2.3.4 The Contractor shall escalate a service request to an Associated Party nominated by the Commonwealth Representative as soon as it becomes clear that the help desk is unable to resolve the service request itself.

6.2.3.5 For any service request escalated to an Associated Party, the Contractor shall promptly provide any supporting information reasonably required by the Associated Party to enable the service request to be actioned and resolved. The Contractor acknowledges that any such information required by the Associated Party may require the help desk to seek additional information from the Help Desk User who initiated the service request.

6.2.3.6 The Contractor shall track the progress of each service request, including for any service request that has been escalated, and keep the initiator of the request informed of escalations and progress until the service request is closed by the help desk in accordance with clause 6.2.6. Ownership of all service requests remains with the help desk until the requests are closed.

6.2.3.7 The Contractor shall ensure that each service request record is maintained with current information, and a full history of the actions taken, in order to:

- a. facilitate resolution of the service request by the party assigned to do so;
- b. enable the help desk to provide up-to-date feedback to the Help Desk User who initiated the service request; and
- c. facilitate future trend analyses of issues, problems and incidents.

Option: For when the Contractor also has responsibility for the provision of system administration Services.

6.2.3.8 Where a service request indicates the need for ICT system administration Services, the Contractor shall process the request in accordance with the requirements of DSD-MNT-SA.

Option: For when the Contractor also has responsibility for the provision of Software support Services.

6.2.3.9 Where a service request indicates the need for the Software to be changed, the Contractor shall raise and process a Software Change Request in accordance with the requirements of DSD-ENG-SW.

Option: For when the Contractor also has responsibility for the provision of general Engineering Services.

6.2.3.10 Where a service request indicates the need for Engineering Services (eg, to undertake an engineering investigation), the Contractor shall process the request in accordance with the requirements of DSD-ENG-SERV.

Option: For when the Contractor also has responsibility for the provision of Maintenance Services for associated hardware Products.

6.2.3.11 Where a service request indicates the need for Maintenance Services, the Contractor shall process the request in accordance with the requirements of DSD-MNT-MGT and DSD-MNT-SERV.

6.2.4 Failure Classification

6.2.4.1 Where a service request indicates the presence of a Failure, the Contractor shall classify the Failure in accordance with Table 1.

6.2.4.2 The Contractor shall ensure that each Failure is fully documented in the help desk service management system to enable:

- a. independent analysis by the Commonwealth, or a third party appointed by the Commonwealth, of the types and frequencies of Failures; and
- b. Failure trends to be established for future use in optimising support arrangements.

6.2.4.3 The Commonwealth Representative may, in consultation with the Contractor, review and amend the classification of a Failure. In the event of a disagreement between the parties regarding Failure classification, the Commonwealth Representative's classification shall be final and binding on the parties.

Note to drafters: Table 1 is used as the basis of assigning program-specific resolution times (or KPIs may be defined in Attachment P) when service requests result from Failures, and needs to be tailored to suit program-specific requirements. For example, in some systems, one Working Day to resolve a service request for a Class 1 Failure will not be acceptable. The service request may be resolved by correcting the Failure or escalation. If the Contractor is not responsible for resolving Failures under the Contract (ie, through DSD-MNT-SA and/or DSD-ENG-SW), then resolution will depend on escalation (referral to an Associated Party). If there is more than one priority level for service requests (ie, depending on user rank or unit priority), a second column for higher priority resolution times may be added.

Table 1: Failure Classifications and Resolution Times

Class	Applies if a Failure:	Service Request Resolution Time
1	<ol style="list-style-type: none"> a. prevents the accomplishment of a Mission Critical Capability and no work-around solution (Approved by the Commonwealth Representative) is known; or b. jeopardises data, database integrity or security for any Mission Critical Capabilities. 	Within [... INSERT NUMBER ...] Working Day(s)
2	<ol style="list-style-type: none"> a. adversely affects the accomplishment of a Mission Critical Capability but a work-around solution (Approved by the Commonwealth Representative) is known; or b. prevents the accomplishment of a Non Mission Critical Capability and no work-around solution (Approved by the Commonwealth Representative) is known. 	Within [... INSERT NUMBER ...] Working Days
3	<ol style="list-style-type: none"> a. adversely affects the accomplishment of a Non Mission Critical Capability, but a work-around solution is known. 	Within [... INSERT NUMBER ...] Working Days
4	<ol style="list-style-type: none"> a. results in user/operator inconvenience or annoyance but does not adversely affect a Mission Critical Capability or a Non Mission Critical Capability; or b. results in any other effect. 	As part of a designated change

6.2.5 Service Request Resolution

Note to drafters: The following clauses anticipate that service requests may be escalated to an Associated Party. When this is not the case the following clauses will need to be revised. See guidance for further information.

6.2.5.1 For a service request that is not related to a Failure, the Contractor shall only record the service request as being resolved (but not closed):

- a. once the actions undertaken are confirmed as having resolved the service request (eg, by user confirmation or test); or
- b. when the service request has been escalated to an Associated Party, and the Associated Party has accepted responsibility for the service request and for implementing a solution.

6.2.5.2 For a service request that is related to a Failure, the Contractor shall only record the service request as being resolved (but not closed);

- a. for a new class 1 or class 2 Failure, once the Commonwealth Representative has Approved the implemented solution or work-around;
- b. for the recurrence of a previously resolved class 1 or class 2 Failure, when a previously Approved solution or work-around has been implemented;
- c. for a class 3 or class 4 Failure, once a solution to the Failure or a work-around has been implemented and confirmed as having restored the applicable functionality; or
- d. when the service request has been escalated to an Associated Party, and the Associated Party has accepted responsibility for the service request and for implementing a solution.

6.2.5.3 A service request that is escalated to:

- a. another part of the Contractor's organisation (including to Subcontractors); or
- b. an Associated Party, where implementation of a solution is likely to require action by the Contractor;

shall remain open until the requirements of either clause 6.2.5.1 or clause 6.2.5.2 have been met.

6.2.5.4 Within 10 Working Days of closing a service request, the Commonwealth Representative may review the solution, including any work-around solution, and if considered necessary reject the solution and notify the Contractor, in writing, of that rejection.

6.2.5.5 Where the solution to a service request is rejected under clause 6.2.5.4, the service request shall be reopened from the time that the Contractor receives the notice rejecting the solution, and shall remain open until a revised solution is Approved and implemented.

6.2.5.6 Where a Help Desk User disagrees with the closure of a service request under clause 6.2.7.2 because the issue, or a symptom of that issue, remains unresolved, the service request shall be reopened from the time the Contractor contacted the Help Desk User to close the service request, and shall remain open until a revised solution is implemented.

6.2.6 Service Request Resolution Times

6.2.6.1 The Contractor shall measure resolution times, for service requests, commencing from the time of the Help Desk User's first contact with the help desk using a method identified in clause 6.2.1.5.

Note to drafters: The following clause should be amended to suit the requirements of the Contract. For example, if there are more than two priority levels then subclause a should be amended. If the resolution times are covered by a KPI, then the following clause may not be required and the clause can be deleted and replaced with 'Not used'.

6.2.6.2 The Contractor shall resolve all service requests within the following resolution times:

- a. for service requests that do not involve a Failure, less than or equal to:
 - (i) for high priority service requests: [... INSERT NUMBER ...] [... INSERT 'minutes' OR 'hours'...];

(ii) for routine priority service requests: [... INSERT NUMBER ...] hours; and

b. for service requests that do involve a Failure, in accordance with the service request resolution times specified in Table 1.

6.2.6.3 For clarity, the time taken by an Associated Party to evaluate a service request, from the time that the Associated Party accepts responsibility for the service request until responding to the Contractor with a resolution, shall not be included in the resolution time for the purposes of Table 1.

6.2.6.4 For clarity, the time taken by the Commonwealth Representative to Approve or reject a solution to a Failure, in accordance with clause 6.2.5, shall not be included in the resolution time for the purposes of Table 1.

6.2.6.5 The service request resolution times specified in this clause 6.2.6 only elapse during the operating hours of the help desk, as defined under clause 6.2.1.

6.2.7 Service Request Closure

Note to drafters: If all service requests will be escalated within the Contractor's organisation the following clause should not be required and may be deleted.

6.2.7.1 Where a service request has been escalated to an Associated Party, the Contractor shall only close the service request once the Associated Party has advised that the service request has been resolved, or as otherwise agreed by the Commonwealth Representative.

6.2.7.2 Where a service request has not been escalated, the Contractor shall, prior to closing the service request:

- a. confirm that the originator of the service request is satisfied with the resolution that has been implemented and agrees that the service request can be closed; or
- b. after three attempts over three days to contact the originator of the service request, without result, seek agreement from the Commonwealth Representative to close the service request.

6.2.7.3 Prior to closing a service request, the Contractor shall confirm that the service request log is correct, complete and that a full historic record has been captured, including any information from an Associated Party involved with the resolution of the service request.

6.2.7.4 The Contractor shall determine (in conjunction with Associated Parties, where applicable) if it is likely that the incident causing the service request could recur and whether preventive action is necessary to reduce the occurrence of similar requests in the future.

6.2.7.5 The Contractor may automatically close service requests of specific categorisations within a pre-defined period subject to:

- a. prior agreement with the Commonwealth Representative; and
- b. this decision being widely publicised so that all Help Desk Users are aware of it.

6.2.7.6 The Contractor shall carry out a user-satisfaction survey, via e-mail or on-line survey, for [... INSERT PERCENTAGE ...] of service requests and include the results of the surveys with the applicable service request logs.

Note to drafters: Depending upon the significance placed on user feedback surveys, it may be more appropriate to include reporting of this feedback in the CSSR. If this approach is adopted, the DID for the CSSR should be amended and the following clause should be amended to refer to the reporting within the CSSR.

6.2.7.7 When requested by the Commonwealth Representative, the Contractor shall provide copies of the user-satisfaction surveys to the Commonwealth Representative in the format requested and within five Working Days (or other timeframe agreed between both parties) of the request.

6.2.7.8 Where user-satisfaction surveys indicate that the Help Desk Users are not satisfied with any aspect of the help desk Services, the Contractor shall promptly advise the Commonwealth Representative and shall take the necessary steps to remedy the situation. If considered necessary by the Commonwealth Representative, the Commonwealth

Representative may require the Contractor to submit a Remediation Plan in accordance with clause 6.12 of the COC, in order to address the situation.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-OPS-TEMPLATE

(DSD TITLE)

<u>Status:</u>	Template
<u>Purpose:</u>	To provide a framework from which drafters can develop DSDs to define Operating Support Service requirements.
<u>Policy:</u>	Nil.
<u>Guidance:</u>	<p>This DSD is an outline only; substantial development is required to identify specific Operating Support requirements.</p> <p>Drafters should refer to the Tailoring Guide addressing SOW clause 4 for an explanation of what Operating Support entails. Also refer to <i>the ASDEFCON (Strategic Materiel)</i> philosophy on Support System Constituent Capabilities for an explanation of 'Operating Support'.</p> <p>In many instances, Contractor-provided Operating Support will be described by the duty statements of the individuals, or groups of Contractor staff, undertaking the provision of those Services. This DSD template is intended as a 'blank' on which drafters are to develop or insert a description, possibly structured around duty statements, for the particular Operating Support Services required.</p>
<u>Related Clauses/Documents:</u>	Draft SOW clause 4, Operating Support
<u>Optional Clauses:</u>	None

DETAILED SERVICE DESCRIPTION

Note to drafters: Update the DSD number using the document property 'title' and refresh the field below. Use 'V' from the ASDEFCON Styles Toolbar to update the version number.

1. **DSD NUMBER:** DSD-OPS-TEMPLATE-V5.2
2. **TITLE:** [...INSERT NAME OF DSD...]
3. **DESCRIPTION AND INTENDED USE**

Note to drafters: Expand the following clause to outline the nature of the Operating Support Services included within the scope of this DSD.

- 3.1 This DSD defines the requirements for the provision of Operating Support Services to enable the Commonwealth to achieve [...INSERT APPLICABLE OBJECTIVE(S)...].
4. **INTER-RELATIONSHIPS**
 - 4.1 This DSD forms part of the SOW.
 - 4.2 This DSD must be applied in conjunction with the Operating Support Services described by the Operating Support requirements of the SOW and related DSDs.
5. **APPLICABLE DOCUMENTS**

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to Operating Support Services). Do not include reference to Defence policy (eg, DI(G) OPS), unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

- 5.1 The following documents form a part of this DSD to the extent specified herein:

Reference Number	Title
	[...INSERT REFERENCES TO OPERATING MANUALS, DUTY STATEMENTS, ETC, AS REQUIRED...]

6. **SERVICE DESCRIPTION**

- 6.1 **Introduction**

- 6.1.1 **Scope of DSD**

- 6.1.1.1 The Contractor shall provide Operating Support Services, as described in this DSD, for the following Products listed at Annex A to the SOW:
 - a. [...INSERT NAME OF MISSION SYSTEM REQUIRING OPERATING SUPPORT SERVICES...];
 - b. [...INSERT NAME OF OTHER PRODUCT REQUIRING OPERATING SUPPORT SERVICES...]; and
 - c. [...INSERT NAME OF OTHER PRODUCT REQUIRING OPERATING SUPPORT SERVICES...].

- 6.2 **Services**

- 6.2.1 **General**

- 6.2.1.1 The Contractor shall provide Operating Support Services to ensure that the Contract Performance Measures are satisfied.

Note to drafters: If only a portion of the Applicable Documents listed in clause 5 are applicable, then the following clause would need to be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

- 6.2.1.2 The Contractor shall provide Operating Support Services in accordance with:

- a. the applicable documents listed in clause 5 of this DSD; and
- b. the operating manuals for the Products specified at clause 6.1.1.1 of this DSD.

6.2.1.3 The Contractor shall maintain a schedule of known Operating Support activities, projecting work effort for a period of not less than one year in advance, or until the end of the Term where that period is less than one year.

6.2.2 Description of Services

6.2.2.1 The Contractor shall provide Operating Support Services to the [...INSERT NAME OF MISSION SYSTEM...] located at [...INSERT LOCATION(S)...].

6.2.2.2 The Contractor Services shall be provided [...FROM [TBD] TO [TBD] HOURS, OR X HOURS PER YEAR, OR...].

6.2.2.3 The Contractor shall provide [...INSERT DESCRIPTION OF SERVICES...].

6.2.3 Workforce Requirements

Note to drafters: *Drafters should only include this clause if the Commonwealth wishes to mandate particular personnel requirements on the Contractor. If so, drafters are to develop the following clauses according to the range of the Services required from each position, or team of Contractor personnel, providing a particular Service. This clause will most likely resemble a collection of duty statements. If duty statements exist, these paragraphs may refer to them, provided that the duty statements are included in the RFT package.*

Note to tenderers: *Tenderers may propose workforce options. All workforce options are to be provided with sufficient detail for the Commonwealth to fully analyse the proposal. The details are to include qualifications, experience, competencies, etc.*

6.2.3.1 [...INSERT TITLE OF POSITION...] [...INSERT TITLE OF POSITION...] is responsible for:

- a. ;
- b. ; and
- c. , and

is required to have the following skills and experience:

- d. ;
- e. ; and
- f. .

6.2.3.2 [...INSERT TITLE OF POSITION...] [...INSERT TITLE OF POSITION...] is responsible for:

- a. ;
- b. ; and
- c. , and

is required to have the following skills and experience:

- d. ;
- e. ; and
- f. .

6.2.4 Management Requirements

Note to drafters: *Develop appropriate clauses for management issues.*

Note to tenderers: Tenderers may propose management options. All management options are to be provided with sufficient detail for the Commonwealth to fully analyse the proposal. The details are to include qualifications, experience, competencies, etc.

6.2.4.1 [...INSERT MANAGEMENT AND REPORTING REQUIREMENTS PARTICULAR TO THE MANAGEMENT OF THE ABOVE POSITIONS...].

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-SUP-MILIS

(MILITARY INTEGRATED LOGISTICS INFORMATION SYSTEM USE)

<u>Status:</u>	<p>Optional</p> <p>This DSD is for use in Contracts where the Contractor is required to use Defence information systems to manage Stock Items, as part of the Supply Services.</p> <p>The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years, with inventory management and stock control functions that have been performed using the MILIS being scheduled for replacement by the 'Supply Chain Management' functions within ERP. For further information, refer to the Defence ERP Program websites.</p> <p>Once details for the introduction of the relevant Defence ERP System functions are known, this DSD, and documents referenced by it, will require update.</p> <p>Depending on the implementation schedule of Defence ERP System functions, and an individual tender, some or all of this DSD may need to be updated before tender release, during negotiations, and/or under any resultant Contract. Changes will be required in clauses that reference MILIS, manuals (that replace the ESCM), and the number and title of the DSD (and the corresponding CSRL entry and SOW Clause 7.3). Note that a number of functions, which can be performed using the MILIS, are described in other DSDs, such as Requirements Determination under DSD-SUP-SERV and Cataloguing in DSD-SUP-SACC, and these will need to be co-ordinated. There may also be changes required to the lists of GFE, GFD/GFI, and GFS in Attachment E that provide access to Defence information systems.</p>
<u>Policy:</u>	<p>DEFLOGMAN Part 3 (ESCM) Volume 2 Section 3 Chapter 1 Annex A, <i>MILIS Ellipse Security and Access</i></p> <p>FINMAN2 (Financial Delegations Manual), Schedule 21A, Delegation to prescribe certain persons as officials of the Department of Defence</p>
<u>Guidance:</u>	<p>This DSD addresses those Supply Services for which the Contractor is required to use a Defence inventory management system.</p> <p>The DSD addresses the provision of Contractor access to the MILIS. Under the MILIS business processes, access is provided through the Defence Protected Environment (DPE), with this access further managed through profiles relating to the job / task functions (eg, Maintenance and Supply are separate job functions). Access is only provided to personnel with appropriate security clearances and demonstrated proficiency; hence, there is a link between this DSD and SOW clause 3.16, Training In Defence Information Systems.</p> <p>The drafter should read the general guidance given in DSD-SUP-SERV as it applies to MILIS use.</p>
<u>Related Clauses/ Documents:</u>	<p>DID-SUP-CSSP</p> <p>DSD-SUP-SERV</p> <p>Draft SOW clause 3.16, Mandated Defence Information Systems</p>
<u>Optional Clauses:</u>	None
6.2.1	General
<u>Status:</u>	Core
<u>Policy:</u>	DEFLOGMAN Part 3 (ESCM) Volume 2 Section 3 Chapter 1 Annex A, <i>MILIS Ellipse Security and Access</i>

Guidance: As an introduction, this clause identifies that the use of MILIS is to be in accordance with the applicable documents, namely the ESCM, and that access to MILIS must be approved through the Commonwealth approval process.

Where other Applicable Documents, in addition to the ESCM, are to be referenced, these should be added to clause 5 and listed under clause 6.2.1 with the sections applicable to the required Supply Support Services identified.

Contractors are required to prepare and submit a form *AC847 – Application for Contractor Access to MILIS* for each staff member requiring access to MILIS. Form AC847 is available as a 'WebForm' on the DPE, or from Defence Publishing Service's *WebForms on CD*. Refer to the ESCM regarding applications to allow non-Commonwealth employees to have access to MILIS. Contractor and Approved Subcontractor staff will require access to the DPE as a prerequisite to MILIS access.

If MILIS access is required for managing and recording Maintenance activities, under DSD-MNT-MGT, then this same application for MILIS applies.

Related Clauses/ Documents:

DID-SUP-CSSP

DSD-SUP-SERV

DSD-MNT-MGT

Optional Clauses: None

6.2.2 Contractor Use of MILIS

Status: Core

Policy: FINMAN2 (Financial Delegations Manual), Schedule 21A, *Delegation to prescribe certain persons as officials of the Department of Defence*

Guidance: Clause 6.2.2 identifies the Supply Support Services for which the Contractor is to use MILIS, and key requirements for that use. This clause should only identify Supply Support Services; if Maintenance Services also require the use of MILIS then this should be covered in the Maintenance DSDs, in particular DSD-MNT-MGT clause 6.2.2, Maintenance Management System.

MILIS access can be provided with read-only access, which may be sufficient for visibility of stock levels. Other functions such as placing Demands (eg, for common Stock Items) or the procurement of Stock Items (eg, to maintain authorised stock levels of consumables) requires a financial delegation. In this case, FINMAN2 must be consulted. Drafters should also ensure that the appropriate management requirements are included as clauses within this DSD (noting that the FINMAN2 requires approval of this approach from a CASG SES Band 1 / O-7 (1 Star) Officer or above) – this requirement may be added to clause 6.2.1 after the clause for the general application for MILIS access. Additional clauses may also need to be inserted into the conditions of contract (eg, agency provisions). Note that MILIS functions that require the user to have financial delegations will require that the applicable Contractor staff undertake training in procurement competencies (not specific to MILIS). The use of MILIS itself requires specific training - Training in Defence Information Systems is addressed by clause 3.16 of the SOW.

Drafters may amend the timings in clauses 6.2.2.2 and 6.2.2.3 to support the required level of visibility for Contractor held Commonwealth-owned stock.

Clause 6.2.2.4 allows the Contractor to use MILIS for particular functions, such as Requirements Determination in support of DSD-SUP-SERV clause 6.2.2, but that this does not relieve the Contractor from any responsibility to provide a level of Service as measured using Performance Measures, such as KPIs (eg, incorrect Requirements Determination may result in stock-outs). Drafters should amend this list as required. If the Contractor will not be responsible for Requirements Determination (an optional clause in DSD-SUP-SERV), then the example should be deleted.

Drafters should consider whether the Contractor will undertake the entry and maintenance of MILIS Global Catalogue Data directly within MILIS or whether this function will be performed by the Designated Logistics Manager's personnel within the SPO/project. If the Contractors will be responsible for managing MILIS Global Catalogue Data directly within MILIS drafters should consult with the Materiel Logistics Office (MLO), for guidance on the use of this DSD.

Clause 6.2.2.5 requires the Contractor to report periods when MILIS is not available for use (eg, system or network outages). This is particularly important in regards to analysing any failures to meet delivery times or to achieve the required performance level for a KPI.

Related Clauses/ Documents:

DSD-SUP-SERV

Draft SOW clause 3.11.6, Assurance and Stocktaking of Contractor Managed Commonwealth Assets

Optional Clauses: None

6.2.3 Government Furnished Equipment

Status: Core

Policy: Nil

Guidance: Clause 6.2.3 provides three options for the Contractor to be provided with access to MILIS, these include the provision of terminals (Option A), access via the Defence Remote Electronic Access Mobility Service (DREAMS) (Option B), and shared access to existing terminals at Commonwealth Premises (Option C).

Drafters may select one or more options, depending on the needs of the Contract. For example, the Contractor may be provided with terminals at a warehouse that is GFF (to be responsive to priority demands from Defence users) and remote access (via DREAMS) to account for items held off-site and under-going Maintenance. The selected options need to be tailored with additional details where indicated.

Caution must be used in this clause when GFM is to be provided, as any offer to provide GFM must be implemented on time (eg, before OD), or the Contractor may claim an act of prevention or performance relief. The drafter must ensure that equipment to be provided to the Contractor is included in Attachment E, and that the ability to provide timely access is addressed.

While Option B is shown as an alternative to Option A, it may be used as a temporary or fall-back option when there are delays in providing equipment for Option A. If this alternative approach is considered appropriate, drafters may include Option A and the replace the existing Option B, at clause 6.2.3.4, with the optional clause below.

Option C allows for shared access to MILIS terminal (eg, when in GFF). I should be deleted if not required, but in some instances more than one option (A, B and/or C) may apply to different locations and drafters should select options accordingly.

Related Clauses/ Documents:

Attachment E, GFM and GFS

Optional Clauses:

Note to drafters: Use the following clause as a replacement for clause 6.2.3.4 when DREAMS may be used as a back-up for Option A.

As an alternative to the provision of equipment and GFS identified in clause 6.2.3.2, the Commonwealth may provide the Contractor with tokens for the Defence Remote Electronic Access Mobility Service (DREAMS), as detailed in Attachment E, in order to access MILIS via remote logon.

DETAILED SERVICE DESCRIPTION

Note to drafters: The Defence ERP System will replace the functions performed by MILIS in a series of tranches. Refer to the guidance section for additional information.

The following note to tenderers is appropriate for tenders released before delivery of Tranche 1 of the Defence ERP System. Drafters may amend the following note to tenderers if relevant information is available regarding the rollout of Defence ERP System functionality.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years, with inventory management and stock control functions the initial tranche including. References to the MILIS in this DSD should be considered as references to the Defence ERP System, used to perform the relevant functions.

Changes to the draft Contract, for the introduction of the Defence ERP System, may be included in negotiations for any resultant Contract. If the Defence ERP System performing the relevant functions has not been implemented by the Effective Date, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.

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

1. **DSD NUMBER: DSD-SUP-MILIS-V5.2**
2. **TITLE: MILITARY INTEGRATED LOGISTICS INFORMATION SYSTEM (MILIS) USE**
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 This DSD describes the use of the MILIS by the Contractor for the Supply Support management of the following types of Items, as applicable:
 - a. Commonwealth-owned Stock Items, including GFE; and
 - b. Commonwealth-owned Software, where the Software is managed as a Stock Item.
 - 3.2 This DSD is applicable where the Contractor is required to use MILIS to provide Supply Services, including:
 - a. receiving and processing Demands for Stock Items;
 - b. accounting for Stock Items;
 - c. tracking of Stock Items through the Defence Supply Chain and through the Contractor's supply network between Defence and the Contractor;
 - d. procurement of Stock Items;
 - e. issue and receipt of Stock Items;
 - f. entry and maintenance of the MILIS Global Catalogue Data; and
 - g. other Supply management activities.
 - 3.3 This DSD is not applicable for the Supply management of Contractor-owned Stock Items.
4. **INTER-RELATIONSHIPS**
 - 4.1 This DSD forms part of the SOW.
 - 4.2 This DSD must be applied in conjunction with Supply Services defined in the Supply Support requirements of the SOW and the other associated DSDs.
5. **APPLICABLE DOCUMENTS**
 - 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to Services that involve the use of MILIS / Defence ERP System). Do not include reference to Defence policy unless the obligations

for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

ESCM DEFLOGMAN Part 3: *Electronic Supply Chain Manual*

6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope of DSD

- 6.1.1.1 The Contractor shall use MILIS, as described in this DSD, for the following types of Items:
- a. Commonwealth-owned Stock Items, including GFE; and
 - b. Commonwealth-owned Software, where the Software is managed as a Stock Item.

6.2 Services

6.2.1 General

Note to drafters: Drafters should edit the following clause to identify the specific sections of the ESCM that are applicable to the required Services. If other documents added to clause 5 are applicable, then the following clause would need to be expanded to list those documents and to ensure that only the applicable portion of each document is mandated on the Contractor.

Drafters may amend the following clauses if relevant information is available regarding the rollout of Defence ERP Systems and the availability of related procedural manuals.

- 6.2.1.1 The Contractor shall use MILIS in accordance with the following ESCM sections:

- a. [...DRAFTER TO INSERT...]; and
- b. [...DRAFTER TO INSERT...].

- 6.2.1.2 The Contractor shall, for each Contractor and Approved Subcontractor employee who is proposed for being provided with access to MILIS, prepare and submit to the Commonwealth Representative for Approval a form AC847, *Application for Contractor Access to MILIS*, in accordance with the ESCM Volume 2 Section 3 Chapter 1 Annex A.

- 6.2.1.3 The Commonwealth shall provide access to MILIS as described in this DSD.

6.2.2 Contractor Use of MILIS

Note to drafters: Drafters are to amend the subclause list below for the range of Supply Services to be managed through MILIS. MILIS can also be used to manage and record Maintenance Services, but if this circumstance exists these Maintenance Services should be specified through the Maintenance DSDs. The following clause should only address Supply Services.

If the use of MILIS by the Contractor involves exercising a financial delegation (eg, in order to place Demands for common Items), refer to the guidance in the first section of this DSD.

- 6.2.2.1 The Contractor shall use MILIS for the Items listed in clause 6.1.1.1 to provide the following Supply Services:

- a. receiving and processing Demands for Stock Items;
- b. accounting for Stock Items;
- c. tracking of Stock Items;
- d. procurement of Stock Items;
- e. issue and receipt of Stock Items;
- f. entry and maintenance of MILIS Global Catalogue Data; and
- g. [... DRAFTER TO INSERT OTHER ACTIVITIES AS APPLICABLE ...].

Note to drafters: The times in the following clauses may need to be adjusted to meet the specific requirements for the Contract. Drafters should note that the phrase, 'unless otherwise allowed

for in the Contract', provides flexibility for certain data, such as Codification Data, which may exceed the timeframes specified because of the associated requirements defined in the Contract.

- 6.2.2.2** Subject to clause 6.2.2.3 of this DSD and unless otherwise allowed for in the Contract, the Contractor shall ensure that the information on MILIS for the Stock Items listed in clause 6.1.1.1 is never more than 24 hours out-of-date.

Note to drafters: If Surge is not applicable to the draft Contract, clause 6.2.2.3 should be replaced with 'Not used'.

- 6.2.2.3** During periods of Surge, the Contractor shall ensure that the information on MILIS for the Stock Items listed in clause 6.1.1.1 is never more than two hours out-of-date.

Note to drafters: The following clause helps to ensure that the mandated use of MILIS does not impact upon the Contractor's ability to meet Supply Support and other Contract Performance Measures (eg, demand satisfaction). Requirements Determination is listed below, but drafters may amend the following clause for other MILIS functions applicable to the Contract.

- 6.2.2.4** The Contractor may use MILIS to undertake the following Supply Services; however, the use of MILIS for these Services shall not relieve the Contractor from satisfying the Contract Performance Measures:

- a. Requirements Determination for RIs; and
- b. Requirements Determination for Non-RIs.

- 6.2.2.5** The Contractor shall inform the Commonwealth:

- a. if MILIS is not available for use,
- b. how long it was not available, and
- c. if known, the reason why it was not available.

6.2.3 Government Furnished Equipment and Services

Note to drafters: This clause includes reference to what the Commonwealth will provide to the Contractor to allow MILIS use. Select from the following optional clauses based on the access to MILIS to be provided; in some cases more than one option may be applicable. Drafters must ensure that Attachment E is updated to capture the GFM and GFS requirements.

- 6.2.3.1** The Commonwealth shall provide the Contractor with on-line access to MILIS, as GFE and GFS provided in accordance with Attachment E, for the purposes of undertaking the requirements of this DSD.

Option A: For when the Contractor will be provided with hardware and Software to access MILIS.

- 6.2.3.2** The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS to support the use of MILIS, as detailed in Attachment E.

- 6.2.3.3** The Commonwealth shall be responsible for maintaining MILIS equipment [...INSERT THE LIST OF HARDWARE/SOFTWARE IN AN ANNEX TO THIS DSD OR REFER TO ATTACHEMENT E...] provided as GFE and GFS to the Contractor.

Note to drafters: While the following clause is an alternative to the Option A, it can be used in conjunction with Option A as a solution to any delays in providing GFE under Option A. If applicable, refer to the guidance (in section 1 of this DSD) for an alternative clause.

Option B: For when the Contractor will be provided with DREAMS tokens to access MILIS.

- 6.2.3.4** The Commonwealth shall provide the Contractor with tokens for the Defence Remote Electronic Access Mobility Service, as detailed in Attachment E, in order to access MILIS via remote logon.

Option C: For access to Commonwealth MILIS terminals located on Commonwealth property. Drafter to insert number of terminals to be available and conditions of use (eg, shared access).

- 6.2.3.5** The Commonwealth shall provide access to [...INSERT NUMBER...] of MILIS terminals at [...INSERT LOCATION/TIME DETAILS...].

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-SUP-PROC

(PROCUREMENT SERVICES)

- Status: Optional
- This DSD is for use in Contracts where the Contractor is required to procure items (identified in SOW Annex A) for use by Defence, as part of the Supply Services.
- The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years, with functions that have been performed using MILIS being replaced by 'Supply Chain Management' functions within ERP. For further information, refer to the Defence ERP Program websites.
- Once details for the introduction of the relevant Defence ERP System functions are known, this DSD, and documents referenced by it, will require update.**
- Purpose: Refer to 'Description and Intended Use', clause 3.
- Policy: DEFLOGMAN Part 2 Volume 5 Chapter 4, *Defence Procurement Routing Rules in Support of the Military Integrated Logistics Information System*
- Guidance
- This DSD is for use when the Contract includes procurement Services that will not be implemented using the MILIS (or the Defence ERP System, Supply Chain Management functions). If all relevant Items will be procured through the MILIS to the Defence ERP System, the drafter should tailor DSD-SUP-MILIS (or replacement DSD) for those requirements.
- The majority of Items to be procured by the Contractor are expected to be Non-RIs, as the initial outfit of RIs would have been previously established through either a Contract (Acquisition) or previous support activities. Although different circumstances may lead to the procurement of Non-RIs, as opposed to RIs, the procurement process is the same. In both cases, the procurement specification and quantity will have been determined through another process, including through DSD-SUP-SACC or by the Commonwealth using similar means.
- The procurement of resources that are consumed internally by the Contractor during the provision of Services to the Commonwealth (eg, to undertake Maintenance Services) is the Contractor's own responsibility and is typically not included under this DSD (for clarity, this requirement is included under DSD-SUP-SERV). The DSD could be used, however, when the support agency wishes to retain control of total spares procurement, and to manage that procurement under a separate line item (eg, under a separate S&Q (purchase) Order for a Not-To-Exceed S&Q Service).
- The drafter should use this DSD when the Contractor is permitted to effect procurement outside of MILIS. In such circumstances, the Contractor may wish to use the Contractor Supply Management System or another system (ie, the Contractor's financial management system) – refer to DSD-SUP-SERV. The drafter should note that there may be circumstances where procurements will need to be achieved through both this DSD and DSD-SUP-MILIS for different Stock Items.
- Related Clauses/Documents:
- Draft SOW clause 7, Supply Support
 - DSD-MNT-MGT, Management of Maintenance Services
 - DSD-SUP-SACC, Stock Assessment, Codification and Cataloguing
 - DSD-SUP-MILIS, Military Integrated Logistics Information Systems Use
 - DSD-SUP-SERV, Routine Supply Services
- Other Clauses: None

6.2.2 Purchase of Repairable Items

Status: Optional

Purpose: To provide an option for procuring additional RIs from, or through, the Contractor.

Policy: DEFLOGMAN Part 2 Volume 5 Chapter 4, *Defence Procurement Routing Rules in Support of the Military Integrated Logistics Information System*

ESCM Volume 6 Section 2 Chapter 4, *OPUS – Requirements for Repairable Item Management Optimisation*

Guidance: The drafter may wish to include this optional clause to enable the Commonwealth to be able to seek the procurement of additional RIs from the Contractor. When the procurement of RIs from the Contractor is not required, all clauses under the heading can be deleted and replaced with a single 'Not used'.

The requirement to procure additional RIs can arise for a number of reasons, including due to:

- a. new RIs being introduced through an Engineering Change Proposal (ECP);
- b. an RI being assessed as either Beyond Economic Repair (BER) or Beyond Physical Repair (BPR) and a decision about replacement being required;
- c. a change to the operating environment or ROE;
- d. a change to failure rates for Mission System RIs (compared to baseline) or to the Support System characteristics (eg, change in RI turn-around times); and
- e. the procurement of new types of equipment (eg, new Training Equipment to enable a change in the Training philosophy) that will need support.

When additional RIs may be required some form of analysis should be performed, by either the Commonwealth or Contractor, to confirm the need for and size of the procurement, hence the optional clause to link to DSD-SUP-SACC for Stock Assessment to be performed by the Contractor. Tools such as OPUS10 and OmegaPS Analyzer are used to analyse the need to procure RIs based on reliability, maintenance concepts and the expected operating and support parameters for the RIs. They also allow assessments when changes in reliability can be forecast.

The option to procure additional RIs may not be possible in certain circumstances. For example, if the Mission System was procured via Foreign Military Sales (FMS) and is supported by a local contractor, then additional RIs may need to be acquired through further FMS purchases if the local contractor is not permitted to procure the Items.

Alternatively, if the Contractor does not have an appropriate agreement with the OEM or agent (who is different to the Contractor), then the Commonwealth may decide only to buy from the OEM and the optional clause would not be necessary.

The clause also includes the option for RIs to be purchased as an S&Q Service. An S&Q Order for this Service may be Approved with a Not-To-Exceed price and operate over an extended period of time, which enables RIs to be procured only when required, up to the Not-To-Exceed price in the S&Q Order.

Related Clauses/Documents:

Draft SOW clause 7, Supply Support

DSD-SUP-SACC, Stock Assessment, Codification and Cataloguing

Optional Clauses: None

6.2.3 Purchase of Non-Repairable Items

Status: Core

Purpose: To identify Contractor responsibility for the purchase of Non-RIs.

Policy: DEFLOGMAN Part 2 Volume 5 Chapter 4, *Defence Procurement Routing Rules in Support of the Military Integrated Logistics Information System*

Guidance: Clause 6.2.3 provides the ability for the Commonwealth to manage the procurement of Non-RIs. Typically, this requirement will only be needed for Non-RIs that are not managed through MILIS or where the Commonwealth wishes to exercise greater control over the procurement of Non-RIs.

Similarly to the equivalent clause for RIs, clause 6.2.3 includes the option for Non-RIs to be purchased as an S&Q Service. An S&Q Order for this Service may be Approved with a Not-To-Exceed price and operate over an extended period, which enables Non-RIs to be procured only when required, up to the Not-To-Exceed price in the S&Q Order.

Clause 6.2.3.3 is intended to cater for the situation where some or all Non-RIs must be authorised for fit. This clause may require amendment or deletion depending on individual circumstances. The drafter may wish to modify this clause to refer directly to the references used in clause 6.2.4. The clause should not be used if clause 6.2.4 is not used.

Related Clauses/Documents:

Clause 6.2.4, Purchase of safety critical parts.

DSD-MNT-MGT, Authority to Fit clause.

Optional Clauses: None

6.2.4 Purchase of Safety Critical Parts

Status: Optional (Must be used for safety critical systems that are subject to specific ADF regulatory / assurance framework requirements for strict parts control (eg, all aerospace systems, submarines, etc)).

Purpose: To ensure that only parts that are identified in the authorised Item Identification List (IIL) or contained in the applicable technical manual / database, are procured for safety critical systems.

Policy: DEFLOGMAN Part 2 Volume 5 Chapter 12, *Supply Chain Management of Aeronautical Product*

Guidance: If the drafter determines that the system to be supported is subject to an ADF regulatory / assurance framework that requires strict Item and Configuration Control, where all Items must be authorised to be fitted to the system, then an optional clause from below should be transferred to clause 6.2.4 of the DSD.

The drafter should note that safety critical parts can be either RIs or Non-RIs.

For aerospace support, the first optional clause below is given as an example. The IIL will be an Illustrated Parts Catalogue, a listing in ADAASS, or the originating list in a LSAR. The drafter must insert an appropriate reference to the authorised IIL into the clause. If the SOW includes both Maintenance Support and Supply Support, the reference should be the same reference used in the 'Authority to Fit' clause of DSD-MNT-MGT.

The second optional clause below is a general, non-aerospace clause, provided as a draft to be amended and inserted into the DSD when required.

Related Clauses/Documents:

DSD-MNT-MGT, Authority to Fit clause

Optional Clauses: **Aerospace.**

The Contractor shall purchase parts that are identified Flight Safety Critical Aircraft Parts (FSCAP), in the respective Technical Maintenance Plans and maintenance manuals, from the OEM or an OEM-approved supplier, where those parts appear on the Item Identification List (IIL) in accordance with [...INSERT APPLICABLE REFERENCE TO IIL...].

General.

The Contractor shall only purchase parts identified as safety critical parts, in [...INSERT APPLICABLE REFERENCE...], from the OEM or an OEM-approved supplier, as identified in [...INSERT APPLICABLE REFERENCE...].

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-SUP-PROC-V5.2**

2. **TITLE: PROCUREMENT SERVICES**

3. **DESCRIPTION AND INTENDED USE**

3.1 This DSD describes the procurement Services that are to be performed by the Contractor on behalf of the Commonwealth. This DSD is applicable where the Contractor is required to procure Items that will be:

- a. delivered directly to the Commonwealth; or
- b. stored on behalf of the Commonwealth by the Contractor and ultimately delivered to the Commonwealth.

3.2 This DSD is applicable where the Contractor is required to provide procurement Services outside of MILIS.

3.3 This DSD is not applicable where the Contractor is required to provide procurement Services using MILIS.

4. **INTER-RELATIONSHIPS**

4.1 This DSD forms part of the SOW.

4.2 This DSD must be applied in conjunction with Supply Services defined in the Supply Support requirements of the SOW and the other associated DSDs, particularly DSD-SUP-SERV.

5. **APPLICABLE DOCUMENTS**

5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to procurement Services). Do not include reference to Defence policy unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

AAP 8000.011	Defence Aviation Safety Regulations (DASR)
AAP 7004.007	Australian Defence Aviation Authorised Spares System (ADAASS)
ANP 3411.0101	Naval Materiel Assurance Publication
LMSM	Land Materiel Safety Manual

6. **SERVICE DESCRIPTION**

6.1 **Introduction**

6.1.1 **Scope of DSD**

Note to drafters: Amend the subclauses to the following clause where the Items can be more accurately grouped and referenced (eg, if identified within the tables in SOW Annex A).

6.1.1.1 The Contractor shall provide procurement Services, as described in this DSD, for the following types of Items, including those listed in Annex A to the SOW:

- a. RIs; and
- b. Non-RIs.

6.2 Services

6.2.1 General

Note to drafters: If only a portion of the Applicable Documents listed in clause 5 are applicable, then the following clause would need to be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

6.2.1.1 The Contractor shall provide procurement Services in accordance with the applicable documents listed in clause 5 of this DSD.

6.2.1.2 The Contractor shall maintain a schedule of known procurement activities, projecting work effort for a period of not less than one year in advance, or until the end of the Term where that period is less than one year.

6.2.1.3 The Contractor shall provide a copy of the Contractor's procurement schedule in the format requested and within five Working Days (or other timeframe agreed between both parties) of a request for a copy of this schedule from the Commonwealth Representative.

6.2.2 Purchase of Repairable Items

Note to drafters: Include this clause if the Commonwealth wishes to have the option to procure Repairable Items (RIs) from the Contractor. If not required, replace the clauses with 'Not used'.

6.2.2.1 The Contractor shall effect procurement of those RIs that have been Approved for purchase by the Commonwealth Representative.

Option: Consider including this option when DSD-SUP-SACC is included in the draft Contract.

6.2.2.2 The parties acknowledge and agree that, for those RIs identified at Annex A to the SOW, the Commonwealth will only Approve procurement of additional RIs based on the outcomes of Stock Assessments performed in accordance with DSD-SUP-SACC.

Option: Include this option if the procurement of RIs will be undertaken as an S&Q Service.

6.2.2.3 The Contractor shall undertake the procurement of RIs under clause 6.2.2.1 as an S&Q Service.

6.2.2.4 The Commonwealth reserves the right to purchase RIs from sources other than the Contractor.

6.2.3 Purchase of Non-Repairable Items

6.2.3.1 The Contractor shall effect procurement of those Non-RIs which have been Approved for purchase by the Commonwealth Representative.

Option: Consider this option when DSD-SUP-SACC is included in the draft Contract.

6.2.3.2 The parties acknowledge and agree that, for those Non-RIs identified at Annex A to the SOW, the Commonwealth will only Approve procurement of additional quantities of Non-RIs based on the outcomes of Stock Assessments performed in accordance with DSD-SUP-SACC.

6.2.3.3 The Contractor shall only procure, for use, Non-RIs that have been authorised for fit in accordance with DSD-MNT-MGT.

6.2.3.4 The Commonwealth reserves the right to purchase Non-RIs from sources other than the Contractor.

Option: Include this option if the procurement of Non-RIs will be undertaken as an S&Q Service.

6.2.3.5 The Contractor shall undertake the procurement of Non-RIs under clause 6.2.3.1 as an S&Q Service.

6.2.4 Purchase of Safety Critical Items

Note to drafters: Refer to guidance for this clause.

6.2.4.1 Not used.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-SUP-SACC

(STOCK ASSESSMENT, CODIFICATION AND CATALOGUING SERVICES)

Status: Optional

This DSD is for use when the Contractor is required to perform Stock Assessment, Codification and/or Cataloguing. Stock Assessment, in this cases, is performed to assess the adequacy of the number of Stock Items held, particularly to assess the implications for new or modified Stock Items associated with changes to the Products Being Supported (not simply adjustments based on historic use). Codification and then Cataloguing address the entry of new Stock Items, and the accuracy of existing item identification data for modified items, within the 'global catalogue' (items identified by NATO Stock Numbers) and Defence's inventory management system.

The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information system over a number of years, with functions that have been performed using MILIS being replaced by 'Supply Chain Management' functions within ERP. Refer to the Defence ERP Program websites for further information.

Once details for the introduction of the relevant Defence ERP System functions are known, this DSD, and documents referenced by it, will require update.

Depending on the implementation schedule for the Defence ERP System functions, and an individual tender, references to the MILIS and DEFLOGMAN / ESCM in this DSD may need to be updated before tender release, during negotiations, or during any resultant Contract.

Purpose: Refer to 'Description and Intended Use', clause 3.

Policy: DEFLOGMAN Part 2 Volume 5 Chapter 5, *Item Identification and Recording of Defence Logistics Assets in support of the Military Integrated Logistics Information System*

Guidance: The Services described in this DSD could be incorporated into the Contract in a number of different ways, including as part of Recurring Services, as Ad Hoc Services or, perhaps, as some mix of the two, depending upon the expected scope of work for these Services and whether or not the scope can be adequately defined. The Services described in this DSD will also be dependent upon the type of Contract being envisaged (ie, whether the proposed Contract 'fits within' a Scenario 1, 2, 3 or 4 style of Contract – refer to Annex A to the SOW Tailoring Guide for the explanation of these different scenarios).

DEFLOGMAN Part 2 Volume 5 Chapter 5, *Item Identification and Recording of Defence Logistics Assets in support of the Military Integrated Logistics Information System*, provides policy regarding the requirement to codify and catalogue Stock Items owned by the Commonwealth. Drafters should also consider Contractor-owned Stock Items to be codified in order to cater for distribution through the Defence supply chain, including distribution to a foreign country.

Related Clauses/Documents:

Draft SOW clause 7, Supply Support

DSD-SUP-SERV, Routine Supply Services

Optional Clauses: None

6.2.2 Stock Assessment

Status: Optional

Purpose: To require the Contractor to undertake Stock Assessment activities when circumstances warrant that these activities be conducted.

Policy: TBD

Guidance: Initially, drafters need to determine whether the Contractor will be tasked to undertake Stock Assessment or whether that task will be performed by the SPO alone. If performed only by the SPO, then the content of clause 6.2.2 may be replaced with 'Not used'. For example, against each of the four scenarios that were defined to support the development of this template, the following generic guidance is provided:

- a. Under Scenario #1, where the Contractor is responsible for support at the Mission System level (and the Commonwealth does not have any Maintenance or Supply responsibilities), Stock Assessment may only be required for changes to ROE (which may only occur annually), proposed changes to RSL, and/or in support of Engineering Change Proposals (ECPs). Under Scenario #1, Stock Assessment Services could be incorporated into the Contract under any of the options defined in the overall guidance for this DSD.
- b. Under Scenario #2, where support is required for Mission Systems and Stock Items (and the Commonwealth does have Maintenance and some Supply responsibilities), Stock Assessment requirements could be extensive. Scenario #2 is an example of a style of Contract where these Services would be likely to be included in the firm-priced portion of the Contract; however, other options could be considered depending upon the scope of the Contract.
- c. Under Scenario #3, where support is required for Stock Items, Stock Assessment requirements will be highly dependent upon the scope of the Contract. As for Scenario #1, Stock Assessment Services could be incorporated into the Contract under any of the options defined in the overall guidance for this DSD.
- d. Under Scenario #4, where the Commonwealth undertakes all of the Stock Assessment requirements, these Services may not be needed at all (note that this scenario is unlikely to use the *ASDEFCON (Support)* template).

Drafters should note that these clauses are not intended to provide an avenue for the Contractor to justify changes to the Contract arising out of, for example, inefficiencies in Contractor-provided Maintenance or problems with the Contractor's supply chain, particularly given that the Contractor has agreed to meet the requirements of the Contract (eg, KPIs relating to system availability). Any Stock Assessment analyses conducted by the Contractor must be considered in the context of the baseline Contract and the Contractor's responsibilities for meeting the Contract outcomes. Additionally, any agreement to change Stock Item levels must be considered against other options (eg, speeding up the repair pipeline) and in life-cycle terms.

The template provides optional clauses for the Contractor to conduct Stock Assessment activities using OPUS10 (or an alternative that is Approved by the Commonwealth Representative). A process description for the application of OPUS10 is provided in the *ESCM Volume 6 Section 2 Chapter 4, 'OPUS – Requirements for Repairable Item Management Optimisation'*. As stated in the note to drafters, OPUS10 is a complex modelling tool, which may not be cost-effective for smaller, less complex items of equipment. Nevertheless, the Contractor should still be required to justify any recommendations for changes to Stock Item levels. Constant confidence techniques (such as may be provided using a spreadsheet or the Navy's Fleet Logistic Support Improvement Program (FLSIP) model) may be more appropriate in these circumstances. Additionally, some logistics managers use Omega Analyzer in lieu of OPUS10. Drafters should consider whether or not to include reference to these alternative techniques within the DSD, as an alternative to the OPUS10 clauses, if the circumstances are appropriate.

If OPUS10 is not the preferred Stock Optimisation model of the Commonwealth Representative (ie, usually the SPO, but may include support agencies), then the drafter should amend clause 6.2.2.7 to include the preferred model.

If the Commonwealth Representative will only accept OPUS 10, or another preferred model, then clause 6.2.2.7 may be edited to remove reference to an 'alternative Approved by the Commonwealth', and clause 6.2.2.8 may be deleted.

The template clauses only request that the Contractor provide a report in a format proposed by the Contractor and Approved by the Commonwealth, with some high-level content requirements included within the clause. Alternatively, the drafter could specify the format and content using a DID (eg, if the recommendation list is expected to be large and greater levels of supporting information are required). In this instance, the drafter may wish to slightly modify the *ASDEFCON (Strategic Materiel)* RSPL DID (DID-ILS-SUP-RSPL) to identify the difference between current Stock Item levels and the Contractor's recommendations for changes to those levels. Clause 6.2.2.10 should then be modified to refer to the applicable entry in the CDRL.

If these Services are to be included in this DSD, and procurement of additional assets will be through the Contractor (Support), the drafter should also include DSD-SUP-PROC or DSD-SUP-MILIS, as applicable, to address the additional requirement for procurement Services.

Related Clauses/Documents:

Draft SOW clause 7, Supply Support

DSD-SUP-SERV, Routine Supply Services

DSD-SUP-PROC, Procurement Services

DSD-SUP-MILIS, Military Integrated Logistics Information System Use

Optional Clauses: None

6.2.3 Codification

Sponsor: National Codification Bureau

Status: Optional

Purpose: To ensure that Stock Items are codified in accordance with current policy.

Policy: DEFLOGMAN Part 2 Volume 5 Chapter 4, *Defence Procurement Routing Rules in support of the MILIS*.

DEFLOGMAN Part 2 Volume 5 Chapter 5, *Item Identification and Recording of Defence Logistic Assets in support of the MILIS*.

DEFLOGMAN Part 2 Volume 5 Chapter 14, *Supply Aspects of Contractor Owned Spares*.

Guidance: DEFLOGMAN Part 2 Volume 5 Chapter 4 requires 'any [item of supply] that is repetitively procured, or repaired and supports an operational capability or is subject to deployment must be codified in accordance with the NATO Codification System'. Furthermore, DEFLOGMAN Part 2 Volume 5 Chapter 5 requires 'all [items of supply] that are owned or stored by Defence must be identified and recorded by the allocation of a unique identification number' and, for materiel, 'the allocation of a NATO Stock Number (NSN) and subsequent codification is the default method of identification and only with justification are [items of supply] to be identified by other means'.

However, 'Contractor owned and managed [items of supply] need not be Codified unless required by technical regulation or the Capability Manager' as directed in DEFLOGMAN Part 2 Volume 5 Chapter 14. An operational reason for Contractor-owned Stock Items to be codified (and subsequently catalogued) is the need for those Stock Items to be distributed through the Defence Supply Chain.

New Stock Items, introduced through modifications or as substitute items, are highly likely to be introduced over the Term of a larger support contract (particularly a long-term contract). On occasion, existing Codification data may also be found to have errors and require correction.

Clause 6.2.3.2 deliberately allows for alternatives to be agreed for the delivery of Codification Data. For an overseas supplier / OEM, the preferred approach within participating nations is that new / modified items are codified in the country of origin. Codification Data can also include sensitive design information, thus the clause allows for the Commonwealth to agree that Codification Data from Subcontractors be delivered directly to the SPO or National Codification Bureau (NCB).

The optional clause at clause 6.2.3.3 refers to Contractor-owned Stock Items that need to be stored and distributed through the Defence Supply Chain, even if only on occasion (eg, to support a deployment for a Contingency). If Contractor-owned Stock Items will not need to moves through the Defence Supply Chain, the option can be deleted.

The final clauses for Codification addresses any Technical Data that is sensitive to the item manufacturer (Contractor or Subcontractor / supplier). If Technical Data is only provided as part of Codification Data then it will be retained by the NCB in CASG (and other NCBs internationally) for Codification management purposes and the general Use and Sublicensing provisions of COC clause 5 do not apply. If the same Technical Data is provided for another purpose (eg, in a Maintenance Manual or Safety Data Sheet) then the provision of COC clause 5 apply to that part of the Technical Data / Codification Data.

Payment methods for Codification may vary. Codification is unlikely to be a regular (Recurring Services) activity but it could be a Task-Priced Service or included as part of a larger S&Q Service for a modification program. In any case, a price for 'Codification per line item' is typically an 'item for which specific prices are required' in the tender response (refer to the Support Pricing Workbook).

The National Codification Bureau should be consulted for further advice via email at: ncb.helpdesk@defence.gov.au.

Related Clauses/Documents:

Draft SOW clause 7, Supply Support

DSD-SUP-SERV, Routine Supply Services

TDR D and the Support Pricing Workbook, Items for which Specific Prices are Required

Optional Clauses: None

6.2.4 Cataloguing

Status: Optional

Purpose: Placement of Codified equipment on to the Defence Supply System.

Policy: DEFLOGMAN Glossary

DEFLOGMAN Part 2 Volume 5, Chapter 5, *Item Identification and Recording of Defence Logistics Assets in support of the MILIS*.

Guidance: Cataloguing is the act of recording and promulgating selected management data relating to items of supply in the catalogues of the MILIS global record and other supply systems. If Cataloguing Services are not required and will be performed by the SPO or an Associated Party, including the collection of the required data, then clauses under the heading clause 6.2.4 can be replaced with a single 'Not used'.

Maintenance of the MILIS Global Catalogue data is the responsibility of the Designated Logistics Manager and may be conducted by SPO staff or delegated to a Contractor that may, or may not, have access to MILIS. As a result, there are two options for clause 6.2.4.

Option A requires the Contractor to provide data to enable the Cataloguing activity to be performed by SPO personnel. This information is to be delivered in the appropriate format. Form AE724 – Request for Identification and Supply of Equipment is used by non GASG personnel to request identification and support for

a new item of Supply, and allocation of a SPO to act as Stock Item Owner. Form AE724 is available here:

<https://formsportal.dpe.protected.mil.au/bin/forms-portal/form?AE724>

Option B requires the Contractor to manage this data within MILIS. This clause can only be used if DSD-SUP-MILIS is included in the draft Contract. DSD-SUP-MILIS should also include reference to maintaining the MILIS Global Catalogue data as one of the applicable Services to be provided using MILIS (this is included in the guidance for that DSD).

The Materiel Logistics Functions Delivery Branch should be consulted for further advice via email at: mlo.helpdesk@defence.gov.au.

Related Clauses/Documents:

Draft SOW clause 7, Supply Support

DSD-SUP-SERV, Routine Supply Services

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER: DSD-SUP-SACC-V5.2**
2. **TITLE: STOCK ASSESSMENT, CODIFICATION AND CATALOGUING SERVICES**
3. **DESCRIPTION AND INTENDED USE**

Note to drafters: Amend the description in this clause to accord with the other requirements of the Contract. Do not automatically delete 'Contractor-owned Stock Items' because it may be important to have visibility into those Contractor-owned Stock Items that need to travel through the Defence Supply Chain. Refer to the guidance in relation to Codification.

- 3.1 This DSD describes the Stock Assessment Services and the Codification and Cataloguing Services required to be conducted by the Contractor with respect to the following types of Stock Items, as applicable:
 - a. Commonwealth-owned Stock Items; and
 - b. Contractor-owned Stock Items.
- 3.2 This DSD is applicable where the Contractor is required to provide:
 - a. Engineering Services, such as the development of Engineering Change Proposals (ECPs);
 - b. Supportability Analysis Services, such as the assessment of the implications for Stock Items arising from changes to:
 - (i) those equipment design characteristics that provide inputs to the Stock Assessment process (eg, MTBF);
 - (ii) those Support System design characteristics that provide inputs to the Stock Assessment process (eg, Turn-Around-Time (TAT) and delivery time); and
 - (iii) those operating characteristics that provide inputs to the Stock Assessment process (eg, duration of deployments and distribution of assets);
 - c. supporting documentation to assist with assessing the implications for the Contract resulting from a change to the Rate of Effort (ROE);
 - d. justification for any proposed changes to the Working Stockholding Levels (WSLs) or the Reserve Stockholding Levels (RSLs) for RIs;
 - e. justification for any proposed changes to the RSLs for Non-RIs;
 - f. justification for any proposed changes to minimum and maximum Stock Item holding levels;
 - g. justification for any proposed changes to the payments to be made under the Contract arising from issues relating to Stock Items;
 - h. Codification and Cataloguing Services:
 - (i) for new Stock Items that are neither Codified nor Catalogued; and
 - (ii) to correct errors in, or to make changes to, existing Codification Data; or
 - i. some combination of the Services defined in sub-clauses a to h of this clause.
- 3.3 This DSD is not applicable for the ongoing Requirements Determination activities conducted by the Contractor as part of meeting the Maintenance Support and the other Supply Support requirements of the Contract, including:
 - a. Requirements Determination relating to the need to induct RIs into the repair pipeline or to redistribute RIs to meet forecast demand; and
 - b. Requirements Determination relating to the need to procure Non-RIs to meet forecast demand, except as defined in the preceding clause.

4. INTER-RELATIONSHIPS

4.1 This DSD forms part of the SOW.

4.2 This DSD must be applied in conjunction with Supply Services defined in the Supply Support requirements of the SOW and the other associated DSDs.

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit this DSD (ie, include relevant references applicable to the assessment, Codification and Cataloguing of Stock Items). Do not include reference to Defence policy unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

ESCM

DEFLOGMAN Part 3, *Electronic Supply Chain Manual*

6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope of DSD

Note to drafters: Amend the following list for the scope of the DSD. For example, if Contractor-owned Stock Items are not a requirement, delete the applicable sub-clause.

6.1.1.1 The Contractor shall provide Stock Assessment, Codification and Cataloguing Services, as described in this DSD, for the following types of Items:

- a. Commonwealth-owned Stock Items; and
- b. Contractor-owned Stock Items.

6.2 Services

6.2.1 General

Note to drafters: If only a portion of the Applicable Documents listed in clause 5 are applicable then the following clause would need to be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

6.2.1.1 The Contractor shall provide Stock Assessment, Codification and Cataloguing Services in accordance with the applicable documents listed in clause 5 of this DSD.

6.2.1.2 The Contractor shall maintain a schedule of known Stock Assessment, Codification and Cataloguing activities, projecting work effort for a period of not less than one year in advance, or until the end of the Term where that period is less than one year.

6.2.1.3 The Contractor shall provide a copy of the Contractor's Stock Assessment, Codification and Cataloguing schedule in the format requested and within five Working Days (or other timeframe agreed between both parties) of a request for a copy of this schedule from the Commonwealth Representative.

6.2.2 Stock Assessment

Note to drafters: Amend the following list of analyses to accord with the other requirements of the Contract and the applicability list defined in clause 3. If Surge is not applicable to the draft Contract, subclause d should be deleted and the other subclauses amended accordingly.

6.2.2.1 The Contractor shall conduct Stock Assessment analyses to justify any proposed changes to the WSLs for RIs and to the RSLs for both RIs and Non-RIs that are required under the Contract, including changes arising out of:

- a. ECPs, which change equipment design characteristics;
- b. changes to the supply chain and other changes to the Support System's design characteristics, including any changes proposed by the Contractor;

- c. changes to the operating characteristics, including ROE, role and environment; and
- d. specific Surge requirements that are outside of the scope of the Surge planning assumptions defined under the Contract.

6.2.2.2 The Contractor shall conduct Stock Assessment analyses to justify any procurement of RIs when an RI has been lost to the RI pool.

Note to drafters: *The following clause assumes that procurement of Non-RIs is managed either as part of the firm-priced portion of the Contract or under an S&Q Order with an NTE price for a defined period under the Contract (eg, a year). If neither of these situations hold true, then the following clause should be amended accordingly.*

6.2.2.3 The Contractor shall conduct Stock Assessment analyses to justify any proposed changes to the payments to be made under the Contract, arising out of issues relating to Stock Items.

6.2.2.4 The Contractor shall conduct Stock Assessment analyses and provide the findings to the Commonwealth Representative as supporting documentation to assist with assessing the implications for the Contract resulting from a change to the ROE.

6.2.2.5 When Supportability analyses and/or particular Performance Measures indicate that Supportability problems may exist (eg, equipment reliability is lower than predicted or supply chain times are longer than predicted), the Commonwealth Representative may notify the Contractor, in writing, that Stock Assessment needs to be undertaken in accordance with the requirements of this clause 6.2.2.

6.2.2.6 When the Commonwealth notifies the Contractor under clause 6.2.2.5, the Contractor shall undertake the required Stock Assessment activities in accordance with the requirement set out in the notice.

Note to drafters: *The following three clauses refer to the use of OPUS10 for Stock Assessment analyses. If the Products Being Supported are not complex, consideration should be given to deleting the clauses if the use of OPUS10 is unlikely to be cost-effective. If the clauses are deleted, they should be replaced with 'Not used'.*

OPUS10 is Defence's recommended software model for the optimisation of RIs (Omega Analyzer is an alternative software package used by some). If an alternative is to be used, edit the clause below accordingly (note that software models that require historical consumption / use data are not applicable in this context).

6.2.2.7 The Contractor shall perform the Stock Assessment analyses required under this clause 6.2.2 using the Stock Optimisation software package, OPUS10 (or an alternative Approved by the Commonwealth Representative).

6.2.2.8 If the Contractor produces a Stock Optimisation model (or part thereof) using an Approved software package, other than the package specified in 6.2.2.7, the Contractor shall provide all the necessary programs, licences, and training to enable the Commonwealth to efficiently access and manipulate the Stock Optimisation model.

6.2.2.9 The Contractor shall deliver to the Commonwealth Representative the data used in the Stock Optimisation model to enable the Commonwealth to verify the recommended results.

6.2.2.10 The Contractor shall deliver, in a Contractor format Approved by the Commonwealth Representative, a report that details the outcomes from the Stock Assessment analyses conducted pursuant to this clause 6.2.2, and that includes:

- a. the rationale for conducting the Stock Assessment analyses;
- b. the scope and objectives of the analysis activities conducted;
- c. details of the actual analysis activities conducted, including the assumptions, methodologies, processes and modelling tools used;
- d. the source of any new data used, including its age, whether or not it is an estimate, the basis for the estimate, and the justification for using the data;
- e. details of any sensitivity and trade-off analyses conducted;

- f. the implications of the analysis outcomes for the performance measurement requirements of the Contract;
- g. the implications of the analysis outcomes for LCC;
- h. conclusions and recommendations;
- i. supporting data; and
- j. the source of supply, cost and delivery lead-time for any proposed additional Stock Items, including whether or not the Stock Items are already Codified.

6.2.2.11 Should the Commonwealth Representative assess and either determine or agree that additional RIs or Non-RIs are required, the Commonwealth Representative and the Contractor shall negotiate as to the reasonable quantity of additional Stock Items to be provided.

6.2.2.12 If the agreement provided pursuant to clause 6.2.2.11 results in a change to the Contract, the Contractor shall raise a Contract change proposal in accordance with clause 11.1 of the conditions of contract.

Note to drafters: Amend or delete the following note to reflect the DSDs in the draft Contract.

Note: Procurement of additional Stock Items is covered under DSD-SUP-SERV, DSD-SUP-PROC and/or DSD-SUP-MILIS.

6.2.3 Codification

6.2.3.1 The Contractor shall develop and update Codification Data, in accordance with CDRL Line Number SUP-200, for:

- a. all Commonwealth-owned Stock Items that are newly introduced under the Contract; and
- b. to address any errors or changes in Codification Data for Stock Items that are already codified.

6.2.3.2 The Contractor shall deliver, or shall ensure the delivery of, Codification Data to the delivery location specified in CDRL Line Number ILS-200, unless another delivery location is agreed in writing between the parties.

Note to drafters: Delete the following clause if not required, and replace with 'Not used'.

Option: Include clause for Codification of Contractor-owned Stock Items.

6.2.3.3 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall provide Codification Data, in accordance with CDRL Line Number SUP-200, for all Contractor-owned Stock Items that are newly introduced under the Contract and that could reasonably be expected to utilise the Defence Supply Chain for their Distribution, including during periods of Surge.

6.2.3.4 The Contractor acknowledges that Codification Data will be retained by the Australian National Codification Bureau (NCB) and may be retained by other NCBs, for Codification and associated NCB functions.

6.2.3.5 If elements of Codification Data are provided to the Commonwealth:

- a. only for the purpose of Codification, those elements of Codification Data will only be used in accordance with this clause 6.2.3; or
- b. for a purpose that is in addition to Codification, those elements of Codification Data will be subject to the requirements of clause 5 of the COC and this clause 6.2.3.

6.2.4 Cataloguing

Note to drafters: If Cataloguing Services are not required (eg, Cataloguing will be performed by Defence staff), replace both of the following options with a single 'Not used'.

The following note to tenderers is appropriate for tenders released before delivery of Tranche 1 of the Defence ERP System. Drafters may amend the following note to tenderers if relevant information is available regarding the rollout of Defence ERP System functionality.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years. References to the MILIS in this DSD should be considered as references to the Defence ERP System, used to perform relevant functions.

Changes to the draft Contract, for the introduction of the Defence ERP System, may be included in negotiations for any resultant Contract. If the Defence ERP System performing the relevant functions has not been implemented by the Effective Date, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.

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

Option A: For when the Contractor provides Cataloguing data to the Commonwealth for entry into MILIS by Defence staff.

6.2.4.1 The Contractor shall develop and provide to the Commonwealth Representative, for all Commonwealth-owned Stock Items that are introduced under the Contract, MILIS Global Catalogue Data in the format requested by the Commonwealth Representative.

6.2.4.2 When the Contractor identifies an error or other requirement to change MILIS Global Catalogue Data for a Product Being Supported, or when otherwise requested by the Commonwealth Representative, the Contractor shall provide an update to the MILIS Global Catalogue Data to the Commonwealth Representative, in the format requested by the Commonwealth Representative.

Option B: For when the Contractor enters Cataloguing data directly into MILIS.

6.2.4.3 The Contractor shall develop MILIS Global Catalogue Data and enter this data into MILIS in accordance with the ESCM, for all Commonwealth-owned Stock Items that are introduced under the Contract.

6.2.4.4 When the Contractor identifies an error or other requirement to change MILIS Global Catalogue Data for a Product Being Supported, or when otherwise requested by the Commonwealth Representative, the Contractor shall update the MILIS Global Catalogue Data in MILIS, in accordance with the ESCM.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)**SECTION 1: GUIDANCE FOR DSD-SUP-SERV****(ROUTINE SUPPLY SERVICES)**

Status: Core (for all Contracts requiring Supply Services)

The Defence Enterprise Resource Planning (ERP) System will replace the Military Integrated Logistics Information System (MILIS) and other Defence information systems, over a number of years and tranches. For further information, refer to the Defence ERP Program websites.

Once details for the introduction of the relevant Defence ERP System functions are known, this DSD, and documents referenced by it, will require update.

Depending on the implementation schedule for the Defence ERP System functions and an individual tender, this DSD may need to be updated before tender release, during negotiations, or during any resultant Contract. Changes will be required in clauses that reference the MILIS and the Electronic Supply Chain Manual (ESCM).

Purpose: Refer to 'Description and Intended Use', clause 3.

Policy: Refer to clause guidance.

Guidance: This DSD is the 'head' or 'lead' Supply Support DSD and must be used if Supply Services are required under the Contract. The DSD may be used as a stand-alone DSD (eg, for smaller-scale support contracts) or as the head DSD of an integrated set of Supply Support DSDs. The DSD includes a number of optional clauses, some of which would be deleted or modified if the other DSDs are used. The relationships between the DSDs and between this DSD and particular SOW clauses are explained in the guidance provided with this DSD, along with additional tailoring guidance.

Supply Management

The requirement for the management of Supply Support activities should be addressed either within the Contractor Supply Support Plan (CSSP), as per CDRL line SUP-100, or as a sub-plan rolled up into the Support Services Management Plan (SSMP) delivered in accordance with CDRL line MGT-100. This DSD also contains management requirements, such as the need for a Contractor Supply Management System; however, Contractor use of the Military Integrated Logistics Information System (MILIS) to manage stock is covered by DSD-SUP-MILIS.

Procurements

This DSD clarifies that the Contractor is responsible for the procurement of Non-RIs used in the Maintenance Support it provides. For procurement as a Service, refer to DSD-SUP-PROC. This DSD, DSD-SUP-PROC and DSD-SUP-MILIS, must be tailored consistently for Services to procure Stock Items, and the level of MILIS access to be provided.

MILIS Use

Although reference to MILIS is included in this DSD, DSD-SUP-MILIS must be included in the Contract for Contractor access to MILIS. Accordingly, this DSD and others must be tailored consistent with the MILIS access provided under DSD-SUP-MILIS. If considered beneficial (and without duplicating DSD-SUP-MILIS clauses), drafters may further tailor clauses in this DSD to identify the use of MILIS in performing functions described in this DSD.

Codification and Cataloguing

DEFLOGMAN Part 2 Volume 5 Chapter 5, '*Item Identification and Recording of Defence Logistics Assets in support of the Military Integrated Logistics Information System*' is clear policy direction regarding the requirement to codify and catalogue Stock Items owned by the Commonwealth. Drafters should also consider Contractor-owned Stock Items to be codified in order to cater for distribution through

the Defence Supply Chain, including distribution to a foreign country. Codification and Cataloguing requirements are addressed in DSD-SUP-SACC.

Warehousing and Distribution

Under this DSD the Contractor is required to deliver items to the Commonwealth. Refer to DSD-SUP-W&D for Contractor-provided Warehousing and / or Distribution Services requirements.

Stocktaking

Although stocktaking is a Supply Support function, the approach to accounting for Defence assets throughout the ASDEFCON templates means that this function is addressed in SOW clause 3.11.6.

Foreign Military Sales

Although US Foreign Military Sales (FMS) is traditionally seen as a Supply Support issue this template acknowledges that, in most cases, access to supplies and services from this government-to-government agreement must be conducted through CASG rather than directly by the Contractor. Accordingly, Contractor access to Supplies obtained through FMS is addressed in SOW clause 3.18.

Related Clauses/ Documents:

Draft SOW clause 3.11.6, Assurance and Stocktaking of Contractor Managed Commonwealth Assets

Draft SOW clause 3.18, Access to Foreign Military Sales

DID-SUP-CSSP, which defines requirements for the CSSP, or DID-SSM-SSMP for the SSMP, which may include supply support planning when a stand-alone CSSP is not required.

Each of the other Supply Support DSDs

Optional Clauses: None

6.2.1 General

Status: Core

Purpose: To require the Contractor to perform Supply Services in accordance with the applicable references and work in a manner that integrates with the Defence Supply Chain.

Guidance: Clause 6.2.1.1 requires the Contractor to follow the applicable documents, particularly when interfacing with the Defence Supply Chain. The drafter should ensure that the references listed under clause 5 are correct and up to date.

Clauses 6.2.1.2 and 6.2.1.3, which have similar clauses in other head DSDs, require the Contractor to maintain a schedule of relevant activities and to provide a copy of that schedule to the Commonwealth when requested. This is a working-level schedule but should be consistent with a Support Services Master Schedule (SSMS), if one is included in the Contract.

Clause 6.2.1.4 requires the Contractor to acknowledge that it is part of a larger supply chain and that it has a substantial role in ensuring that the entire supply chain operates efficiently and effectively to meet operational demands. This involves the effective integration of a number of Supply support activities, as highlighted in the subclauses, which relate to other parts of this DSD and other DSDs. Clause 6.2.1.4 may be amended where aspects of supply listed in the subclauses have not been included in the Contract (through this and other DSDs).

Related Clauses/ Documents:

All other clauses within this DSD

DID-SSM-SSMS

Optional Clauses: None

6.2.2 Requirements Determination

<u>Status:</u>	Optional
<u>Purpose:</u>	To require the Contractor to undertake Requirements Determination activities to meet the sustainment requirements of the Contract.
<u>Policy:</u>	DEFLOGMAN Part 2 Volume 5 Chapter 3, <i>Australian Defence Force Requirements Determination and Management of Reserve Stocks</i>

Guidance: The drafter should refer to the Glossary to determine the difference between Stock Assessment and Requirements Determination. The clauses included in this DSD ensure that it is clear that the Contractor is responsible for on-going Requirements Determination activities. If Requirements Determination is not a requirement of the Contract (eg, will be undertaken by SPO staff) then the clauses under the heading clause 6.2.2 can be deleted and replaced with a single 'Not used'.

The determination of both Commonwealth-owned and Contractor-owned Stock Items to be listed in Annex A to the SOW should be (or should have been) an output of the Contract (Acquisition), and should include Surge requirements when applicable. Alternatively, if the Contract is following a period of in-service support (either Commonwealth or Contractor), then Requirements Determination should use existing records where these reflect current operating requirements and conditions (and, therefore, the current rate of Stock Item use). If Requirements Determination makes use of Defence-owned Software (not essential) the ESCM Volume 4 Section 2, *Requirement Determination* provides procedural guidance.

Clause 6.2.2.1 describes the intended scope of Requirements Determination in relation to routine forecasting of stock demands and outages. This clause should be tailored if the scope will be more limited than that identified.

Clauses 6.2.2.2 and 6.2.2.3 enable the update of SOW Annex A, via CCP, based on the results of Requirements Determination. These clauses may not be required if Stock Assessment is to be performed in accordance with DSD-SUP-SACC in order to analyse and optimise Stock Item holdings. However, it is possible for both Requirements Determination and Stock Assessment to be included in the Services, for different purposes.

Two optional clauses 6.2.2.4 and 6.2.2.5 are included if the Contractor will be tasked with recommending changes, as a result of Requirements Determination, to the maximum and minimum stockholding levels of Non-RIs that are identified in MILIS for Contractor-controlled and Commonwealth warehouse(s). This option is dependent on the Contractor having access to MILIS (through DSD-SUP-MILIS).

The requirement for the Contractor to assess the implications for Stock Items associated with changes to the Contract or for new or modified Products, or other changes (eg, changes to operational requirements) should be determined using DSD-SUP-SACC. Where the Stock Items are provided to Defence and must be procured by the Contractor to maintain stock levels that have been revised through Requirements Determination or Stock Assessment, refer to DSD-SUP-PROC. Note also that DSD-SUP-PROC clauses (which refer to Stock Assessment) may require revision if Requirements Determination is to be used instead of Stock Assessment as the basis for setting stock levels. As stock levels are identified in MILIS, this DSD also interacts with the requirements of DSD-SUP-MILIS.

The drafter should note that Requirements Determination for Contractor-owned Stock Items is, in the main, a Contractor responsibility. Nevertheless, where there are implications for the Contract (eg, the price is affected), DSD-SUP-SACC also caters for this situation.

Related Clauses/ Documents:

DSD-SUP-MILIS, Military Integrated Logistics Information System Use

DSD-SUP-PROC, Procurement Services

DSD-SUP-SACC, Stock Assessment, Codification and Cataloguing

Optional Clauses: None

6.2.3 Procurement of Non-RIs

Status: Optional

Purpose: To require the Contractor to undertake procurement of Non-RIs to meet the Maintenance Support requirements of the Contract.

Policy: DEFLOGMAN Part 2 Volume 5 Chapter 4, *Defence Procurement Routing Rules in Support of the Military Integrated Logistics Information System*

ESCM Volume 4 Section 5, *Requisitioning*

Guidance: Clause 6.2.3 of this DSD makes it clear that the Contractor is responsible for procuring its own Non-RIs, as necessary, to meet the Maintenance Support requirements of the Contract. In smaller scale contracts, this may be all of the procurement activity that needs to be defined in the Contract. If, however, these procurement activities are covered under DSD-SUP-PROC and/or by using MILIS, through DSD-SUP-MILIS, then this clause should be deleted (replaced with 'Not used') or modified for the applicable scope.

If the Contractor will obtain some Non-RIs from Defence (eg, an element of the Contractor's organisation located in GFF and accessing Non-RIs from a Defence store) then the clause may be amended to reflect the different processes at different sites.

Procurement of Stock Items is addressed in both DSD-SUP-PROC (when the Stock Items are procured outside of MILIS) and DSD-SUP-MILIS (if the Stock Items are procured through MILIS). DSD-SUP-PROC and DSD-SUP-MILIS allow for the procurement of Non-RIs that have been Approved for purchase and that can be supplied to Defence units as customers or used by the Contractor in the performance of Services, such as Maintenance. Hence, these DSDs may cover all of the Non-RIs procured by clause 6.2.3, in which case this clause can be deleted. However, the clause may still be required for a limited number of Non-RIs not accessible through those other avenues, in which case the clause should be amended to identify its limited scope.

Procurement of Stock Items to be owned by the Contractor would generally be outside of the purview of the Commonwealth Representative; however, for Stock Items considered to be of significant interest (ie, Stock Items which are subject to technical regulation or which have strategic importance), DSD-SUP-PROC or DSD-SUP-MILIS should be used.

Related Clauses/ Documents:

DSD-SUP-PROC, Procurement Services

DSD-SUP-MILIS, Military Integrated Logistics Information System Use

Optional Clauses: None

6.2.4 Management of Reserve Stocks

Status: Optional

Purpose: To require the Contractor to maintain the RSLs specified in the Contract.

Policy: DEFLOGMAN Part 2 Volume 5 Chapter 3, *Australian Defence Force Requirements Determination and Management of Reserve Stocks*

Guidance: The drafter should note the definition for Reserve Stock in the Glossary. In certain circumstances, it will be necessary to specify a level of Reserve Stock to be held by the Contractor to meet Surge requirements (primarily for a Contingency), which enables preparedness requirements to be met in accordance with DEFLOGMAN Part 2 Volume 5 Chapter 3. If there is no requirement for the Contractor to hold or maintain RSLs under the Contract, the clauses below the heading clause 6.2.4 should be deleted and replaced with a single 'Not used'.

RSLs should be initially set by the Commonwealth and listed in SOW Annex A (as entries in an RSL column within each applicable table), as part of developing the RFT. This will ensure that the tenderers are able to assess stock holding and related inventory management requirements. Updates to RSLs may be recommended by the Contractor in accordance with DSD-SUP-SACC.

This clause covers the requirement to maintain RSLs, as listed in SOW Annex A, and the conditions for the release of reserve Stock Items. The conditions for release of reserve stock should be amended, as required, to reflect the business practices of the logistics managers / SPO and the specific process that would be applicable to the Contract,

Following a period of Surge, where the use of reserve stock (ie, 'breach' of RSLs) has been authorised, the Contractor will need to recover Stock Item holdings to the RSLs, within the shortest possible time, based on:

- a. for RIs, the Turn-Around-Time (TAT); and
- b. for Non-RIs, the delivery lead time; or
- c. some other time agreed between the parties.

The drafter will need to pay special attention to this requirement as many Stock Items, which constitute the RSL, may take some time to come back into the Contractor's control, especially if the Stock Items have been moved offshore. In such circumstances the subclause list under clause 6.2.4.2 may require further development.

Related Clauses/ Documents:

Annex A to the SOW

DSD-SUP-SACC, Stock Assessment, Codification and Cataloguing

Optional Clauses: None

6.2.5 Care for Contractor-held Stock Items in Storage

Status: Optional

Purpose: To require the Contractor to care for Contractor-held Stock Items held in storage, including undertaking Maintenance of those Stock Items.

Policy: TBD

Guidance: This clause is a generic clause, requiring the Contractor to take due care of Contractor-held Stock Items (both Commonwealth-owned and Contractor-owned) whilst in storage. Drafters should note that a general liability for Stock Items is addressed in the COC and care of all CMCA under SOW clause 3.11.3. If not required, the clause below the heading can be deleted and replaced with 'Not used'.

Care, including Maintenance when in Storage, is addressed in this clause. If the Products require more significant preservation and Preventive Maintenance, including specified procedures for the preparation and retrieval from long-term storage, then drafters should use the Long Term Storage requirements at clause 6.2.4 of DSD-SUP-W&D. If all such requirements will be covered through DSD-SUP-W&D then this clause may be deleted and replaced with 'Not used'.

While maintenance in storage applies primarily to Commonwealth-owned Stock Items, the drafter should consider whether a subset of Contractor-owned Stock Items should also be addressed. Such Stock Items may be those that have significant technical regulatory implications.

Drafters should refer to the Glossary for the difference between Storage and Warehousing.

Related Clauses/ Documents:

COC clause 10.8, Loss of or Damage to Commonwealth Property.

SOW clause 3.11.3, Care of Contractor Managed Commonwealth Assets.

DSD-SUP-W&D, for long term storage requirements.

Optional Clauses: None

6.2.6 Delivery of Stock Items

Status: Optional

Purpose: To require the Contractor to deliver Stock Items to the delivery points defined in the Contract.

Policy: ESCM Volume 4 Section 5 Chapter 4, *Australian Standard Materiel Issue and Movement Priority System*

Guidance: This clause would be required in most Contracts that include Supply Services; however, if the provision of Stock Items will only be Defence Personnel going directly to Contractor-operated stores (ie, in GFF or otherwise located near the Defence unit), then this clause may not be required and all subclauses can be deleted and replaced with a single 'Not used'.

Clause 6.2.6.1 states the requirement for the Contractor to satisfy Demands placed by persons authorised by the Commonwealth Representative within the required delivery times, unless clause 6.2.6.2 applies. The Commonwealth Representative will need to notify the Contractor of persons able to place Demands and may refer to all MILIS users who are authorised to place Demands against the applicable product designation codes. Note that some of these authorised MILIS users may be other Commonwealth contractors using the same Products (ie, Associated Parties). If the Contractor will not have MILIS access then the Commonwealth Representative will need to notify the Contractor of the persons authorised to make Demands via another means. In this case, the drafter could include a list of potential authorised persons with the RFT, if this is likely to help tenderers to scope the work requirements for the Contract.

Clause 6.2.6.2 qualifies that the Contractor does not have to deliver quantities of Stock Items that exceed the maximum Stock Item holdings identified for the unit demanding them. However, the additional Stock Items are to be delivered if approved by the Commonwealth Representative. This clause requires Contractor visibility of maximum Stock Item levels, typically via the maximum levels allocated to the particular MILIS warehouse. If the Contractor will not have MILIS access and it is otherwise impractical to provide this information, the clause and the reference to it in clause 6.2.6.1 should be removed.

To be informed of Demands the Contractor requires visibility of 'Due Outs' reports. There are essentially two options here, direct visibility through MILIS or reports provided on a regular basis by the Commonwealth, as included in the subclauses of clause 6.2.6.3. The clause should be tailored for the preferred approach and the process to be followed (eg, how often Due Outs Reports will be provided, what days of the week, etc). While it is possible that the Contractor will not have MILIS at every site and both options would be possible, general preference is to have the Contractor responsible for monitoring Due Outs where possible. Subclause c allows for more urgent demands to be advised by alternative means with the formal Demand paperwork to follow.

Clause 6.2.6.5 requires the Contractor to acknowledge the priority demand system and that it may not be the only party in the supply chain. Accordingly, the clause requires the Contractor to work in a way that allows for the delivery date to be satisfied when involvement of other parties is taken into consideration.

The final two draft clauses, 6.2.6.6 and 6.2.6.7 identify or refer to details of delivery points, Drafter should ensure that Attachment C, Delivery Schedule, includes the delivery points and, when applicable, Freight Distribution Centres.

The final, optional, clause is to deliver Stock Items to the nearest Freight Distribution Centre during times of Contingency - this applies to deployable systems and related Stock Items only. This requirement enables the Contractor to access the Defence supply chain at the nearest point of entry and, therefore, to use the Defence Warehousing and Distribution (DW&D) contract to achieve distribution to the required

location. If the system is not deployable this option can be deleted (and the preceding clause amended), or if retained it can be overridden by the Commonwealth Representative at any time, if not applicable.

Related Clauses/ Documents:

Attachment C, Delivery Schedule

DID-SUP-CSSP or DID-SSM-SSMP, as the DIDs for the governing plan

DID-SSM-SMP, which specifies requirements for a Surge Management Plan, which should identify changes to Supply processes under Surge conditions.

DID-PM-MGT-SAC, Supplies Acceptance Certificate and COC clause 6.8, Acceptance.

DSD-SUP-W&D, Warehousing and Distribution.

Optional Clauses: None

6.2.7 Contractor Supply Management System

Status: Optional

Purpose: To require the Contractor to utilise its own Contractor Supply Management System for the management of Stock Items.

Policy: TBD

Guidance: The drafter should note that the ESCM defines inventory as Commonwealth-owned items only; hence, the use of the broader term Stock Item in this template. The Contractor will use either his own system (Contractor Supply Management System) or MILIS for the management of Commonwealth-owned Stock Items. It is not desirable for the Contractor to have to use two systems for the support of the one set of Products (noting that the Contractor will have to use its own system for Contractor-owned Stock Items); however, it is equally undesirable for the Commonwealth to operate a parallel system in conjunction with the Contractor Supply Management System and thereby insert itself in the middle of the Contractor's process for no real gain. Additionally, all Stock Items owned by the Commonwealth need to be accounted for in a system which satisfies the Commonwealth's statutory obligations. MILIS fulfils that requirement within Defence.

The drafter needs to take cognisance of these issues before a decision is made to 'force' the Contractor to use MILIS. The specific requirements of the Contractor once MILIS has been mandated are addressed in DSD-SUP-MILIS.

If all Stock Item control and management by the Contractor can be performed using MILIS (from the start of the Contract / OD), then this clause may not be required and the clauses below the heading can be deleted and replaced with a single 'Not used'.

In many cases this clause will be required for use, with and/or without Contractor use of MILIS in accordance with DSD-SUP-MILIS (and other tailored DSDs, including this one). When included, drafters need to review the Stock Item that will be applicable (clause 6.2.7.1) and the functionality required (clause 6.2.7.2) and amend these clauses for individual Contract needs.

Related Clauses/ Documents:

Clauses 6.2.2, 6.2.3, 6.2.6, 6.2.8, 6.2.9 of this DSD and clauses in other Supply Support DSDs that are tailored for the inclusion of MILIS.

DID-SUP-CSSP or DID-SSM-SSMP, as applicable

DSD-SUP-MILIS, Military Integrated Logistics Information System Use, which defines both access and the scope of MILIS use.

Optional Clauses: None

6.2.8 Obsolescence Management

Status: Optional

- Purpose: To require the Contractor to implement an Obsolescence management program.
- Policy: DEFLOGMAN Part 2 Volume 5 Chapter 7, *Defence Policy on Obsolescence Management*
- Guidance: The drafter should note the definition for Obsolescence in the Glossary, as well as the definitions for Obsolescent, Obsolescent Item, Obsolete and Obsolete Item. The definitions for Obsolescent Item and Obsolete Item relate to the use of the term under the ESCM. The Commonwealth needs to know when (preferably before) any Stock Item:
- a. becomes difficult to procure;
 - b. will commence its final production run; or
 - c. is soon to be superseded by a like item.

It can be preferable for the Contractor to implement a proactive, rather than reactive (wait and see) Obsolescence monitoring program; however, in some circumstances, a reactive program has merits. For example, a reactive program may be preferable when the technology of the equipment under review is low (eg, cars, trucks, cranes, etc). A reactive program should involve a risk analysis before implementation.

If the Commonwealth undertakes an Obsolescence monitoring and management program without the need for proactive Contractor input, then the clause may not be required and the clauses below the heading can be deleted and replaced with a single 'Not used'.

The drafter should note the guidance that is contained in DEF(AUST) 5691, Logistic Support Analysis, particularly task PL5, Post Production Support Analysis. The Commonwealth is likely to be equally interested in Obsolescence of Contractor-owned Stock Items as well as Obsolescence of Commonwealth-owned Stock Items, particularly if there are significant implications for the Commonwealth associated with Contractor-owned Stock Items.

Related Clauses/ Documents:

DID-SUP-CSSP or DID-SSM-SSMP, as applicable

DSD-ENG-SERV, for engineering investigations into Obsolescence and related parts substitution or modification options.

Optional Clauses: None

6.2.9 Disposal

- Status: Optional
- Purpose: To require the Contractor to undertake Disposal activities in accordance with Defence policy.
- Policy: DEFLOGMAN Part 2 Volume 5 Chapter 10, *Defence Disposal Policy*
ESCM Volume 4 Section 7 Chapter 1, *Disposal of Defence Assets*
- Guidance: The Contractor may be required to dispose of a range of surplus Stock Items during the course of the Contract. Commonwealth interest in the disposal of Contractor-owned Stock Items would usually be related to meeting environmental and safety issues which are covered in the SOW at clause 12, unless there are other implications for the Contract. The Contractor may need to dispose of Commonwealth-owned Stock Items which:
- a. are no longer needed to support the ADF;
 - b. are excess to requirements;
 - c. are unsuited for use because of Obsolescence or expired shelf life;
 - d. can be provided by alternate means in a more economic manner; or
 - e. are Beyond Economic Repair (BER) or Beyond Physical Repair (BPR).

The drafter should note the requirements and delegations for stores write offs in DEFLOGMAN Part 2 Volume 5 Chapter 10, *Defence Disposal Policy*, and ensure these are woven into the Contract.

If Disposal Services are not a requirement of the Contract (meaning that some items may need to be returned to the Commonwealth for Disposal) then the clauses below the heading can be deleted and replaced with a single 'Not used'.

If included in the Contract, drafters should review and amend the clause, as necessary, including in relation to the preparation or availability of a Disposal Plan (or one prepared by the Commonwealth) and the use of MILIS including a 'Disposal Supply Customer Account' to record disposal actions.

Related Clauses/ Documents:

COC clause 10.7, Loss of or Damage to the Deliverables and Products Being Supported.

DID-SUP-CSSP or DID-SSM-SSMP, as applicable.

DSD-SUP-MILIS, MILIS Use.

DSD-MNT-MGT for items identified as BER and/or BPR during Maintenance.

Optional Clauses: None

6.2.10 Support System Supportability Analysis

Status: Optional

Purpose: To require the Contractor to undertake specific Support System Supportability Analysis activities.

Policy: TBD

Guidance: The Support System Supportability Analysis activities defined in the template require the Contractor to monitor and analyse a specific set of Support System parameters relating to the Stock Items managed by the Contractor.

If there is no requirement for these kinds of analyses (eg, all conducted by the SPO), then the clauses below the heading can be deleted and replaced with a single 'Not used'.

If included in the draft Contract, drafters should amend these analysis activities to define a set appropriate to the nature, scope and requirements of the Contract. Drafters should also note that agreed outcomes from these activities could be subject to inclusion within the cost of Recurring Services, at Contractor expense, or performed as an S&Q Service, depending on the required actions to implement those agreed outcomes.

Related Clauses/ Documents:

Draft SOW clause 13.4, Cost Modelling

DSD-ENG-SERV, Supportability and Engineering Analysis clause

DSD-SUP-SACC, Stock Assessment clause

DID-SUP-CSSP or DID-SSM-SSMP, as applicable

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

Note to drafters: The following note to tenderers is appropriate for tenders released before delivery of Tranche 1 of the Defence ERP System. Amend the note to tenderers if relevant information regarding the rollout of the Defence ERP System is available.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years, with the replacement of inventory management and stock control functions scheduled included in the initial tranche ERP functions. References to MILIS in this DSD should be considered as references to the Defence ERP System, used to perform relevant functions.

Changes to the draft Contract, for the introduction of the Defence ERP System, may be included in negotiations for any resultant Contract. If the Defence ERP System performing the relevant functions has not been implemented by the Effective Date, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.

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

1. DSD NUMBER: DSD-SUP-SERV-V5.2

2. TITLE: ROUTINE SUPPLY SERVICES

3. DESCRIPTION AND INTENDED USE

3.1 This DSD describes the routine Supply Services required to be provided by the Contractor for the following types of Items, as applicable:

- a. Commonwealth-owned Stock Items;
- b. Contractor-owned Stock Items; and
- c. Software.

Note to drafters: Amend the following subclauses to align with the scope of the tailored DSD.

3.2 This DSD is intended to be the head or lead DSD for Supply Support, and is applicable where the Contractor is required to provide routine Supply Services, such as:

- a. Requirements Determination;
- b. procurement of Non-RIs;
- c. management of Reserve Stocks;
- d. care, including Maintenance, of Stock Items while in storage;
- e. the delivery of Stock Items to satisfy Demands;
- f. disposal;
- g. Obsolescence management; and
- h. analyses of Supply Support in respect of supportability.

4. INTER-RELATIONSHIPS

4.1 This DSD forms part of the SOW.

4.2 This DSD must be applied in conjunction with Supply Services defined in the Supply Support requirements of the SOW and the related DSDs.

5. APPLICABLE DOCUMENTS

5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to routine Supply Services). Do not include reference to Defence policy unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation

within a contract. Reference to the ESCM may require update with the introduction of the Defence ERP System.

ESCM

DEFLOGMAN Part 3, *Electronic Supply Chain Manual*

6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope of DSD

Note to drafters: Amend the following clause to align with the scope of Supply Services required under the Contract.

6.1.1.1 The Contractor shall provide routine Supply Services, as described in this DSD, for the following types of Items listed in Annex A to this SOW:

- a. Commonwealth-owned Stock Items;
- b. Contractor-owned Stock Items; and
- c. Software.

6.2 Services

6.2.1 General

Note to drafters: If only a portion of the Applicable Documents listed in clause 5 are applicable, then the following clause would need to be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

6.2.1.1 The Contractor shall provide routine Supply Services in accordance with the applicable documents listed in clause 5 of this DSD.

6.2.1.2 The Contractor shall maintain a schedule of known routine Supply activities, projecting work effort for a period of not less than one year in advance, or until the end of the Contract period where that is less than one year.

6.2.1.3 The Contractor shall provide a copy of the Contractor's Supply schedule in the format requested and within five Working Days (or other timeframe agreed between the parties) of a request for a copy of this schedule from the Commonwealth Representative.

Note to drafters: Include the following clause if the DW&D contractor will be used to distribute Stock Items between the Contractor (and Subcontractors) and the Commonwealth. Amend the subclauses to align with the other requirements of the Contract.

6.2.1.4 The Contractor acknowledges that, notwithstanding that the Commonwealth is responsible for distribution of Stock Items through the Defence Supply Chain (eg, through the Defence Warehousing and Distribution (DW&D) contract), the Contractor plays a substantial role in ensuring that the overall supply chain (including Defence, the Contractor and Subcontractors) operates efficiently and effectively to meet operational demand, including (in addition to the explicit roles and responsibilities set out elsewhere in the Contract):

- a. by ensuring that all Stock Items that could be demanded by the Commonwealth are appropriately codified and catalogued within MILIS;
- b. by monitoring applicable performance characteristics of the supply chain (eg, delivery lead time, TAT and Stock Item outages) to ensure that the supply chain is operating effectively and efficiently and that any identified problems are proactively addressed to ensure that they do not recur;
- c. by establishing minimum and maximum Stock Item holding levels for Non-RIs at appropriate points in the supply chain to ensure that Stock Items are available, when required, within acceptable levels of risk;
- d. procuring the necessary Stock Items for use by the Contractor in the performance of the Services and by Defence units placing authorised Demands for those Stock Items, as applicable;

- e. by processing Commonwealth Demands for Stock Items in a manner and within a timeframe that enables the Demand to be satisfied within the required time, including in accordance with this clause 6.2.6;
- f. by maintaining open, clear and continual communications with Subcontractors to ensure that the lower-tier elements of the supply chain are operating effectively;
- g. by managing a Warehouse of Contractor-owned Non-RI Stock Items that are used to resupply the Commonwealth upon a Demand being submitted;
- h. by managing a Warehousing and Distribution system that ensures the protection and preservation of Stock Items, enables the satisfaction of Demands in a timely manner and, when applicable, integrates with the Defence Supply Chain;
- i. by monitoring Obsolescence, in accordance with clause 6.2.8, so that Stock Items that are likely to become difficult to obtain are proactively identified and that a resolution is quickly progressed; and
- j. by liaising with ADF and other Commonwealth Personnel (as authorised by the Commonwealth Representative) to ensure that any issues with the Defence portion of the overall supply chain are appropriately addressed.

6.2.2 Requirements Determination

6.2.2.1 The Contractor shall conduct the following activities for the Items listed at clause 6.1.1.1:

- a. Requirements Determination relating to the need to induct RIs into the repair pipeline or to redistribute RIs to meet forecast demand; and
- b. Requirements Determination relating to the need to procure Non-RIs to meet forecast demand.

Note to drafters: The following two clauses are optional; however, they should be included in the draft Contract if the Stock Assessment requirements of DSD-SUP-SACC have not been included. If the requirements from DSD-SUP-SACC have been included then the following two clauses should be deleted and replaced with 'Not used'.

Option: For when Requirements Determination is used as the basis to update Annex A to the SOW.

6.2.2.2 Subject to clause 6.2.2.3, the Contractor may propose amendments to Annex A to the SOW, with respect to the Reserve Stockholding Levels (RSLs), at any time during the Term.

6.2.2.3 The Contractor shall provide a Contract Change Proposal (CCP) in accordance with clause 11.1 of the COC to propose an amendment to Annex A to the SOW, and the Contractor shall ensure that the CCP includes such supporting documents as the Commonwealth Representative requires to justify the proposed amendment.

Note to drafters: The following two clauses are optional and, if included, also require DSD-SUP-MILIS to be included in the draft Contract.

Option: Include the following two clauses when minimum and maximum stockholding levels are to be monitored and managed through MILIS.

6.2.2.4 For all Non-RIs, the Contractor shall propose, for Commonwealth Approval, the minimum and maximum levels of Stock Item holdings within each Commonwealth store (including district warehouses and consumable sub-stores) where Materiel System Stock Items are held.

6.2.2.5 Once the minimum and maximum levels of Stock Item holdings have been Approved pursuant to clause 6.2.2.4, either party may propose changes to these levels and, when this situation occurs, the parties shall negotiate in good faith to agree the required changes. The Contractor acknowledges that the Commonwealth Representative's decision on the minimum and maximum Stock Item holding levels shall be final and binding on the parties.

6.2.3 Procurement of Non-RIs

Note to drafters: The following clause is optional and may require amendment to address the specific requirements of the Contract. For example, if all procurement activities, including the Contractor's own internal procurements, are covered under DSD-SUP-PROC and/or DSD-SUP-MILIS, then the following clause should be deleted and replaced with 'Not used'. Alternatively, the following clause would require amendment if certain Non-RIs were to be provided to the Contractor by the Commonwealth (eg, from a Commonwealth store located near GFF).

6.2.3.1 The Contractor shall procure all Non-RIs to:

- a. meet the Maintenance Support requirements of the Contract; and
- b. meet the demand requirements for any Non-RIs, identified in Annex A, that are required to be delivered to the Commonwealth.

6.2.4 Management of Reserve Stocks

Note to drafters: If Reserve Stocks are not a requirement of the Contract, the following clauses should be deleted and replaced with a single 'Not used'.

6.2.4.1 Subject to clauses 6.2.4.2 and 6.2.4.3, the Contractor shall maintain the RSLs specified in Annex A to the SOW.

Note to drafters: If Surge requirements are not applicable to the Contract, drafters should replace subclause a with 'Not used'.

6.2.4.2 The Contractor shall not breach the RSLs specified in Annex A to the SOW, except:

- a. during periods of Surge; or
 - b. when the Commonwealth's operational requirements will be affected; and
- the Commonwealth Representative has given prior Approval, in writing, for the breach.

6.2.4.3 If the RSLs are breached pursuant to clause 6.2.4.2, the Contractor shall recover the RSLs within the shortest possible time, based on:

- a. for RIs, the TAT; and
- b. for Non-RIs, the delivery lead time; or
- c. some other time agreed between the parties.

6.2.5 Care for Contractor-held Stock Items in Storage

Note to drafters: If storage of Stock Items is not a requirement of the Contract, the following clauses should be deleted and replaced with a single 'Not used'.

6.2.5.1 The Contractor shall ensure that all Stock Items held by the Contractor, which are subject to deterioration over time (eg, through shelf life, corrosion, desiccant replacement, etc), are subject to an Approved preservation and/or Preventive Maintenance program, as applicable.

6.2.6 Delivery of Stock Items

Note to drafters: If there are likely to be a number of personnel authorised to issue demands for Stock Items (eg, personnel at the operating units), including demands issued via MILIS, the Commonwealth Representative may need to define persons who place Demands on the Commonwealth Representative's behalf, in accordance with clause 2.1 of the COC.

6.2.6.1 Subject to clause 6.2.6.2, the Contractor shall manage and process each Demand for Stock Items, which has been initiated by a person authorised by the Commonwealth Representative, to ensure that the delivery date specified on that Demand is satisfied.

Note to drafters: If the Contractor will not have visibility of maximum holding levels, clause 6.2.6.2 should be replaced with 'Not used' and 'Subject to clause 6.2.6.2' in the above clause should be deleted.

6.2.6.2 The Contractor will not be obliged to meet Demands for quantities of Stock Items that exceed the maximum Stock Item holding levels allocated to the unit submitting the Demand. In such circumstances, the Contractor shall notify the Commonwealth

Representative and, if Approved by the Commonwealth Representative, the Contractor shall then complete the Demand as directed by the Commonwealth Representative.

- 6.2.6.3** To ensure that the Contractor has adequate visibility of all Commonwealth Demands that need to be satisfied, by the provision of a Stock Item by the Contractor, the Commonwealth:

Note to drafters: The following subclauses contain options for providing visibility to Stock Item levels and Demands that will depend upon Contractor access to MILIS, a manual process, or a combination of the two (but these cannot be drafted 'efficiently' as two distinct options). Drafters are to amend the following sub-clauses if it is known which mechanism will be used to provide visibility. If not known at the time of drafting, it is recommended that both options be retained, that the clauses be amended as required, and a note to tenderers be added to identify the dependencies (eg, optional GFF) leading to this clause being finalised by ED.

- a. shall, for Stock Items held in a Commonwealth store (including district warehouses and consumable sub-stores), provide the Contractor with on-line visibility of Stock Item holding levels via a Commonwealth logistics information system (eg, MILIS);
- b. shall provide to the Contractor either:
 - (i) on-line visibility of the applicable Commonwealth Demands through a Commonwealth logistics information system (eg, MILIS); or
 - (ii) at least twice per week (not on the same day or on consecutive Working Days), a copy of the report(s) from the Commonwealth logistics information system that identify the applicable Commonwealth Demands (Due Outs Report) as GFD in accordance with clause 3.6 of the COC, clause 3.11 of the SOW and clause 6.2.6.4 of this DSD; and
- c. may, in addition to the mechanisms set out in clause 6.2.6.3b, advise the Contractor of urgent Demands via email, telephone or other mechanism agreed between the parties.

- 6.2.6.4** On receipt of the Due Outs Report, the Contractor shall review the report and promptly advise the Commonwealth of any apparent discrepancies or errors. In the event that the Contractor fails to review the report or reviews it, but fails to discern any obvious errors or discrepancies, the Contractor shall not be entitled to rely upon the Commonwealth's warranty in clause 3.6 of the COC in relation to the Due Outs Report.

Note to drafters: The following clause may need to be amended for the introduction of the Defence ERP System, as this will lead to the update/replacement of the ESCM.

- 6.2.6.5** The Contractor:
- a. acknowledges that the delivery date specified on each Demand is determined in accordance with the Australian Standard Materiel Issue and Movement Priority System (AUSMIMPS), as set out in *ESCM Volume 4 Section 5 Chapter 4*; and
 - b. shall process each Demand in a timeframe that would enable the Required Delivery Date to be satisfied when taking into account the period of time for the distribution of the Stock Item through the Defence portion of the supply chain, which is the period of time that:
 - (i) commences when the Contractor delivers the Stock Item to the designated delivery location pursuant to clauses 6.2.6.6 and 6.2.6.7; and
 - (ii) concludes when the Stock Item is received by the unit that submitted the Demand.

- 6.2.6.6** Subject to clause 6.2.6.7, the Contractor shall deliver Stock Items demanded by a person authorised by the Commonwealth Representative to the delivery points defined in Attachment C.

Note to drafters: If Contingency provisions are not required, the following clause should be deleted and replaced with 'Not used'. The phrase at the beginning of the above clause should also be deleted.

- 6.2.6.7** During periods of Contingency, the Contractor shall deliver Stock Items demanded by the Commonwealth Representative to the Freight Distribution Centre that is closest to the

location of the Stock Item, unless otherwise directed by the Commonwealth Representative.

6.2.7 Contractor Supply Management System

Note to drafters: This clause 6.2.7 provides for the management of all Stock Items, both Commonwealth-owned and Contractor-owned. If alternative or additional arrangements are proposed, such as management of Commonwealth-owned Stock Items through MILIS or the Defence ERP System (through DSD-SUP-MILIS), the following clause will need to be amended.

6.2.7.1 The Contractor shall use an Approved Contractor Supply Management System to manage the following types of Items:

- a. Commonwealth-owned Stock Items;
- b. Contractor-owned Stock Items; and
- c. Software.

Note to drafters: The following clause is used to provide the Commonwealth with a level of visibility of Contractor management of Stock. The following clause should be reviewed and amended to ensure that the functionality defined accords with the needs of the Contract.

6.2.7.2 The Contractor shall provide the Commonwealth Representative with the following details from the Approved Contractor Supply Management System with each submission of the Supply Support part of the Combined Services Summary Report, as required under the Contract:

- a. serviceable Stock Items held;
- b. dues in;
- c. Stock Items issued;
- d. Stock Items Demanded;
- e. expenditure on Stock Items, including both purchase and repairs;
- f. Stock Items awaiting repair;
- g. Stock Items in transit;
- h. loans;
- i. delivery details;
- j. Stock Items transferred;
- k. serial Stock Items transferred;
- l. serial tracking;
- m. Stock Items repaired in a reporting period;
- n. shelf life Stock Items; and
- o. Stock Items for disposal.

6.2.8 Obsolescence Management

Note to drafters: If the management of obsolescence is not a requirement of the Contract, the following clauses should be deleted and replaced with a single 'Not used'.

6.2.8.1 The Contractor shall implement an Obsolescence monitoring program, which shall allow it to notify the Commonwealth when:

- a. any Stock Item:
 - (i) becomes difficult to procure;
 - (ii) will commence its final production run; or
 - (iii) is soon to be superseded by a like Item; and
- b. any Non-Stock Item (ie, Software):

- (i) becomes difficult to procure;
- (ii) is subject to an announced end-of support date or is no longer supported; or
- (iii) is soon to be superseded by a like Item.

6.2.8.2 The Contractor shall develop and recommend one or more strategies to deal with any potential Obsolescence of Stock Items and Non-Stock Items, which shall take into account cost, timeframes, effectiveness, efficiency, and Capability implications, and consider the need to:

- a. undertake Life Of Type (LOT) buys of existing Stock Items;
- b. authorise Technical Substitutions for existing Stock Items or Non-Stock Items; or
- c. develop ECPs to redesign or replace existing Stock Items, Non-Stock Items or their parent equipments.

6.2.8.3 Except where otherwise catered for under the Contract (eg, for the development of ECPs), the Contractor shall implement the Approved strategy pursuant to clause 6.2.8.2 as an S&Q Service.

6.2.9 Disposal

Note to drafters: With respect to the following disposal clauses, the drafter's attention is drawn to DEFLOGMAN Part 2 Volume 5 Chapter 10, 'Defence Disposal Policy' and the ESCM, Volume 4 Section 7, 'Disposals'. The following clauses may require amendment to align with the specific disposal processes for the Materiel System.

Drafters should check the currency of the ESCM reference below for changes resulting from the introduction of the Defence ERP System.

Drafters should note that, under ASDEFCON (Strategic Materiel) and ASDEFCON (Complex Materiel), the acquisition contractor is required to develop either a Disposal Plan or a set of Disposal Requirements. Drafters should ensure that this DSD includes appropriate clauses to link the acquisition and support requirements, including maintaining the Disposal Plan.

6.2.9.1 The Contractor shall develop, deliver and update a Disposal Plan in accordance with CDRL Line Number SUP-300.

6.2.9.2 When Commonwealth-owned Stock Items need to be considered for disposal, the Contractor shall provide a disposal recommendation to the Commonwealth Representative, which accords with the Approved Disposal Plan, or if not addressed in the Approved Disposal Plan, the disposal directive issued by the designated logistics manager and the unit disposal requirements of the ESCM Volume 4 Section 7 Chapter 1.

6.2.9.3 The Commonwealth Representative may request the Contractor to administer the disposal of Stock Items where the Commonwealth Representative has agreed with the Contractor's disposal recommendation.

6.2.9.4 Subject to clause 3.9 of the COC, the Contractor shall implement the Approved disposal recommendation pursuant to clause 6.2.9.3 as an S&Q Service.

6.2.9.5 The Contractor shall inspect Commonwealth-owned Stock Items, which have been sentenced for disposal, to see whether any of the Stock Items can be disassembled and any parts be used in a recycling / reuse program.

Note to drafters: Select the applicable disposal record in the following clause. If DSD-SUP-MILIS is included in the draft Contract and the Contractor is to have a Disposal Supply Customer Account select the MILIS option, otherwise select the independent disposal register. If the Contractor has access to the MILIS disposal records, then the second sentence may be deleted. When applicable, replace the following reference to MILIS with a reference to the function in the Defence ERP System applicable to disposal management.

6.2.9.6 The Contractor shall [... maintain a disposal register / update MILIS disposal records ...], to record the details of all Commonwealth-owned Stock Items (excluding Non-RIs) for which the administration of the disposal has been conducted by the Contractor. The Contractor shall provide the Commonwealth Representative with access to the disposal register promptly upon request.

6.2.10 Support System Supportability Analysis

Note to drafters: Amend the list of Supportability analysis activities in the following clause to meet the particular support requirements. If there are no proposed Supportability analysis activities, delete the following clauses and replace with a single 'Not used'.

- 6.2.10.1** The Contractor shall conduct monitoring and analysis of the following elements of the Support System for each of the Stock Items listed at Annex A to the SOW:
- a. for RIs, TAT; and
 - b. for Non-RIs, delivery lead times and Stock Item outages at the Contractor's in-country Warehouse(s).
- 6.2.10.2** The Contractor shall notify the Commonwealth Representative of any issues or risks identified pursuant to clause 6.2.10.1, along with the Contractor's recommendation for addressing the issues and risks.
- 6.2.10.3** The Contractor shall implement the Approved recommendation under clause 6.2.10.2:
- a. within the Recurring Services Fee, for those issues or risks that are provided for elsewhere in the Contract;
 - b. as an S&Q Service, for those issues or risks that are not provided for elsewhere in the Contract and in the opinion of the Commonwealth Representative were beyond the reasonable control of the Contractor; or
 - c. at no additional cost to the Commonwealth for any issues or risks that are not covered by subclause a or b above.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-SUP-W&D
(WAREHOUSING AND DISTRIBUTION SERVICES)Status: Optional

This DSD is mandatory for contracts where Warehousing and/or Distribution Services are required to be delivered to the Commonwealth (ie, the DSD is not required simply because the Contractor will require a warehouse or for internal distribution). This DSD may not be needed under a limited number of contracts that only require Stock Assessment, Codification and Cataloguing, or procurement services with no Contractor storage and distribution requirement (eg, where the Contractor is only required to deliver orders directly to the Defence Warehousing and Distribution (DW&D) contract delivery point).

The Defence Enterprise Resource Planning (ERP) System will replace Defence information systems over a number of years, with functions that have been performed using the Military Integrated Logistics Information System (MILIS) being replaced by 'Supply Chain Management' functions within ERP. For further information, refer to the Defence ERP Program websites.

Once details for the introduction of the relevant Defence ERP System functions are known, this DSD, and documents referenced by it, will require update.

Purpose: Refer to the 'Description and Intended Use', clause 3.Policy: ESCM Volume 8, Warehousing and Distribution.Guidance: Depending on the type of services to be provided in this DSD, drafters will need to select the clauses in this DSD that best suit their requirements. The clauses are provided for guidance and are likely to require further tailoring as they are generic in nature.

Depending on the implementation schedule for the Defence ERP System and an individual tender, this DSD may need to be updated before tender release, before ED, and/or during any resultant Contract. Changes may be required in reference to the Electronic Supply Chain Manual (ESCM) (clause 5), and any references to the ESCM processes added by the drafter.

Drafters should note that, as set out in ESCM Volume 8 Section 3 Chapter 1 the DW&D contract is the 'prime contract for commercial, domestic distribution for the ADF' and its use is 'strongly encouraged'. Notwithstanding, it may not always be appropriate or cost-effective to utilise the DW&D contract, depending upon the specific requirements of the proposed Contract. For example, it may not be appropriate for the DW&D contractor to be 'artificially' inserted into the Contractor's processes because of the impact on the Contract boundaries (ie, interfaces with other parties) and the associated Key Performance Indicators (KPIs).

Further guidance on this DSD, including any interactions with the DW&D contract, can be obtained from the Directorate of Warehousing and Distribution (DWD) in Joint Logistics Command (JLC).

Related Clauses/ Documents: NoneOptional Clauses: None**6.2.2 General Warehousing Services**Status: OptionalPolicy: ESCM Volume 8, Warehousing and DistributionDEFLOGMAN Part 2 Volume 5 Chapter 24, *Defence Volumetric Data Policy*Guidance: This clause addresses generic Warehousing Services, while clause 6.2.3 addresses any special storage conditions for particular types of Products. If these Services are

required (ie, the Contract is not limited to 'Specific Warehousing Services'), then this clause should be included; otherwise, the clauses under clause 6.2.2 may be deleted and replaced with a single 'Not used'.

The scope of Warehousing Services, particularly when provided at Commonwealth Premises (ie, in GFF), may depend on the use of the DW&D contract for other warehousing services, which in turn, may also need to be provided to the Contractor as GFS (in Attachment E).

Where Warehousing Services are to be provided, drafters must select from the optional clauses for warehousing from Contractor-provided facilities close to Commonwealth Premises (Option A), and Commonwealth Premises (ie, GFF) (Option B). Drafters may change the driving time identified in Option A and, if applicable, should consider the impact of traffic conditions throughout the day (eg, 'peak hour').

Drafters must consider the required times and days of operation for the Warehouse / store and include these in clause 6.2.2.4 where indicated. Clause 6.2.2.5 may be included when an after-hours call-out Service, for issues from the Warehouse, is required. If a call-out Service is only required during a period of Surge, drafters should modify clause 6.2.2.5 accordingly. For example, precede the existing clause with 'During a period of Surge, when notified by the Commonwealth Representative in writing, [...]'.

To improve the quality of costing information in tender responses, drafters should seek to obtain and provide volumetric information to support the RFT. Volumetric information may be obtained from MILIS (or the replacement of this function in the Defence ERP System) or CENCAT (or its replacement) as described in the policy above. When linked to a Contract (Acquisition), volumetric information may become available during that contract through the delivery of Logistic Support Analysis Record data and/or Codification Data.

Related Clauses/ Documents:

Clause 6.2.3, Specific Warehousing Services
 DID-SUP-SSP or DID-SSM-SSMP, as applicable
 DSD-SUP-SERV, Routine Supply Services

Optional Clauses: None

6.2.3 Specific Warehousing Services

Status: Optional

Policy: ESCM Volume 8, Warehousing and Distribution
 DEFLOGMAN Part 2 Volume 5 Chapter 24, *Defence Volumetric Data Policy*

Guidance: This clause is only applied when the Commonwealth needs to define specific Warehousing Services, including any special storage conditions required.

Examples of the types of specific Warehousing Services that may be required in a DSD are provided below:

- [...INSERT VOLUME...] cubic metres for dry provisions with a shelf life of [...INSERT PERIOD...].
- Inflammable Stores – [...INSERT QUALITY...] The Contractor shall store at [...INSERT LOCATION...] [...INSERT VOLUME...] litres of AVGAS and [...INSERT VOLUME...] litres of diesel fuel.
- ammunition (magazines) – bunker storage as laid down in Ordnance Instruction [...INSERT RELEVANT INSTRUCTION...].
- Inflammable stores, paints etc.
- diving stores.

- cool rooms (compartments) for perishable goods- [...INSERT MEASURE...] cubic metres temperature controlled from to [...INSERT TEMPERATURE...] degrees Celsius.

Related Clauses/ Documents:

DID-SUP-SSP or DID-SSM-SSMP, as applicable

DSD-SUP-SERV, Routine Supply Services

Optional Clauses: None

6.2.4 Long-term Storage

Status: Optional

Policy: Nil

Guidance: This clause addresses long-term storage, in addition to the Warehousing Service, where the storage of items requires special procedures to prepare for, and recover from, long-term storage (eg, special packaging procedures and draining of fuels and oils, etc). This would normally only apply to specific items of Reserve Stock. If not required, the clauses under heading clause 6.2.4 may be deleted and replaced with a single 'Not used'.

When applicable, drafters may need to prepare a new Annex to the SOW to identify the applicable items for which long-term storage is required, including any applicable conditions. Reference to this annex will also need to be inserted into the clause. Alternatively, these items and conditions could be inserted directly into this clause 6.2.4.

Where the preparation and recovery of all items for long-term storage is addressed in a single manual, this manual should be identified in clause 6.2.4.1, as indicated. If different manuals address the preparation and recovery of different items, it may be easier to list these manuals within the new annex and insert 'in accordance with the applicable references identified in Annex [...]' into clause 6.2.4.1.

Related Clauses/ Documents:

DID-SUP-SSP

Optional Clauses: None

6.2.5 Distribution Services

Status: Optional

Policy: Nil

Guidance: This clause addresses generic Distribution Services, with clause 6.2.6 addressing special Distribution Services. If there are Distribution Services required that are of a general nature, and the use of DW&D contract is not suitable, then this clause should be included; otherwise, the clauses under heading clause 6.2.5 may be deleted and replaced with a single 'Not used'.

The use of the DW&D contract, for distribution, may still be used by the Contractor to deliver some items to Defence users even when other items will be delivered directly by the Contractor (eg, depending on priority of demand, Contract KPIs and other factors). If the Contractor is to use DW&D contract, it must be included as a GFS in Attachment E.

Where Distribution Services are to be provided, drafters must insert the applicable details for locations, third party delivery/collection points (if applicable), and required collection times, as indicated. Note that it may not be necessary to include collection times if the Services are measured by an appropriate KPI (eg, for the total turn-around time of items to be repaired). Consideration should be given to any higher level of Services that may be required during periods of Surge.

Related Clauses/ Documents:

DID-SUP-SSP

Optional Clauses: None

6.2.6 Special Distribution Services

Status: Optional

Policy: TBD

Guidance: This clause is only applied when the Commonwealth needs to define specific Distribution Services.

Examples of the types of specific Distribution Services that may be required in a DSD may include specific provisions in relation to the distribution of:

- flammable stores;
- ammunition (magazines) and/or Explosive Ordnance; and
- particular types of Hazardous Chemicals.

Related Clauses/ Documents:

DID-SUP-SSP or DID-SSM-SSMP, as applicable

DSD-SUP-SERV, Routine Supply Services

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER:** DSD-SUP-W&D-V5.2

2. **TITLE:** WAREHOUSING AND DISTRIBUTION SERVICES

3. **DESCRIPTION AND INTENDED USE**

3.1 This DSD describes the Warehousing and Distribution Services, which are provided by the Contractor on behalf of the Commonwealth, for the following types of Items, as applicable:

- a. Commonwealth-owned Stock Items;
- b. Contractor-owned Stock Items; and
- c. Software that is not managed as a Stock Item.

Note to drafters: Edit the following clause depending upon the tailoring of clause 6.

3.2 This DSD is applicable where the Contractor is required to provide:

- a. Warehousing Services on or near Commonwealth Premises, which directly interact with the end-users of the Items;
- b. Warehousing Services on behalf of Defence for specific Items, such as flammable stores and Explosive Ordnance (EO);
- c. Distribution Services on behalf of Defence for delivery to, and pickup from, third parties;
- d. Distribution Services on Commonwealth Premises, which involve delivery to, and pickup from, the end-users of the Items; or
- e. some combination of the Services defined in sub-clauses a to d of this clause.

3.3 This DSD is not applicable:

- a. to those Items consumed internally by the Contractor in the course of providing Services that are specified elsewhere in the Contract;
- b. to internal Warehousing and Distribution activities undertaken by the Contractor as part of meeting the other Service requirements of the Contract; or
- c. if the Contractor is performing a combination of the activities listed in sub-clauses a and b of this clause.

4. **INTER-RELATIONSHIPS**

4.1 This DSD forms part of the SOW.

4.2 This DSD must be applied in conjunction with the Supply Services defined in the Supply Support requirements of the SOW and associated DSDs.

5. **APPLICABLE DOCUMENTS**

5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to Warehousing and Distribution Services). Do not include reference to a Defence policy unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract. Reference to the ESCM may require update with the introduction of the Defence ERP System.

ESCM	DEFLOGMAN Part 3, <i>Electronic Supply Chain Manual</i>
AAP 8000.011	Defence Aviation Safety Regulations (DASR)
ANP 3411.0101	Naval Materiel Assurance Publication
LMSM	Land Materiel Safety Manual

eDEOP 101

Department of Defence Explosives Regulations

6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope of DSD

Note to drafters: Amend the following list to ensure that the exact scope of the DSD is clear. For example, if Software is considered to be a Stock Item, the reference to 'Software' should be deleted. Additionally, if Contractor-owned Stock Item is not a requirement of this Contract, then delete the applicable sub-clause.

6.1.1.1 The Contractor shall provide Warehousing and Distribution Services, as described in this DSD, for the following types of Items that are in the care, custody and control of the Contractor:

- a. Commonwealth-owned Stock Items listed in Annex A to the SOW;
- b. Contractor-owned Stock Items listed in Annex A to the SOW; and
- c. Software listed in Annex A to the SOW.

6.2 Services

6.2.1 General

Note to drafters: If only a portion of the Applicable Documents listed in clause 5 are applicable, then the following clause would need to be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

6.2.1.1 The Contractor shall provide Warehousing and Distribution Services in accordance with the applicable documents listed in clause 5 of this DSD.

6.2.2 General Warehousing Services

Note to drafters: The following clause may require amendment to define the specific location for the Contractor's Warehouse. The intent of the words 'within 15 minutes driving distance' is to accurately define 'near', which has no definitive meaning contractually. Drafters should ensure that any amendment to the following clause specifies the Commonwealth's requirement in such a way that there is no ambiguity.

Option A: Include the following clause if the Contractor is required to provide the Warehouse.

6.2.2.1 The Contractor shall provide a Warehouse within 15 minutes driving distance from [...INSERT DETAILS OF SPECIFIC COMMONWEALTH PREMISES...], with the capacity to store the types of Items listed in clause 6.1.1.1 in sufficient quantities to satisfy Performance Measures, while meeting the other requirements of the Contract.

Option B: Include the following clauses, amended as required, if the Commonwealth will be providing the Warehouse(s) and associated equipment (eg, materials handling equipment).

6.2.2.2 As identified in Attachment E, the Commonwealth will provide a number of government-furnished Items to the Contractor for the purposes of providing Warehousing and Distribution Services, including [...INSERT DETAILS OF GFF (EG, FACILITIES NUMBERS)...] as Government Furnished Facilities (GFF) and certain items of Government Furnished Equipment (GFE).

6.2.2.3 The Contractor shall provide all equipment and materials required to undertake the work defined in this DSD within the Recurring Services Fee, with the exception of the GFE detailed in Attachment E.

6.2.2.4 The Contractor shall ensure the Warehouse is open for operation (ie, able to issue and take in stores) from [...INSERT TIME...] to [...INSERT TIME...] daily, [...DRAFTER TO INSERT DETAILS OF DAYS PER WEEK, WEEKS PER YEAR, WEEKS/ DAYS NOT REQUIRED, EG, EXCEPT FOR PUBLIC HOLIDAYS...].

6.2.2.5 The Contractor shall ensure that outside of the standard times for operation, as defined in clause 6.2.2.4, Contractor staff shall be able to be notified about requisitions for, and then issue, the required Items within [...INSERT TIMEFRAME (HOURS)...] of the requisition.

Note to drafters: Remove the words 'subject to the provisions of clause 3.7 of the COC' if the Warehouses are not being provided as GFF.

6.2.2.6 The Contractor may, subject to the provisions of clause 3.7 of the COC, use the Warehouse to store other Stock Items, which are not the subject of this Contract, provided that the requirements of this Contract are not affected.

6.2.3 Specific Warehousing Services

Note to drafters: See guidance in this DSD for examples of specific Warehousing Services. If the clause is not required, then delete the draft sub-clauses and mark as 'Not used'.

6.2.3.1 The Contractor shall provide Warehousing Services for [...DRAFTER TO INSERT CLAUSE(S) DEFINING SPECIFIC WAREHOUSING SERVICES...].

6.2.3.2 Notwithstanding the specific nature of these Warehousing Services, the Contractor shall provide the Commonwealth Representative with the same level of access to stored Stock Items as for the general Warehousing Services defined in clause 6.2.2, unless explicitly defined otherwise by the Commonwealth Representative.

6.2.4 Long-term Storage

Note to drafters: There may be a requirement for the Contractor to provide long-term storage and preservation of military equipment. If the clause is not required, then delete the draft sub-clauses and mark as 'Not used'.

6.2.4.1 The Contractor shall prepare equipment for preservation in storage, recover it from storage when required, and then make it ready for use in accordance with [...INSERT APPLICABLE SUPPLY SUPPORT/ STORAGE MANUAL...].

6.2.4.2 The Contractor shall place the Items listed in Annex [...INSERT APPLICABLE ANNEX REFERENCE, DRAFTER TO DEVELOP ANNEX...] to the SOW in long-term storage, for the expected periods as listed in that annex.

6.2.4.3 If requested by the Commonwealth Representative, the Contractor shall recover equipment from storage, for use, within the periods defined in Annex [...INSERT ANNEX REFERENCE...] to the SOW.

6.2.5 Distribution Services

6.2.5.1 The Contractor shall provide the following Distribution Services for the types of Items listed in clause 6.1.1.1:

- a. pickup from, and delivery to, [...INSERT LOCATIONS (EG, END-USER UNIT)...] for those Items that are either issued by or demanded by the Commonwealth;
- b. pickup from, and delivery to, [...INSERT LOCATIONS (EG, THIRD PARTY)...] for those Items that are required by [...INSERT NAME OF THIRD PARTY...] to meet its contractual requirements; or
- c. [...INSERT ADDITION DISTRIBUTION SERVICES...].

6.2.5.2 The Commonwealth Representative shall notify the Contractor when Stock Items (eg, Items requiring Maintenance) are available for collection from the Commonwealth. Upon notification from the Commonwealth Representative, the Contractor shall collect the Stock Items within [...INSERT DAYS OR NORMAL BUSINESS/WORK HOURS...].

6.2.5.3 The Contractor shall select the most cost-effective mode for the transport of Stock Items, taking into consideration the priority of the demand.

6.2.6 Special Distribution Services

Note to drafters: Insert any special Distribution Services or conditions with which the Contractor will be required to comply. This does not need to incorporate legislation because these requirements are covered through clauses 12.2 and 12.4 of the COC. Packaging requirements are also covered through clause 9.5 of the SOW.

6.2.6.1 [...DRAFTER TO INSERT...]

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)**SECTION 1: GUIDANCE FOR DSD-TNG-DEL****(TRAINING DELIVERY SERVICES)**

<u>Status:</u>	Optional (must be included when delivery of Training courses is required).
<u>Purpose:</u>	Refer to Description and Intended Use
<u>Policy:</u>	Defence Learning Manual (DLM) Refer to applicable single service Training manuals
<u>Guidance:</u>	This DSD is directed at Training course delivery and related support activities such as assessments. It does not address the maintenance and update of Training courses (refer DSD-TNG-TMS) or the provision of Training-related management Services (refer DSD-TNG-MGT). This DSD may include the delivery of both Commonwealth-sponsored Training and Contractor-sponsored Training (refer to the Glossary for definitions).

Related Clauses/Documents:

DSD-TNG-MGT for overall Training Services management

Optional Clauses: None

3. DESCRIPTION AND INTENDED USE

<u>Status:</u>	Core
<u>Purpose:</u>	To explain the purpose of this DSD for Training delivery.
<u>Policy:</u>	Nil
<u>Guidance:</u>	Services provided in accordance with DSDs are generally related to supporting the Products listed in SOW Annex A; however, Training that does not develop skills used to support or simply operate the Products may also be requested, such as: <ul style="list-style-type: none"> a. operator mission / tactical Training; or b. where the Mission System is actually Training Equipment (eg, a simulator) used to train operators of a system that is external to the Contract.

Often this type of Training is provided by Defence, but in some cases the Contractor may be required to provide, or participate in providing, such courses. In these cases the purpose of Training is not related to the Products themselves, and the description and intended use clause should be modified to identify the range of Training required (eg, '... the delivery of Training to Defence operators of 'X' system and to Defence Personnel as part of the support of the Products ...').

Related Clauses/Documents: None

Optional Clauses: None

5. APPLICABLE DOCUMENTS

<u>Status:</u>	Core
<u>Purpose:</u>	To identify documents applicable to the delivery of Training courses.
<u>Policy:</u>	DLM
<u>Guidance:</u>	Edit the listing of the applicable documents to suit the application of this Service. The documents listed, by default, include the documents for each service environment applicable to the delivery of Training. Other relevant documents should also be added, but drafters must not include references to Defence policy (eg, the DLM) unless the policy explicitly states that it is applicable to contractors, because

these are open to interpretation and their applicability is usually limited to Defence Personnel.

The SADL addresses the Defence-wide approach to learning; however, if the Services include Training accredited within the national register of Vocational Education and Training (VET), it is appropriate to retain the VET Quality Framework as a reference. Drafters should consult the relevant service Training authorities to determine the need for reference to single service Training manuals.

Drafters should note that the references identified in this clause are only applicable to the extent specified in the DSD. Clause 6.2.1.1 pulls these applicable documents into the DSD, and either the applicable documents list or clause 6.2.1.1 would need to be modified if only a portion of the applicable documents are relevant to the required Training Services.

Related Clauses/Documents: None

Optional Clauses: None

6.1.1 Scope of DSD

Status: Core

Purpose: To identify the Training courses to be provided as part of the scope of Services.

Policy: Nil

Guidance: Clause 6.1.1 lists the Training courses to be delivered and/or assessed as part of the Services described in this DSD. Essentially this is a summary, or contents list, of the Training courses that are detailed under clause 6.2.2.

The list may refer to courses (or modules) by name and a unique identifier code. The list should include all Training delivery and assessment activities (ie, including those where the Contractor acts as an independent assessor for Training that is provided by Defence or another contractor).

The clause divides the required Training into Commonwealth-sponsored Training and Contractor-sponsored Training; however, if both types are not required, the clause should be modified accordingly.

Related Clauses/Documents:

All other clauses in this DSD

Optional Clauses: None

6.2.1 General

Status: Core

Purpose: To require the Contractor to manage the delivery of Training courses in accordance with the Approved governing plan (ie, the TSP or SSMP).

Policy: Nil

Guidance: Drafters need to insert the governing plan into clause 6.2.1. This should be the same plan included in clause 8.1 of the draft SOW.

Where only sections of the Training manuals listed under clause 5 are applicable, this clause should be amended such that the applicable sections can be identified. Note that the SADL, which provides generic direction to the development and conduct of Training, is included under clause 5.

Related Clauses/Documents:

Draft SOW clause 8.1, Training Support Management Planning

DID-TNG-TSP

DID-SSM-SSMP

Optional Clauses: None

6.2.2 Training Course Details

<u>Status:</u>	Core
<u>Purpose:</u>	To define the requirements for each Training course to be delivered.
<u>Policy:</u>	TBD
<u>Guidance:</u>	Drafters need to copy the table provided under the draft clause 6.2.2.1 for each additional Training course to be delivered under the Contract. The table details should then be completed for each course. If the Training Service to be delivered for a particular course only includes the assessment module(s), then only the relevant rows of the table should be completed.

If suitable reference sources for course requirements exist external to the SOW, drafters may include those references within the table. If all suitable references are included in a consolidated document, drafters may replace the table with the applicable reference and add the referenced document to the 'Applicable Documents' list.

The following paragraphs provide a brief description of the details to be entered into the table:

Course Name and Identifier: The full title of the course or individual Training module. The identifier may be a simple abbreviation or reference to an official Defence abbreviation used in personnel management systems. If the course/module is recognised under the Australian Quality Training Framework, the course identifier code or unit of competency code should be inserted.

Panelling Authority: This section identifies the organisation responsible for panelling students to attend each instance of the Training course. If individuals will nominate themselves for Training courses, it is often appropriate for the Contractor to panel students. Where the Training is part of a broader program managed by Defence, it is usually a requirement for Defence to panel the students for each course. Option A or B should be chosen accordingly (ie, delete the option not required) and the period between panelling and course start must be inserted.

Course Duration: For attendance courses, this section will identify the number of days. For other forms of Training delivery (eg, on-line Training or attendance plus assignment work), drafters will need to explain the additional parameters (eg, 'five days attendance with assignments to be submitted for assessment after two months' or for on-line units 'to be completed by each participant in less than two months').

Course Frequency: This section identifies the number of times per year that each Training course needs to be provided. The intent of this section, in combination with other sections in the table, is to ensure that the scope of work is clearly set out so that the Contractor can best work out how to satisfy the Commonwealth's requirements. As such, additional information may need to be provided to ensure that the scope is clear (eg, with respect to whether or not the courses will be evenly spread out over each Contract year, whether they will be run end-to-end, or whether they will be randomly required with no more than one in any month and no more than five courses per year). Where the Training courses are to be delivered in accordance with the Training schedule provided under clause 6.2.3, this section should cross-refer to this schedule and should set out any constraints and/or requirements that need to be incorporated into the schedule. This section can also be used when a course is only required for a portion of the Term (eg, for the first two years of the Contract), which may be required if Defence will take over Training delivery at some point in the Term. If courses are run continuously or, for other reasons, this section is not applicable, then drafters should simply insert 'Not Applicable'. If courses are provided 'on demand' (eg, for some fully on-line Training), then an entry of 'On demand' may be sufficient; noting that the 'number of Students' (per year) would provide an indication of the level of effort.

Number of Students: Drafters may insert a single number or the minimum and maximum participant numbers, depending on the needs of the course.

Learning Management Package (LMP) Reference: This section should identify the applicable LMP for the Training course, if one exists. This could be either a Defence LMP or a VET training package.

Delivery Standard: This section may include a narrative such as 'in accordance with adult learning principles', or it may specifically refer to units of competency within a LMP / or VET training package by name and unit identifier.

Venue: Drafters should select the appropriate option; 'A' for Contractor-provided venues, 'B' for Commonwealth-provided venues or 'C' for virtual (on-line) delivery (ie, delete the options not required). If both Defence and the Contractor will provide venues for courses held in different regions, then include both options. Drafters may wish to expand Option A to identify proximity to a Defence location by adding 'within 25 kilometres or 30 minutes' drive from X Defence facility', or to identify multiple locations, if necessary. If Defence will provide venues on an on-going basis, drafters may need to consider requirements for GFF. If virtual delivery is applicable, the system may be specified or "a system determined by the Contractor and Approved by the Commonwealth". Applicable procedures should be identified (may be provided as GFI), even if simple access controls and security management requirements are to be specified for public video-conferencing systems.

Training Equipment and Training Materials: In general, the Contractor is expected to provide all Training Materials with the exception of those provided by the Commonwealth (refer SOW clause 9.4) and listed in this table. For example, the Commonwealth may provide Defence-controlled technical manuals while the Contractor provides all student workbooks, other equipment and materials. If the Commonwealth will provide Training Equipment for which the Contractor will take long-term control, drafters need to include this equipment and its Technical Data in Attachment E as GFE/GFD/GFI (this does not need to apply to basic items (eg, projectors) at Defence venues that are only used for the duration of a course).

Assessment: If the course or Training module is a recognised VET course and the Contractor is a Registered Training Organisation (RTO), then the assessment details should refer to an approved assessment process, such as 'in accordance with the RTO's Assessment Plan and the AAAXXX unit of competency'. In other cases, drafters will need to describe or refer to an applicable reference document for the assessment. If the assessment is to be undertaken by a third party or Defence agency, then this should be identified for clarity. If there is no formal assessment, insert 'Not Applicable' into the table.

If drafters are not experts in the management and delivery of these Training courses, advice should be sought from a subject matter expert and the applicable Defence Training agency.

Related Clauses/Documents:

Attachment E, Government Furnished Material and Government Furnished Services
Attachment O, Government Furnished Facilities Licence
DSD-TNG-MGT, in relation to Training Management and Training Personnel

Optional Clauses: None

6.2.3 Training Delivery

Status: Core

Purpose: To require the Contractor to follow a schedule for the delivery of Training courses.

Policy: Nil

Guidance: The clause requires the Contractor to follow an agreed Training schedule for the delivery of courses. The initial schedule (pre-tender) should be prepared by Defence, based on Defence's need for the Training courses listed in this DSD. Thereafter, the Contractor is required to maintain a schedule as part of the management services in DSD-TNG-MGT.

Related Clauses/Documents:

Clause 6.2.1 of DSD-TNG-MGT, for scheduling of Training Services

DID-TNG-TSP

DID-SSM-SSMP

Optional Clauses: None

6.2.4 Course Joining Instructions

Status: Optional

Purpose: To require the Contractor to prepare and distribute course joining instructions to each course participant.

Policy: Nil

Guidance: This optional clause is not required if Defence will prepare and distribute joining instructions to participants for all courses. If not required, drafters are to replace the clause with 'Not used'. If the clause is required, drafters are to insert the number of weeks prior to the course when joining instructions must be distributed.

If the Contractor is to provide joining instructions, the minimum information required is to be listed under clause 6.2.4.2. Drafters should amend this list for additional requirements, as appropriate (eg, car parking at Contractor-provided venues).

Related Clauses/Documents:

Clause 6.2.2, the 'Joining Instructions' section of the table for each Training course

Optional Clauses: None

6.2.5 Commonwealth Training Venues

Status: Optional

Purpose: To require the Contractor to set-up Commonwealth-provided Training venues and return them to their pre-Training condition after the Training course.

Policy: Nil

Guidance: This clause is only applicable if the Commonwealth will be providing venues (either directly or by arrangement with a third party) for Training on a course-by-course basis; the clause does not apply to GFF.

The clause requires, and holds the Contractor responsible for, the pre-course set-up and post-course return of the venue to its pre-course configuration and condition. This is particularly important for shared, multi-use or third-party venues. The clause allows for some change, based on Commonwealth agreement (eg, if the Commonwealth wishes to conduct another Training course in that venue immediately after the Contractor-delivered Training).

If clause 6.2.2 (ie, the 'Venue' section in any course table), identifies that the Commonwealth is to provide the Training venue, and the venue is not GFF, then this clause should be included. Otherwise it may be replaced with 'Not used'.

Related Clauses/Documents:

Clause 6.2.2, the 'Venue' section of the table for each Training course

Optional Clauses: None

6.2.6 Training Equipment

Status: Core

Purpose: To clarify that the Contractor is responsible for the set-up and appropriate use of Training Equipment.

Policy: Nil

Guidance: This clause makes it clear that the Contractor is responsible for the set-up and operation of Training Equipment. The two clauses cover Commonwealth-provided and Contractor-provided Training Equipment.

If there will be no Commonwealth-provided Training Equipment, then the first of the two clauses may be deleted. If there are no Commonwealth-provided venues, then the second of the two clauses may be deleted. If both clauses are not required, they may be replaced with a single clause stating 'Not used'.

The Training Equipment required for each course is listed in the table under clause 6.2.2, Training Course Details. Provision and maintenance of Training Equipment is covered by clause 9.4 of the draft SOW, while Attachment E must list Commonwealth Training Equipment provided as GFE. Drafters need to ensure these different parts of the Contract are consistent.

Related Clauses/Documents:

Clause 6.2.2, the 'Training Equipment and Training Materials' section of the table for each Training course

Draft SOW clause 9.4, Training Equipment

Attachment E, Government Furnished Material and Government Furnished Services

Optional Clauses: None

6.2.7 Training Materials

Status: Core

Purpose: To require the Contractor to provide all Training Materials for the delivery of Training courses, unless otherwise specified.

Policy: Nil

Guidance: This clause obligates the Contractor to provide Training Materials, including student notes and consumables (eg, writing pads) for each course, unless the Commonwealth has been specifically identified as providing some Training Materials. If the Commonwealth is to provide Training Materials, these must be listed in the 'Training Equipment and Training Materials' section of the table(s) under clause 6.2.2. There is no need to tailor this clause, only the table under clause 6.2.2.

Related Clauses/Documents:

Clause 6.2.2, the 'Training Equipment and Training Materials' section of the table for each Training course

Optional Clauses: None

6.2.8 Assessment

Status: Optional

Purpose: To require the Contractor to undertake assessments of participants undertaking Training.

Policy: Nil

Guidance: This clause is optional and not required if the Contractor will not conduct assessments (as listed in the tables under Clause 6.2.2), either because there are no formal assessments or because assessments will be undertaken by Defence or third party. If not required, replace the sub-clauses with a single 'Not used'.

Where assessments are required, drafters need to identify if the assessment details are included in the LMPs or other documentation.

Following the completion of an assessment program (noting that assessments may not conclude until sometime after Training delivery), the Contractor must provide the results to the Commonwealth, via the Training information system (refer DSD-TNG-MGT) or by notifying a Commonwealth Training manager (ie, via email), and the appropriate certificate or other record to each student. The delivery of certificates, or other, to students is worded in such a way that different students may receive different certificates / records at the completion of the same course (eg, because some select to undertake an optional assessment but others do not). Timeframes in these clauses may be amended to suit requirements.

Related Clauses/Documents:

Clause 6.2.2, the 'Assessment' section of the table for each Training course
 DSD-TNG-MGT, for Training management and Training information system requirements

Optional Clauses: None

6.2.9 Post-Training Reporting

Status: Optional

Purpose: To require the Contractor to report on the outcomes from each Training course delivered.

Policy: Nil

Guidance: This clause requires the Contractor to provide a post-Training report for each Training course. The reporting requirements refer to clause 8.2 of the draft SOW, Training Support Reporting, which, via the CDRL, refers to the Training portion of the Combined Services Summary Report (CSSR). Accordingly, the details to be reported for a single course should address the same reporting requirements as the Training portion of the CSSR (ie, details of the course conducted, number of students that attended, etc).

If the Commonwealth does not need individual course reports, but can rely on the CSSR (delivered in accordance with the SOW and CDRL) and Training information system, this clause would not be required and sub-clauses can be replaced with 'Not used'. Note that the results for each individual participant must still be provided in accordance with clause 6.2.8.

Related Clauses/Documents:

Draft SOW clause 8.2, Training Support Reporting

DID-SSM-CSSR, requirements for the Combined Services Support Report

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER:** DSD-TNG-DEL-V5.2
2. **TITLE:** TRAINING DELIVERY SERVICES
3. **DESCRIPTION AND INTENDED USE**

Note to drafters: The following clause may need to be amended if the Training courses to be delivered are not linked to the Products identified at Annex A to the SOW.

- 3.1 This DSD defines the Commonwealth's requirements for the delivery of Training to Defence Personnel as a part of the support of the Products identified at Annex A to the SOW. This Training may include both Commonwealth-sponsored Training and Contractor-sponsored Training.

4. **INTER-RELATIONSHIPS**

- 4.1 This DSD forms part of the SOW and inter-relates with the requirements of DSD-TNG-MGT.
- 4.2 This DSD must be applied in conjunction with Training Services defined in the Training Support requirements of the SOW and the other associated DSDs.

5. **APPLICABLE DOCUMENTS**

- 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include relevant references for the Training delivery Services). Do not include reference to Defence policy (eg, DI(G) PERS) unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract.

SADL	Systems Approach to Defence Learning Vocational Education and Training (VET) Quality Framework
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6. **SERVICE DESCRIPTION**

- 6.1 **Introduction**

- 6.1.1 **Scope of DSD**

Note to drafters: Provide a brief overview of the scope of the Training delivery Services.

- 6.1.1.1 The Contractor shall provide Training delivery Services, as described in this DSD, for the following Training courses:

- a. Commonwealth-sponsored Training, namely:
 - (i) [...INSERT COURSE NAME AND IDENTIFIER...]; and
 - (ii) [...INSERT COURSE NAME AND IDENTIFIER...]; and
- b. Contractor-sponsored Training, namely:
 - (i) [...INSERT COURSE NAME AND IDENTIFIER...]; and
 - (ii) [...INSERT COURSE NAME AND IDENTIFIER...].

- 6.2 **Services**

- 6.2.1 **General**

Note to drafters: If only a portion of the Applicable Documents listed in clause 5 are applicable, then the following clause should be modified to ensure that only the applicable portion of each document is mandated on the Contractor. See also the guidance section of this DSD. Drafters

also need to select the appropriate governing plan for Training Support, as defined in clause 8.1 of the draft SOW.

6.2.1.1 The Contractor shall provide Training delivery Services in accordance with the applicable documents listed in clause 5 of this DSD, as tailored by the Approved [...INSERT 'TSP' OR 'SSMP'...].

6.2.2 Training Course Details

6.2.2.1 The Contractor shall deliver each of the Training courses identified at clause 6.1.1.1 in accordance with the details in the associated table for that course.

Note to drafters: Copy the following table for each Training course required, and fill in the appropriate details or refer out to where those details are already documented.

Course Name	[...INSERT COURSE NAME (AND IDENTIFIER)...
Panelling Authority	<p>Note to drafters: Option A will require the Contractor to be given approval for direct liaison with Defence agencies.</p> <p>Option A: For when the Contractor is to panel participants:</p> <p>The Contractor shall panel all students for each course to be conducted and provide a copy of the panel to the Commonwealth Representative [...INSERT NUMBER OF WEEKS...] weeks prior to each commencing.</p> <p>Option B: For when the Commonwealth is to panel participants and provide the information to the Contractor:</p> <p>The Commonwealth shall panel all students for each course to be conducted and provide a copy of the panel to the Contractor [...INSERT NUMBER OF WEEKS...] weeks prior to each course commencing.</p>
Course Duration	[...INSERT NUMBER OF DAYS...] days
Course Frequency	<p>Note to drafters: Refer to guidance for explanation.</p> <p>[...INSERT NUMBER OF TIMES...] courses per year</p>
Number of Students	[...INSERT NUMBER OF STUDENTS...] students per course
Learning Management Package (LMP)	<p>Note to drafters: Refer to guidance for explanation.</p> <p>[...INSERT APPLICABLE LMP REFERENCE...]</p>
Delivery Standard	<p>Note to drafters: refer to guidance for explanation.</p> <p>[...INSERT NUMBER OF APPLICABLE STANDARD...]</p>
Venue	<p>Note to drafters: Select an Option for Contractor and/or Commonwealth venues or virtual (on-line) delivery. For virtual Training, it will normally be necessary to refer to applicable procedures. Refer to guidance for more information.</p> <p>Option A: For when the Contractor is to provide the venue:</p> <p>The Contractor shall arrange the provision of the Training venues for this course.</p> <p>Option B: For when the Commonwealth is to provide the venue:</p> <p>The Commonwealth shall provide the following Training venues for this course:</p> <p>[...INSERT DETAILS (OR REFERENCES) OF COMMONWEALTH VENUES AND PERIOD OF AVAILABILITY FOR THIS COURSE, AS APPLICABLE...].</p> <p>Option C: For when the Training course is delivered virtually:</p> <p>The Contractor shall deliver the Training course virtually (on-line) using the [...INSERT SYSTEM NAME...] in accordance with the [...INSERT PROCEDURES...].</p>

Training Equipment and Training Materials	<p>Note to drafters: The Contractor should provide Training Equipment and Training Materials unless the Commonwealth has identified specific Training Equipment and Training Materials to be provided by the Commonwealth. Refer to guidance for more information.</p> <p>The Commonwealth shall provide: [...INSERT DETAILS (OR REFERENCE) FOR THE TRAINING EQUIPMENT AND TRAINING MATERIALS REQUIRED FOR THE COURSE...]</p> <p>The Contractor shall provide all other Training Equipment and Training Materials required for the course.</p>
Assessment	[...INSERT DETAILS (OR REFERENCE) FOR ASSESSMENT, INCLUDING COMPETENCY BASED TRAINING REQUIREMENTS...]

6.2.3 Training Delivery

Option A: For when the Contractor is to prepare the schedule for Training delivery and assessment activities.

6.2.3.1 The Contractor shall incorporate its schedule of Training delivery and assessment activities into the overall Training schedule required under DSD-TNG-MGT.

Option B: For when the Commonwealth is to prepare and provide the Contractor with the schedule for Training delivery and assessment activities.

6.2.3.2 The Commonwealth shall develop a proposed schedule for the delivery of Training courses and associated assessment activities, programming these activities for a period of not less than [...INSERT NUMBER OF MONTHS ...] months in advance, or until the end of the Term where that period is less than [...INSERT NUMBER OF MONTHS ...] months.

6.2.3.3 Where the Commonwealth's proposed schedule for the delivery of Training courses and assessment activities is consistent with the requirements and constraints for each Training course identified under clause 6.2.2 or elsewhere in the Contract, the Contractor shall incorporate the Commonwealth's Training delivery schedule into the overall Training schedule required under DSD-TNG-MGT, except where otherwise agreed by the Commonwealth Representative.

6.2.3.4 Where the Commonwealth's proposed schedule for the delivery of Training courses and assessment activities is not consistent with the requirements and constraints for each Training course identified under clause 6.2.2 or elsewhere in the Contract:

- a. the Commonwealth shall firstly consult with the Contractor to determine whether there are any issues with meeting the proposed schedule, and any impacts that the proposed schedule may have on the Contractor's obligations under the Contract, including the SOW and other DSDs;
- b. where there are issues or potential impacts associated with the Commonwealth's proposed schedule, the parties shall negotiate in good faith to produce a schedule that meets the Commonwealth's Training requirements while minimising the Contractor's issues and potential impacts;
- c. if, after five Working Days since the start of negotiations under clause 6.2.3.4b, a schedule cannot be agreed, the Commonwealth Representative may issue a direction in relation to the schedule for the delivery of Training courses and assessment activities and the Contractor shall comply with this direction; and
- d. if the Commonwealth Representative issues a direction under clause 6.2.3.4c, the Contractor:
 - (i) may make a claim for performance relief and performance relief costs in relation to any affected Services; and
 - (ii) may submit a CCP in accordance with clause 11.1 of the COC to increase the price only for the delivery and assessment of Training courses.

6.2.3.5 The Contractor shall incorporate the Commonwealth's Training delivery schedule into the overall Training schedule required under DSD-TNG-MGT.

- 6.2.3.6** The Contractor shall deliver the Training courses and undertake programmed assessment activities in accordance with the Training schedule required under DSD-TNG-MGT.
- 6.2.3.7** The Contractor shall notify the Commonwealth Representative of any proposed amendment to the schedule for Training delivery and assessment activities no less than 15 Working Days before the scheduled start of any Training course affected by the proposed amendment.
- 6.2.3.8** Where the Commonwealth Representative, acting reasonably, does not agree to the Contractor's proposed amendment to the schedule for Training delivery and assessment activities, as advised in its notice under clause 6.2.3.7, the Contractor shall provide the required Training courses in accordance with the unamended schedule, except where otherwise agreed by the Commonwealth Representative.
- 6.2.3.9** The Commonwealth Representative shall notify the Contractor of any proposed amendment to the schedule for Training delivery and assessment activities no less than 15 Working Days before the scheduled start of any Training course affected by the proposed amendment.
- 6.2.3.10** Where the Contractor, acting reasonably, is unable to support the Commonwealth's proposed amendment to the schedule for Training delivery and assessment activities, as advised in its notice under clause 6.2.3.9, the parties shall negotiate in good faith to agree a revised Training schedule.
- 6.2.3.11** The Contractor shall ensure that the Training delivery and assessment does not deviate from the Approved [...INSERT LMPs and / or curriculum documentation...], except where otherwise agreed by the Commonwealth Representative.

6.2.4 Course Joining Instructions

Note to drafters: Include this clause only when the Contractor is to prepare and distribute joining instructions; otherwise, delete the clause and replace it with 'Not used'.

- 6.2.4.1** The Contractor shall prepare a course joining instruction for each course to be conducted and issue the instruction at least [...INSERT NUMBER OF WEEKS...] weeks prior to each course commencing to:
- a. each student on the panel,
 - b. the parent Defence unit for each student, and
 - c. the Commonwealth Representative.
- 6.2.4.2** Joining instructions issued in accordance with clause 6.2.4.1 shall contain sufficient information to enable each student to fully participate in the course, including:

Note to drafters: Amend the sub-clauses to identify the details required in joining instructions.

- a. course name;
- b. daily commencement and completion times;
- c. venue details;
- d. point of contact details; and
- e. [...DRAFTER TO INSERT...]

6.2.5 Commonwealth Training Venues

Note to drafters: If there are no Commonwealth provided venues for the delivery of Training the following clause can be replaced with 'Not used'.

- 6.2.5.1** Where a Training course is to be delivered at a Commonwealth-provided venue, the Contractor shall set-up and safely and correctly operate the Training venue, and return it in a serviceable condition after each course or individual Training period within a course (as applicable), except where otherwise agreed by the Commonwealth Representative.

6.2.6 Training Equipment

6.2.6.1 If the Training Equipment required for a Training course is either owned or arranged for use by the Commonwealth, the Contractor shall set-up, safely and correctly operate the Training Equipment, and return it in a serviceable condition after use to the location specified by the Commonwealth Representative.

6.2.6.2 If a Training venue is provided by the Commonwealth and Training Equipment is provided by the Contractor, the Contractor shall set-up all Training Equipment such that the Training course can be provided in accordance with the LMP applicable to that Training.

6.2.7 Training Materials

6.2.7.1 Except as otherwise identified under clause 6.2.2, the Contractor shall provide all student notes and other consumable materials required for the delivery of Training.

6.2.8 Assessment

6.2.8.1 The Contractor's assessment of students shall not deviate from the assessment strategy and standards within the Approved [...SELECT LMPs and / or curriculum documentation...], without the Approval of the Commonwealth Representative.

Note to drafters: Select one or both of the following options based on requirements. If the Contractor is given access to a Defence information system for entering student data, note that training may be added via clause 3.16 of the SOW.

Option: Include when results are to be provided to a Commonwealth Training Manager by notice (ie, email).

6.2.8.2 Within two Working Days of the completion of each Training and assessment program, the Contractor shall notify [...INSERT COMMONWEALTH TRAINING MANAGER...] of the assessment results for each student.

Option: Include when results are to be entered into a Commonwealth information system.

6.2.8.3 Within two Working Days of the completion of each Training and assessment program, the Contractor shall record the assessment results for each student in the [...INSERT DETAILS OF training Information System...].

6.2.8.4 Within five Working Days of the completion of each Training and assessment program, the Contractor shall provide or deliver to each student, who successfully completes the Training, a statement of attainment, record of attainment, certificate of attendance, or other certificate, as applicable to each Training program and student.

6.2.9 Post-Training Reporting

6.2.9.1 The Contractor shall:

- a. prepare a post-Training report, in the Contractor's format, for each course completed; and
- b. deliver the report to the Commonwealth Representative within 10 Working Days of the completion of that course.

6.2.9.2 Within the post-Training report required by clause 6.2.9.1, the Contractor shall address the reporting requirements specified at clause 8.2 of the SOW (for the Training section of the Combined Services Summary Report), as applicable to the individual Training course.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR DSD-TNG-MGT

(TRAINING MANAGEMENT SERVICES)

<u>Status:</u>	Core
<u>Purpose:</u>	Refer to 'Description and Intended Use'.
<u>Policy:</u>	Defence Learning Manual (DLM) Refer to applicable single service Training manuals.
<u>Guidance:</u>	This DSD acts as the head or lead DSD for Training Services. Additional DSDs can fit under the framework set up by this DSD. In particular, Training program evaluations, upkeep and amendment of Training courses are addressed in DSD-TNG-TMS, delivery of individual courses is addressed in DSD-TNG-DEL, and support of Training Equipment is addressed in clause 9.4 of the SOW. Drafters should also seek guidance from their Service Training advisor.

Related Clauses/Documents:

DSD-TNG-DEL
DSD-TNG-TMS
Draft SOW clause 9.4, Training Equipment
DID-TNG-TSP

Optional Clauses: None

5. APPLICABLE DOCUMENTS

<u>Status:</u>	Core
<u>Purpose:</u>	To identify documents applicable to providing Training Services.
<u>Policy:</u>	DLM
<u>Guidance:</u>	Drafters need to edit the list of applicable documents to suit the Training Services in this DSD. Other relevant documents may be added, but drafters must not include references to broad Defence policy (unless the policy explicitly states that it is applicable to contractors), otherwise these are open to interpretation within a contract and their applicability is usually limited to Defence Personnel. Drafters should note that the references in this clause are only applicable to the extent specified in the DSD. Clause 6.2.1.1 may need to be modified if only a portion of the applicable documents are relevant to the required Training Services.

Related Clauses/Documents:

Clause 6.2.1.1 of this DSD.

Optional Clauses: None

6.2.1 Training Management

<u>Status:</u>	Core
<u>Purpose:</u>	To require the Contractor to plan and manage the required Training Services.
<u>Policy:</u>	DLM
<u>Guidance:</u>	As a basis for Training standards, Defence policy aligns to Australia's Vocational Education and Training (VET) Quality Framework, with Defence training units being Registered Training Organisations (RTOs). Course documentation is also similar to that required by the <i>Standards for Vocational Education and Training (VET) Accredited Courses 2012</i> , whether or not an individual Training course is nationally recognised. This approach is extended to contracts, with the Contractor either being

an RTO or providing Training Services under the management system of a Defence RTO. The choice between these options determines the selection of Options A and B when tailoring clause 6.2.1.

If the Contractor is to assess achievement against nationally recognised VET units of competency, for which they must be registered providers, then Option A, for the Contractor to be an RTO, must be selected. If a Defence RTO will issue the related qualifications, then Option B, for the Contractor to work under a Defence RTO's quality system, may be chosen.

If none of the Training relates to VET qualification (eg, because it relates to specific Defence equipment), then Option B remains suitable. Even though competencies may not be nationally recognised, an RTO's obligations for Training management, student records and assessment standards are still applied through the Defence RTO to ensure consistent management of Training for Defence staff.

If the Contractor is to provide some Training as an RTO and other Training under a Defence RTO, then both options may be retained and modified (ie, by removal of reference to 'all' Training). Additional details should be included to identify the applicability of courses to each RTO.

At clause 6.2.1.1, drafters should identify if the Contractor should plan and manage Training in accordance with a stand-alone Training Support Plan (TSP) or within the SSMP. These clauses should match the selection in clause 8.1 of the draft SOW. Note that if the Contractor is an RTO they must meet minimum standards for Training organisation plans and procedures; hence, Contract-specific plans will most likely to refer to these and not be overly detailed themselves.

Related Clauses/Documents:

DID-TNG-TSP and DID-SSM-SSMP

Optional Clauses: None

6.2.2 Training Information System

Status: Optional

Purpose: To identify the requirement for a Training information system and, in particular, whether on-line access to a Defence Training information system will be provided.

Policy: TBD

Guidance: A Training information system is compulsory for the recording of Training information regarding course participation, results and awarded qualifications. Notwithstanding, this clause is optional because a Training information system may not be necessary for smaller Training contracts or where the Commonwealth manages the Training information and the provision of assessment results and course reporting through DSD-TNG-DEL provide the additional information required. If a Training information system is not required, the clauses under 6.2.2 may be deleted and replaced with 'Not used'.

When a Training information system is required, drafters must insert the governing plan for Training into clause 6.2.2.1 and, where necessary, amend the list of functions that the Training information system must be able to provide.

The list of information requirements includes, by default, data required to satisfy reporting needs for the Australian Vocational Education and Training Management Information Statistical Standard (AVETMISS). More information on AVETMISS is available from the National Centre for Vocational Education Research (NCVER) website (<https://www.ncver.edu.au/rto-hub/avetmiss-support-for-rtos>). If the courses are not nationally recognised, then this last data requirement may not be required and can be removed; however, more detailed requirements may need to be added to the list. Drafters should seek advice from the Defence Training unit or Service RTO for further information regarding the data required.

The drafter should select from the optional clauses: Options A and B. Option A should be selected when the Contractor will be provided on-line access to a

Commonwealth-owned (or licensed) Training information system, such as Patriot Excalibur (PEX) for aircrew training, or other Commonwealth system.

Option A would be applicable where the Contractor is working on a Defence site or the Commonwealth will provide system access to an off-site Training facility owned by the Contractor. If chosen, options A-1 or A-2 must be selected depending on exclusive access to the system (ie, as GFE) or shared access. Shared access may occur where the facility is shared with Defence staff or another contractor. Details of GFE and GFS will need to be added to Attachment E when applicable.

Drafters should note that training in Commonwealth-provided information systems is covered under clause 3.17 of the SOW, and additional clauses are not required here. Drafters must, however, plan for the provision of this training.

Smaller Training contracts may not warrant the cost of an on-line connection to the Commonwealth system, but the Contractor may still be required to manage Training information. In these instances, the requirements for reporting of Training information to the Commonwealth may need to be identified and an appropriate DID developed, added to the CDRL, and referred to from Option B (noting that, if part of VET Training, reference to AVETMISS may reduce the detail required).

It is also possible for a Contractor to have both on-line access, while located at a Defence facility, and to not have access at another location where Services are provided. If this is expected when drafting the RFT, the drafter will need to include and tailor both Options A and B.

Related Clauses/Documents:

DID-TNG-TSP and DID-SSM-SSMP

Draft SOW clause 3.13.3, Information Systems Security

Draft SOW clause 3.16, Mandated Defence Information Systems

Draft SOW clause 9.2, Technical Data

Draft SOW clause 9.7, Computer Support

DSD-TNG-DEL, for related Training assessment and reporting requirements

Attachment E, for GFM and GFS

Attachment O, Government Furnished Facilities

Optional Clauses: None

6.2.3 Learning Review Boards

Status: Optional

Purpose: To require Contractor participation in Commonwealth Training program review boards.

Policy: TBD

Guidance: Learning Review Boards are established to provide oversight and strategic direction to Defence Training activities, irrespective of whether or not a contractor is required to manage and deliver some or all of that Training.

These Services are optional and may not be necessary for smaller Training programs or for Contractor-sponsored Training, particularly where the Contractor delivers Training packages for nationally recognised VET courses. In such cases, the clauses under 6.2.3 may be replaced with a single 'Not used'.

Learning Review Boards are normally established where there is a significant quantity of Training required and/or specific needs (ie, such as safety) that are highly dependent upon the competencies provided through that Training. Learning Review Boards form part of the evaluation processes under the SADL. As such, the Learning Review Boards consider information in relation to the effectiveness of Training, including feedback from Training courses, ongoing assessments, and proposals for changes to Training. Where the Contractor is delivering Training, performing

assessments, and/or managing LMPs, then there is generally a requirement for the Contractor to be present at Learning Review Board meetings.

The Contractor may need to be a member of the Commonwealth's Learning Review Boards because it may be the subject matter expert or have a better appreciation of the contractual implications of any proposed changes to the Training program.

The Contractor's participation in Learning Review Boards is managed as an ad hoc meeting, in accordance with clause 3.4.6 of the SOW. This clause has standard arrangements for meeting locations and chairing, which are superseded by the requirements of this clause. Drafters should review clause 6.2.3 and SOW clause 3.4.6 to identify the need for any further exemptions from standard ad hoc meeting arrangements. Drafters should then modify clause 6.2.3.2 to ensure that any additional requirements (ie, alternatives to the provisions for ad hoc meetings) are included to suit the scope of the Training requirement and the Commonwealth's envisaged Training-management arrangements.

Drafters need to identify the number and duration of Learning Review Board meetings to be attended by the Contractor on an annual basis and modify clause 6.2.3.5 accordingly. This is included as a Recurring Service, with any additional effort managed as an S&Q Service.

Related Clauses/Documents:

DID-TNG-TSP and DID-SSM-SSMP
Draft SOW clause 3.4.6, Ad Hoc Meetings

Optional Clauses: None

6.2.4 Authorised Training Personnel

Status: Optional

Purpose: To ensure that Contractor Training personnel are suitably capable and authorised.

Policy: TBD

Guidance: Drafters need to amend draft clause 6.2.4.1 by inserting either the TSP or SSMP, as applicable. Drafters should also amend the clauses under this heading to suit specific requirements. For example, it may not always be applicable for the Contractor's Training Personnel to hold the identified Certificate IV.

Related Clauses/Documents:

DID-TNG-TSP and DID-SSM-SSMP, for managing Training staff qualifications and experience.

Optional Clauses: None

6.2.5 Initial Review of Commonwealth Training Materials

Status: Core

Purpose: To ensure that the Training Materials are complete and suitable for the provision of the required Training Services.

Guidance: Training Materials are to be provided by the Contractor with the exception of GFI / GFD listed in Attachment E. Training Materials provided by the Commonwealth will include the Learning Management Packages (LMPs) for those Training courses owned or sponsored by Defence. In this instance, 'sponsored' includes courses that Defence provides materials for but where the course is actually 'owned' by a third party. These courses may be owned by an original equipment manufacturer and access to materials is provided to the Contractor (eg, with appropriate IP licencing arrangements).

GFM must be inspected by the Contractor prior to use, in accordance with SOW clause 3.11. As Training Materials are not always used immediately after OD, a longer review / inspection period may be agreed with the Commonwealth Representative.

If the Training Materials are found to be inadequate, the Commonwealth Representative may choose to address the shortfall through Defence sources, or ask the Contractor to provide Services in accordance with DSD-TNG-TMS to rectify the shortfall. DSD-TNG-TMS allows for Services ranging from the minor maintenance of Training Materials up to the full redevelopment of Training courses.

Related Clauses/Documents:

Clause 3.6 of the COC

Draft SOW clause 3.11 Contractor Managed Commonwealth Assets (CMCA)

DSD-TNG-TMS, for maintenance updates and changes to Training Materials.

Optional Clauses: None

6.2.6 Training Evaluation – Commonwealth-sponsored Training

Status: Optional

Purpose: To require the Contractor to evaluate the Commonwealth-sponsored elements of the Training program, from time-to-time, for on-going applicability and currency.

Policy: TBD

Guidance: This clause requires an evaluation of Training courses that are 'sponsored' by Defence (the Commonwealth). Commonwealth-sponsored Training courses include those that Defence owns as well as Training recognised within the VET system for which Defence has a customised Training Materials – these training packages (but not necessarily the delivery materials) may be owned by third parties. 'Sponsored' courses may also include those where the Commonwealth obtains materials from original equipment manufacturers and provides these to the Contractor. Essentially, 'Commonwealth-sponsored' is everything other than the Training courses that the Contractor brings to the Contract (refer clause 6.2.7). This evaluation of the Training program is used to determine the suitability of courses, as defined by the LMPs, or other training packages, for their intended purpose. This is different to the evaluating individual courses, which is addressed by post-Training reports in DSD-TNG-DEL.

This clause is optional and drafters should be aware that the SADL recommends that evaluations should be performed by Defence; however, a contractor may evaluate Training for reasons listed below. If evaluations will be performed entirely by Defence, then the clauses under 6.2.6 may be replaced with a single 'Not used'.

There are a number of reasons why the Commonwealth may wish to have the Contractor evaluate a Training program, including:

- a. to validate that the LMP remains consistent with the configuration of related Products, particularly if the update of Training Materials was not included within the scope of a Major Change;
- b. to ensure that the LMP is consistent with the changes to legislation, policy, or organisational and environmental needs (eg, does Training need to be revised prior to system deployment into a new environment?);
- c. to Verify that the Training Materials remain consistent with Units of Competency specifications;
- d. where the effort required is beyond Defence's available resources; or
- e. as required from time-to-time to fulfil obligations as an RTO regarding amendments to Units of Competency or other VET requirements.

The clause includes a list of various considerations. The outcome is a report covering these considerations and recommendations made by the Contractor.

If these Services are required, the drafter should insert the relevant references at clause 6.2.6.2. Refer also to the 'Evaluate Phase' in the SADL.

As the scope of this work can be difficult to quantify, these evaluations may be performed as S&Q Services; however, if the scope is predictable or can be accommodated within the envisaged number of Contractor Training personnel, then

optional clause 6.2.6.4 may be deleted (noting that all Services are Recurring Services unless stated otherwise).

Related Clauses/Documents:

Refer to DSD-TNG-TMS for the maintenance and update of Training Materials (minor changes) and the development of changes to Training (more significant changes), which often result from Training evaluations.

Optional Clauses: None

6.2.7 Training Evaluation – Contractor-sponsored Training

Status: Optional

Purpose: To require the Contractor to evaluate the Contractor-owned elements of the Training program, from time-to-time, for on-going applicability and currency.

Policy: TBD

Guidance: This clause requires the Contractor to undertake an evaluation of the Training courses that the Contractor brings to the Contract. This would typically cover Training provided by the Contractor as an original equipment manufacturer (or their representative) or courses recognised under the VET and offered to several customers, rather than being bespoke Training for Defence.

The clause ensures that the Contractor-owned Training remains relevant to Defence staff and Training needs. If the Contractor provides common Training to several customers, and is accredited under the VET, then the cost of these evaluations is more likely to be included as an overhead for the RTO and the clauses may not be required. If not required, the clauses should be replaced with 'Not used'.

If included, drafters must insert the governing plan for Training in clause 6.2.7.2.

Related Clauses/Documents:

DSD-TNG-TMS for development of changes to Training.

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER:** DSD-TNG-MGT-V5.2
2. **TITLE:** TRAINING MANAGEMENT SERVICES
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 This DSD defines the requirements associated with the management of Training Services.
 - 3.2 This DSD is intended to be used to implement the management and administrative functions of Training Support. It does not address updates to Training Materials, delivery of individual Training courses, or the support of Training Equipment.
4. **INTER-RELATIONSHIPS**
 - 4.1 This DSD forms part of the SOW.
 - 4.2 This DSD must be applied in conjunction with Training Services defined in the Training Support requirements of the SOW and the other associated DSDs.
5. **APPLICABLE DOCUMENTS**
 - 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below to suit the requirements of this DSD (ie, include the relevant references that are applicable to Training Services). Do not include reference to Defence policy unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract. Drafters should note that Defence Training policy requires that the SADL is applied to all Defence Training and in most cases reference to the SADL should meet the requirements for all Training. Drafters should consult the relevant single service Training authorities to determine the need for reference to single service Training manuals.

SADL	Systems Approach to Defence Learning
ANP3702	Royal Australian Navy Training
Army Training Instruction (ATI) 1-9/15	Developing Training for New Capabilities
MAFET	Manual of Air Force Education and Training
	Vocational Education and Training (VET) Quality Framework

6. SERVICE DESCRIPTION

6.1 Introduction

6.1.1 Scope of DSD

Note to drafters: Amend the following clause to suit the specific requirements of the draft Contract. This overview should address generic Training management issues and avoid addressing the content of Training delivery (DID-TNG-DEL), Training Materials support (DID-TNG-TMS), or support of Training Equipment (clause 9.4 of the SOW).

- 6.1.1.1 The Contractor shall manage Training Services, as described in the DSD, for:
 - a. meeting obligations of the Vocational Education and Training (VET) Quality Framework to enable Training from VET training packages to be delivered under the Contract, including obligations related to the Contractor's scope of registration and reporting;
 - b. the provision and coordination of Authorised Training Personnel and Training resources necessary to meet the requirements of the Contract;
 - c. the coordination of Training activities, including liaison with the Commonwealth;
 - d. the Contractor-delivered Training courses identified in DSD-TNG-DEL; and

- e. the Commonwealth-delivered Training courses for which the Contractor has been allocated particular responsibilities under the Contract.

6.2 Services

6.2.1 Training Management

Note to drafters: Drafters need to select the appropriate governing plan for Training Support, as defined in clause 8 of the SOW. If only a portion of the Applicable Documents listed in clause 5 are applicable, then the following clause should be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

- 6.2.1.1 The Contractor shall provide Training Services in accordance with the applicable documents listed in clause 5 of this DSD, as tailored by the Approved [...INSERT 'TSP' OR 'SSMP'...].

Option A: For when the Contractor is to analyse Training needs, design, develop, deliver and/or assess Training and confer nationally recognised awards in its own right.

- 6.2.1.2 The Contractor shall attain Registered Training Organisation (RTO) status with the appropriate qualifications listed under their scope of registration on or before the Operative Date.

- 6.2.1.3 The Contractor shall maintain the appropriate qualifications within its scope of registration for the Term.

- 6.2.1.4 The Contractor shall ensure that all Training activities that are associated with the award of nationally recognised VET qualifications comply with the requirements of the VET Quality Framework.

Option B: For when the Contractor is to analyse Training needs, design, develop, deliver and/or assess Training for award of qualification(s) under the scope of Defence RTO.

- 6.2.1.5 The Contractor shall ensure that all Training activities, as described in the Approved [...INSERT 'TSP' OR 'SSMP'...], comply with the SADL and the [... INSERT DEFENCE RTO TRAINING DOCUMENTATION ...].

Note to drafters: If the timing requirements for the delivery of initial Training courses is not explicit in DSD-TNG-DEL, drafters should develop an initial Training delivery schedule to inform the RFT, based on the periodicity of delivery for each course described in clause 6.1.1.

- 6.2.1.6 The Contractor shall maintain a schedule of known Training Services, projecting work effort for a period of not less than one year in advance, or until the end of the Term where that period is less than one year.

- 6.2.1.7 The Contractor shall provide a copy of the Contractor's Training schedule in the format requested and within five Working Days (or other timeframe as agreed between both parties) of a request for this schedule from the Commonwealth Representative.

Option: If the requirement for an SSMS is included in the SOW.

- 6.2.1.8 The Contractor shall incorporate the Contractor's Training schedule into the SSMS required under clause 3.2.2 of the SOW.

6.2.2 Training Information System

Note to drafters: If not required, replace this clause with 'Not used'. Drafters must insert the governing plan for Training Support when using this clause. Drafters should also amend the clause to reflect the specific requirements needed for a Training information system.

- 6.2.2.1 The Contractor shall use a Training information system, in accordance with the Approved [...INSERT 'TSP' OR 'SSMP'...], for the management of the Training Services required under the Contract to:

- a. manage the Training delivery and assessment program;
- b. record student assessment results, including records of attainment;
- c. record the results of Training evaluations; and

- d. where not included in the above, all additional information necessary to meet reporting requirements for the Australian Vocational Education and Training Management Information Statistical Standard (AVETMISS).

6.2.2.2 The Contractor shall ensure that Training Services undertaken by Subcontractors are entered into the Training information system, as applicable, for the functions identified in clause 6.2.2.1.

Note to drafters: Select from the optional clauses A (including A-1 and A-2) or B below, based on whether or not the Contractor will be provided on-line access to a Defence Training information system. If access will be provided, then select Option A-1 and update Attachment E if the system is provided for their exclusive use, or Option A-2 when shared with Defence staff or another contractor.

Training in Commonwealth-provided information systems is addressed in clause 3.17 of the SOW.

Option A: For when the Contractor will be provided with on-line access to a Defence Training information system, the name of the system must be inserted into the applicable clauses below.

6.2.2.3 The Commonwealth shall provide the Contractor with on-line access to the Defence Training information system, [...INSERT NAME OF SYSTEM...], for the purposes of undertaking clause 6.2.2.1 for this Contract.

Option A-1: For when the Contractor will be provided with hardware and Software for a Defence Training information system.

6.2.2.4 The Commonwealth shall provide the Contractor with terminals and/or interfaces and GFS to support the use of [...INSERT NAME OF SYSTEM...], as detailed in Attachment E.

Option A-2: For when the Contractor will share access to a Defence Training information system.

6.2.2.5 The Commonwealth shall provide the Contractor with access to [...INSERT NUMBER...] of shared [...INSERT NAME OF SYSTEM...] terminals at [...INSERT LOCATION/TIME DETAILS...].

Option B: For when the Contractor will NOT be provided on-line access to a Defence Training information system and the Contractor will be required to implement a system with similar functionality. If applicable, a DID describing data and data transfer requirements (where this exceeds the reporting requirements of DSD-TNG-DEL) will need to be developed by the drafter, to enable data to be transferred to a Defence Training information system. In this situation, clause 6.2.2.8 should also be modified to incorporate the appropriate CDRL reference.

6.2.2.6 The Contractor shall implement a Training information system to meet the requirements of clause 6.2.2.1.

6.2.2.7 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access to the Contractor's Training information system for the duration of the Contract.

6.2.2.8 The Contractor shall develop, deliver and update Training management, administration and reporting data, for entry into the Defence computerised Training information system, in accordance with CDRL Line Number TNG-[...INSERT CDRL LINE NUMBER...].

6.2.3 Learning Review Boards

Note to drafters: Where a specific name is given to the 'Learning Review Board', that name should replace the generic term used in the following clauses.

6.2.3.1 The Contractor shall participate in Learning Review Boards, as a non-voting advisor, to ensure that the impact of any proposed change to the Learning Management Packages (LMPs) on the Contract scope can be considered by the Learning Review Board.

Note to drafters: Amend the exclusions from the normal ad hoc meeting provisions in the following clause to suit the specific requirements of the Contract.

6.2.3.2 The parties shall conduct the preparation, notice and follow-up to the Learning Review Boards as identified in clause 6.2.3.1 in accordance with clause 3.4.6 (Ad Hoc Meetings)

of the SOW, except that the Learning Review Board shall be held at [...INSERT LOCATION(S) ...] and chaired by [...INSERT APPOINTMENT OF CHAIR...].

- 6.2.3.3** Subject to clause 6.2.3.4, all proposed changes to Approved LMPs shall be ratified by the Learning Review Board prior to the Commonwealth Representative providing their Approval of the updated LMP in accordance with clause 2.4 of the SOW.
- 6.2.3.4** In the event that any proposed change to an Approved LMP would result in a change to the Contract, the Contractor shall prepare and submit a CCP in accordance with clause 11.1 of the COC.
- 6.2.3.5** The Commonwealth shall convene Learning Review Boards on an as-required basis. Where the Contractor is required to attend more than [...INSERT NUMBER, EG, four ...] Learning Review Boards per calendar year, attendance at any additional Learning Review Boards in that calendar year shall be undertaken as an S&Q Service.
- 6.2.4** **Authorised Training Personnel**

Note to drafters: In the following clause, drafters need to select the appropriate governing plan for Training Support, as defined in clause 8 of the SOW.

- 6.2.4.1** The Contractor shall engage only the authorised Training Personnel, as defined by the required Training positions in the Approved [...INSERT 'TSP' OR 'SSMP'...], for the period of the applicable Training Service.
- 6.2.4.2** The Contractor shall ensure that all Personnel engaged to conduct performance needs analysis, Training development, Training delivery, Training assessment and/or Training evaluation shall hold, as a minimum, a Certificate IV in Training and Assessment, except where otherwise agreed by the Commonwealth Representative.
- 6.2.4.3** The Contractor shall ensure that the qualifications and experience of Training Personnel are sustained throughout the Term.
- 6.2.4.4** The Contractor shall ensure that all Personnel engaged in Training delivery and/or assessment of competency-based training are current in the competencies applicable to the Training being delivered.
- 6.2.5** **Initial Review of Commonwealth Training Materials**

Note to drafters: Commonwealth Training Materials, including LMPs, must be identified as GFI or GFD within Attachment E. Where the Contract does not include DSD-TNG-TMS, update of the LMP remains a Commonwealth responsibility and clause 6.2.5.2 should be deleted (or modified to require the Contractor to update the Training Materials as an S&Q Service). For further information, refer to guidance.

- 6.2.5.1** The Contractor shall provide all of the Training Materials necessary for the provision of Training Services under the Contract, with the exception of the Training Materials provided as GFI or GFD, as detailed in Attachment E.
- 6.2.5.2** Where, as a result of inspecting any Training Materials provided as GFM in accordance with clause 3.11 of the SOW, the Contractor reports to the Commonwealth Representative that the Training Materials are unsatisfactory or otherwise require changes, the Commonwealth Representative may direct the Contractor to update the Training Materials in accordance with DSD-TNG-TMS.
- 6.2.6** **Training Evaluation – Commonwealth-sponsored Training**

Note to drafters: Training evaluation takes a longer-term view of the success or otherwise of a Training program rather than a view of individual courses. Refer to guidance.

- 6.2.6.1** When requested by the Commonwealth Representative, in writing, the Contractor shall conduct an evaluation of the Commonwealth-sponsored Training identified in the request to Validate the Training, including the Training Equipment, Training Materials, and the Training delivery and assessment methods.
- 6.2.6.2** The Contractor shall conduct the Training evaluation in accordance with the Commonwealth's request under clause 6.2.6.1 and the Approved [...INSERT 'TSP' OR 'SSMP'...].

- 6.2.6.3** At the conclusion of the Training evaluation, the Contractor shall provide the Commonwealth Representative with a report that includes a summary of the evaluation activity, the identified results, and any recommended changes to the Training Equipment, Training Materials, and Training delivery and assessment methods.

Option: Include the following clause if the conduct of Training evaluations will not be included as a Recurring Service.

- 6.2.6.4** The Contractor shall conduct Training evaluations in accordance with this clause 6.2.6 as S&Q Services.

6.2.7 Training Evaluation – Contractor-sponsored Training

Note to drafters: The following clauses are relevant if the Contractor will be delivering Contractor-sponsored Training. Refer to guidance for further information.

- 6.2.7.1** For Contractor-sponsored Training, the Contractor shall maintain and update the associated LMPs, in accordance with AQTF requirements (if applicable) and the Approved [...INSERT 'TSP' OR 'SSMP'...].
- 6.2.7.2** Where an update to a Contractor-sponsored Training program is required, including as a result of clause 6.2.7.1, the Contractor shall advise the Commonwealth Representative of any related impacts on the Training Services and/or Commonwealth LMPs within 10 Working Days of the Contractor becoming aware of the impacts of the update.

GUIDANCE PAGES TO BE DELETED WHEN PUBLISHED

ASDEFCON (SUPPORT)

SECTION 1: GUIDANCE FOR TRAINING MATERIALS SUPPORT SERVICES

(DSD-TNG-TMS)

<u>Status:</u>	Core
<u>Purpose:</u>	Refer to 'Description and Intended Use'.
<u>Policy:</u>	<i>Defence Learning Manual (DLM)</i> , including the <i>Systems Approach to Defence Learning (SADL)</i> Refer to applicable single service Training manuals.
<u>Guidance:</u>	This DSD covers the evaluation and update of Training Materials, including by updating Training Requirements Specifications (TRSs) and the Training Materials contained within Learning Management Packages (LMPs). Clauses 6.2.2 and, collectively, 6.2.3, 6.2.4 and 6.2.5 are optional; however, at least 6.2.2 or the other clauses are required for this DSD to operate effectively. Clauses 6.2.3 to 6.2.5, for changes to Commonwealth-sponsored Training Materials, are intended for use when the changes to Training Materials exceed the scope of clause 6.2.2. It is also possible for Defence staff to incorporate minor changes, when Defence personnel also deliver Training, and for the Contractor to perform more significant changes to the Training Materials and clauses 6.2.3 to 6.2.5 may be used without clause 6.2.2 under these circumstances.
<u>Related Clauses/Documents:</u>	DSD-TNG-MGT DSD-TNG-DEL DID-TNG-TSP DID-ILS-DEF-TRS DID-ILS-TNG-LMP
<u>Optional Clauses:</u>	None

5. APPLICABLE DOCUMENTS

<u>Status:</u>	Core
<u>Purpose:</u>	To identify the documents applicable to providing Training Services.
<u>Policy:</u>	DLM
<u>Guidance:</u>	Edit the listing of the applicable documents to suit the required Services. The default list includes documents for each environment which are applicable to Training Services. Other documents may be added. Note that DID-TNG-TSP refers to this list for the development of the Contractor's Training Support Plan.

Related Clauses/Documents: None

Optional Clauses: None

6.1.1 Scope of DSD

<u>Status:</u>	Core
<u>Purpose:</u>	To identify the sets of Training Materials, by relevant Training course, which are supported within the scope of this DSD.
<u>Policy:</u>	Nil
<u>Guidance:</u>	The scope of the Services covered by this DSD relates to Training Materials identified at Annex A to the SOW and may include both Commonwealth-sponsored Training and Contractor-sponsored Training (refer to the Glossary for definitions).

Commonwealth Training Materials should be provided to the Contractor in the form of a LMP for each course, which may include the TRS for that course. The LMPs should contain the materials necessary to conduct Training courses, including assessment and evaluation materials. Additional Training Materials often include other Technical Data (eg, operator and maintenance manuals) that are provided as part of a Technical Data library.

Related Clauses/Documents:

DSD-TNG-SERV
DSD-TNG-DEL
SOW Annex A, Section 6

Optional Clauses: None

6.2.1 General

Status: Core

Purpose: To require the Contractor to manage the evaluation and maintenance of Training Materials in accordance with the Approved governing plan (ie, TSP or SSMP).

Policy: Nil

Guidance: Drafters need to insert the governing plan into this clause 6.2.1. This should be the same plan that was included in clause 8.1 of the draft SOW.

Related Clauses/Documents:

DID-TNG-TSP
DID-SSM-SSMP

Optional Clauses: None

6.2.2 Maintenance of Training Materials for Commonwealth-sponsored Training

Status: Optional

Purpose: To require the Contractor to maintain the LMP(s) for Commonwealth-sponsored Training courses.

Policy: Nil

Guidance: The Commonwealth may wish to have the Contractor maintain the Training Materials contained within the LMPs. This primarily includes the Training Materials for Training delivery, but could include editorial changes to other parts of a LMP. Maintenance may be required as a result the Contractor identifying minor errors during Training delivery, or changes to referenced documents and organisations. Maintenance updates can also result from Training program evaluations, under DSD-TNG-MGT, if the requirement is only minor.

If minor updates to the Training Materials will be performed by Defence or a third party (eg, if the Contractor maintains the LMP but does not deliver Training), then these clauses may not be required and may be replaced with 'Not used'.

The scope of this work is generally minor and often undertaken as a Recurring Service by Contractor staff employed on a number of Training Support and related administrative tasks. If the scope is likely to be considerable, and not covered by Recurring Services, then the optional clause for S&Q Service may be included.

Related Clauses/Documents:

DSD-TNG-SERV

Optional Clauses: None.

6.2.3 Analyse Change Requests for Training

Status: Optional

Purpose: To require the Contractor to analyse requests for changes to the Training Materials including, if required, the TRSs and any other element of the LMPs.

Policy: Nil

Guidance: This clause requires the Contractor to scope the effort involved in developing an update to Training. This is the first of three clauses (6.2.3, 6.2.4 and 6.2.5) that establishes a framework for undertaking changes to Training.

Depending on the nature of the trigger, changes may be required to various Training Materials, including the TRS and different sections of the LMPs. These documents are sequential in development (eg, a change to competencies will change the TRS and all of the LMP sections; however, a change to the curriculum may only affect sections of the LMP).

The analysis of a proposed change to Training could be triggered by evaluation results (refer DSD-TNG-MGT), intended to complement a Major Change, as a revision of preferred Training delivery methods, or another event.

Clause 6.2.3 identifies Training Materials to be considered when analysing a change. Drafter's may amend this list if more specific detail is required, The result of this clause is a report that includes the scope of work and schedule should the change to Training proceed under clauses 6.2.4 and 6.2.5.

Related Clauses/Documents:

Clause 6.2.4, Developmental Activities for Changes to Training

Clause 6.2.5, Mandated System Reviews for Training Development

DSD-TNG-MGT for overall Training management

Optional Clauses: None

6.2.4 Developmental Activities for Changes to Training

Status: Optional

Purpose: To require the Contractor to develop changes to the Training Materials including, if required, changes to the TRS and any element of the LMP.

Policy: Nil

Guidance: This clause requires the Contractor to develop changes to Commonwealth-sponsored Training courses. The clause is structured around the five-phases described in the SADL, with the initial evaluation conducted under DSD-TNG-MGT, then the 'analyse, design, develop, conduct (as a pilot course) and evaluate (the pilot course) phases' under this DSD, thereby completing the cycle.

This clause, along with clauses 6.2.3 and 6.2.5, provides a framework to develop changes to Training as S&Q Services. The scope for an individual change will be defined within an S&Q Order based on clause 6.2.4.4. For example, if the change relates only to a Training and Assessment strategy, then the S&Q Order may begin with the 'design activities' (clause 6.2.4.46.2.4.4d) because the TRS, a result of the 'analyse' activities (clause 6.2.4.46.2.4.4c), is unaffected. Accordingly, the clauses can be retained without change as the individual tasks are tailored by the S&Q orders.

The template clauses require the major products of the process (ie, TRS, Draft LMPs and Final LMPs including the Training Materials) to be delivered as data items to the Commonwealth. Other intermediate products used by the SADL as part of the Training cycle are considered to be supporting information made available under clause 6.2.4.46.2.4.4o. Alternatively, additional Deliverables could be added to this clause or through the individual S&Q Order.

DID-ILS-DEF-TRS and DID-ILS-DES-LMP, sourced from the *ASDEFCON (Strategic Materiel)* templates, define the requirements for a TRS and LMP, respectively. These DIDs are mostly relevant for new TRSs and LMPs but, in the case of updates, the Contractor will primarily be amending existing documents.

These clauses may be used in conjunction with the development of a Major Change (refer DSD-ENG-SERV), and sub-clauses within this clause 6.2.4 may be referenced within the one S&Q Order under which a Major Change is developed.

Related Clauses/Documents:

Clause 6.2.3, Analyse Change Requests for Training

Clause 6.2.5, Mandated System Reviews for Training Development

DSD-TNG-MGT for overall Training management, including RTO requirements

DSD-ENG-SERV for the development of Major Changes

DID-ILS-DEF-TRS, which specifies requirements for Contractor-provided data in a TRS

DID-ILS-DES-LMP, which specifies requirements for Contractor-provided data in a LMP

Optional Clauses: None

6.2.5 Mandated System Reviews for Training Development

Status: Optional

Purpose: To provide a structured mechanism by which the Commonwealth gains insight into the Contractor's development or update of Training courses.

Policy: Nil

Guidance: This clause requires the Contractor to undertake Mandated System Reviews, specifically targeted at Training development, to enable the Commonwealth to understand the progress of the development program and to action (Review, Approve or Accept) the resulting deliverables. Mandated System Reviews also allow for the Commonwealth to plan involvement (eg, in preparation for the delivery and Verification of new or modified Training courses).

The clauses for Mandated System Reviews are provided in DSD-ENG-SERV. If DSD-ENG-SERV is not included in the Contract, the applicable clauses will need to be copied from that DSD and included under this clause.

Like clauses 6.2.3 and 6.2.4, clause 6.2.5 sets up a framework for developing changes to Training that is adapted to each change through an S&Q Order (scoped under clause 6.2.3). Accordingly, unless additional formal reviews are to be added to the framework, there is no need to amend this clause.

Related Clauses/Documents:

Clause 6.2.3, Analyse Change Requests for Training

Clause 6.2.4, Developmental Activities for Changes to Training

DSD-ENG-SERV for the clauses relating to Mandated System Reviews

Optional Clauses: None

DETAILED SERVICE DESCRIPTION

1. **DSD NUMBER:** DSD-TNG-TMS-V5.2
2. **TITLE:** TRAINING MATERIALS SUPPORT SERVICES
3. **DESCRIPTION AND INTENDED USE**
 - 3.1 This DSD defines the requirements for evaluating and updating Training Materials as part of the Services to be provided, including in relation to both Commonwealth-sponsored Training and Contractor-sponsored Training.
4. **INTER-RELATIONSHIPS**
 - 4.1 This DSD forms part of the SOW.
 - 4.2 This DSD must be applied in conjunction with Training Services defined in the Training Support requirements of the SOW and the other associated DSDs.
5. **APPLICABLE DOCUMENTS**
 - 5.1 The following documents form a part of this DSD to the extent specified herein:

Note to drafters: Edit the list of documents in the table below for the requirements of this DSD (ie, include relevant references for the upkeep of Training Materials). Do not include reference to Defence policy (eg, Defence Learning Manual) unless the obligations for contractors are explicitly set out in the referenced policy; otherwise, these types of documents can be open to interpretation within a contract. Drafters should note that Defence policy requires the Systems Approach to Defence Learning to be applied to all Defence training. Drafters should consult the relevant service training authorities to determine the need for reference to single service training manuals.

SADL	<i>Systems Approach to Defence Learning</i>
ANP3702	<i>Royal Australian Navy Training</i>
Army Training Instruction (ATI) 1-9/15	<i>Developing Training for New Capabilities</i>
	<i>Standards for Vocational Education and Training (VET) Accredited Courses 2021</i>

6. SERVICE DESCRIPTION**6.1 Introduction****6.1.1 Scope of DSD**

Note to drafters: Provide an overview of the scope of the Services by adding the applicable Training courses to the sub-clause list. Refer to the guidance for further options.

- 6.1.1.1 The Contractor shall provide Services, as described in this DSD, in support of the Training Materials identified in Annex A to this SOW, which are required for the following types of Training:
 - a. Commonwealth-sponsored Training; and
 - b. Contractor-sponsored Training.
- 6.1.1.2 The Contractor acknowledges and agrees that, if curricula, delivery materials and/or other Training Materials for a Training course are not formally grouped as a Learning Management Package (LMP), as described in the SADL, or as a training package for a nationally recognised VET qualification, then the various Training Materials associated with that Training are to be collectively treated as a LMP for the purposes of this DSD.

Note: 'Training materials' used for Training delivery are contained in section 4 of an LMP. These are only a subset of the Training Materials defined in the Glossary.

6.2 Services

6.2.1 General

Note to drafters: If only a portion of an Applicable Document listed in clause 5 is applicable, then the following clause should be modified so that only parts relevant to the Contractor are addressed. Drafters need to insert the governing plan for Training Support, as per the SOW.

6.2.1.1 The Contractor shall provide Services in support of the Training Materials identified at clause 6.1.1.1 in accordance with the applicable documents listed in clause 5 of this DSD, as tailored by the Approved [...INSERT 'TSP' OR 'SSMP'...].

6.2.2 Maintenance of Training Materials for Commonwealth-sponsored Training

6.2.2.1 Subject to clause 6.2.2.2, the Contractor shall maintain and update the Training Materials for Commonwealth-sponsored Training, which are identified at clause 6.1.1.1, to ensure that the Training Materials remain current from day-to-day.

6.2.2.2 Except where otherwise agreed by the Commonwealth Representative, in writing, the updates developed by the Contractor under clause 6.2.2.1 shall:

- a. only address updates that are minor in nature, such as editorial corrections, changes to names of organisations, updates of reference to policies and other documents, or similar changes;
- b. be consistent with the requirements defined within the LMPs;
- c. be provided in the same style and format, and using the same Software packages, as the existing Training Materials; and
- d. be delivered to the Commonwealth Representative for Approval, prior to being incorporated into the Commonwealth-sponsored Training Materials.

6.2.2.3 The Commonwealth Representative shall provide Approval or non-Approval of an update to Training Materials for Commonwealth-sponsored Training within 20 Working Days (or other timeframe advised by the Commonwealth Representative) of receiving the proposed update from the Contractor under clause 6.2.2.26.2.2.2d.

6.2.2.4 Where the Contractor identifies changes to Training Materials for Commonwealth-sponsored Training that extend beyond the scope of clause 6.2.2.1 (eg, changes to a unit of competency, the Training and assessment strategy, or other significant change), the Contractor shall advise the Commonwealth Representative of the nature and approximate scope of the required changes.

6.2.2.5 Subject to the recommendations made by the Contractor under clause 6.2.2.4, the Commonwealth Representative may request the Contractor to analyse the further development of the Training Materials in accordance with clause 6.2.3.

6.2.3 Analyse Change Requests for Training

Note: Change requests may result from clause 6.2.2.5, changing requirements for VET courses (from time to time), a Major Change or Minor Change to related equipment, or other event.

6.2.3.1 When requested by the Commonwealth Representative, in writing, the Contractor shall:

- a. analyse the request for a change to Training to determine whether or not the proposed change has merit, and is correctly scoped, before committing to the full developmental processes required under clause 6.2.4 of this DSD; and
- b. provide a report to the Commonwealth Representative, within 20 Working Days of receiving the request (or other timeframe agreed between the parties) that provides the analysis of the costs, benefits and risks associated with the requested change to Training.

6.2.3.2 Unless otherwise specified by the Commonwealth Representative, the analysis of the requested change to Training shall provide sufficient detail for initial assessment of the importance of the change and the resources required to undertake the change, including:

- a. the scope of proposed change including, as applicable, changes to:
 - (i) units of competency and the Training Requirements Specification;

- (ii) the Training and assessment strategy;
- (iii) Training modules and course design;
- (iv) the Training Materials within the LMP; and
- (v) associated Training Equipment;
- b. the reason for and/or benefit to be achieved by the change;
- c. risks to development, implementation and support;
- d. any Training required for Personnel who were trained using the LMP prior to the implementation of the proposed change (ie, the need for gap Training);
- e. estimated costs (including cost tolerances) and resource requirements, both to implement the change and for ongoing Training delivery and support;
- f. assessed priority;
- g. operational impact of either proceeding or not proceeding with the development of the proposed change; and
- h. if LMP(s) are related to 'training packages' for nationally recognised VET courses, the need for updates or changes to the course accreditation.

Option: Include this clause if the analysis of Training change requests will not be performed as Recurring Services.

6.2.3.3 Analysis of change requests requested by the Commonwealth Representative under this clause 6.2.3 shall be conducted as S&Q Services.

6.2.4 Developmental Activities for Changes to Training

6.2.4.1 The Contractor acknowledges and agrees that the provisions of this clause 6.2.4 can be used to govern the development of:

- a. changes to existing Training courses; and
- b. new Training courses arising out of changes to the Products Being Supported.

6.2.4.2 The Contractor shall undertake the development of changes to Training as S&Q Services.

6.2.4.3 The Contractor shall ensure that all Contractor and Subcontractor activities are consistent with the Approved work plan and Approved [...INSERT 'TSP' OR 'SSMP'...] for each set of changes to Training.

6.2.4.4 The Contractor's work plan required under clause 6.2.4.3 shall include, unless otherwise agreed in writing by the Commonwealth Representative:

- a. a supplementary management plan, to be Approved by the Commonwealth Representative, that tailors the Approved [...INSERT 'TSP' OR 'SSMP'...] and other applicable Contract plans, in order to address the required changes;
- b. the conduct of all Mandated System Reviews for Training Development required by the Commonwealth Representative in accordance with clause 6.2.5;

Note: The following clause relates to the 'analyse' phase of the SADL.

- c. the following activities to analyse the changes to Training:
 - (i) a performance needs analysis;
 - (ii) the identification of any required changes to job specifications and competency requirements; and
 - (iii) the development, delivery and update of the Training Requirements Specification (TRS) affected by the change in accordance with CDRL Line Number TNG-200;
- d. the requirement for the Commonwealth Representative to either Approve or Accept, as applicable, the TRS before designing any changes to Training;

Note: The following clause relates to the 'design' phase of the SADL. Note also, 'Draft LMP' and 'Final LMP' refer to the number of completed sections in an LMP, not an approval status.

- e. in order to satisfy the requirements of the Approved or Accepted TRS (as applicable), the following activities to design the changes to Training:
 - (i) the development, delivery, and update of the Draft LMP(s) affected by the change in accordance with CDRL Line Number TNG-210;
 - (ii) the notification to the Commonwealth Representative of required changes to Training Equipment, Facilities, and information systems and Technical Data used in Training but not developed as Training Materials (eg, operator and maintenance manuals); and
 - (iii) for nationally recognised VET courses, the notification to the Commonwealth Representative of required changes to the accreditation;
- f. the requirement for the Commonwealth Representative to Approve the Draft LMP(s) before developing any changes to Training;

Note: The following clause relates to the 'develop' phase of the SADL, which includes the conduct and evaluation of trial courses. The 'conduct' phase involves Training delivery through DSD-TNG-DEL, if included in the Contract.

- g. in order to satisfy the Approved Draft LMP(s), the following activities to develop the changes to Training:
 - (i) the development, delivery and update of the Final LMP(s) in accordance with CDRL Line Number TNG-220;
 - (ii) the development, delivery and update of other Technical Data used but not developed as Training Materials (if not updated through other means); and
 - (iii) the identification, design, development or modification, construction, Verification and Validation (V&V), delivery, installation, and Acceptance for, as applicable, all Support Resources, including Training Equipment and Training Materials, required to conduct Training that is inclusive of the changes;
- h. the requirement for the Commonwealth Representative to Approve the draft version of the Final LMP(s) before conducting trial Training course(s) for the purposes of evaluating the changes to Training;
- i. the following activities to trial the changes to Training in accordance with the draft Final LMP(s):
 - (i) coordination with the Commonwealth Representative regarding (as applicable) the nomination of trainees, including the use of Personnel who are already qualified in the subject, if considered appropriate by the Commonwealth Representative;
 - (ii) coordination with the Commonwealth Representative regarding (as applicable) the use of new or modified Government-furnished Training Equipment, Facilities, or information systems;
 - (iii) conduct of the preparation activities and administrative arrangements, including arranging the venue, providing joining instructions to the students nominated by the Commonwealth Representative, ensuring that the necessary Training Materials will be available for the students when required, and ensuring that the Training Equipment, instructors and other preparatory requirements will be available when required;
 - (iv) conduct of the trial Training course(s); and
 - (v) evaluation of the trial Training course(s);
- j. in relation to conduct of the trial Training course(s), the requirement for the Commonwealth Representative to:
 - (i) be invited to witness the Training;

- (ii) witness the Training;
- (iii) evaluate the Training course(s), including by persons nominated by the Commonwealth Representative (which may involve Independent V&V (IV&V) contractors); and
- (iv) Approve the disposition of all Issues with the Training course(s) that are assessed as significant by the Commonwealth Representative;

Note: The following clause relates to the 'evaluate' phase of the SADL.

- k. the requirement for the Contractor to evaluate the trial Training course in order to:
 - (i) Verify that the updated Training, conducted in accordance with the draft version of the Final LMP(s), meets the requirements of the TRS(s);
 - (ii) Validate that the updated Training, conducted in accordance with the Final LMP(s), can be delivered in the intended environment to provide trainees with the required competencies, skills and knowledge; and
 - (iii) demonstrate to the Commonwealth Representative, through the presentation of V&V results, that further development and the conduct of additional trial Training course(s) are not required;
- l. the requirement for the Contractor to update the draft version of the Final LMP(s) in accordance with CDRL Line Number TNG-220 to include any improvements identified from the V&V of the trial Training course(s);
- m. the requirement for the Commonwealth Representative to either Approve or Accept, as applicable, the final version of the Final LMP(s);
- n. for nationally recognised Training courses, the requirement for the Contractor to obtain on the behalf of, or to assist the Commonwealth in obtaining, updates to the accreditation of the Training; and
- o. the requirement for the Contractor to make available, all supporting information related to the analysis, design, development, conduct of trail Training courses, and the evaluation of Training undertaken in accordance with this clause 6.2.4.

6.2.5 Mandated System Reviews for Training Development

Note to drafters: The following clause requires DSD-ENG-SERV to be included in the Contract; otherwise, drafters will need to transfer the required clauses from DSD-ENG-SERV.

- 6.2.5.1 The Contractor shall conduct the following Mandated System Reviews for Training development, in accordance with the Approved [...INSERT 'TSP' OR 'SSMP'...] and clause 6.2.10 of DSD-ENG-SERV, when requested by the Commonwealth Representative:
 - a. a Performance Needs Analysis Review;
 - b. a Training Design Review;
 - c. a Training Course Readiness Review; and
 - d. a Training change completion audit.
- 6.2.5.2 The Contractor acknowledges that the objective of a Performance needs analysis review is to review the TRS and supporting information and, if necessary, to update plans for the design of changes to Training.
- 6.2.5.3 The Contractor acknowledges that the objective of a Training Design Review is to review the Draft LMP and supporting information and, if necessary, to update plans for the development of changes to Training.
- 6.2.5.4 The Contractor acknowledges that the objective of a Training Course Readiness Review is to review the draft Final LMP and supporting information, and to coordinate requirements for the pilot Training course.
- 6.2.5.5 The Contractor acknowledges that the objective of the Training Change Completion Audit is to review the Final LMP and supporting information, and to discuss Approval or Acceptance (as applicable) for the LMP, inclusive of all post-pilot course updates.

- 6.2.5.6** The Contractor shall conduct Mandated System Reviews for Training development as S&Q Services.