



**Australian Government**  

---

**Department of Defence**

# **ASDEFCON (SUPPORT SHORT)**

## **Statement of Work Tailoring Guide**

**Guidance on the draft clauses in the  
ASDEFCON (Support Short) Statement of Work Templates**

## Note to Defence Staff and External Agencies

Defence staff and external agencies intending to use the associated template will need to tailor it in order to meet their specific procurement requirements (including relevant internal guidance) and should seek appropriate professional guidance as required.

## Disclaimer

The information in this publication is provided by DMO for the purpose of disseminating procurement guidance to its staff. While every effort has been made to ensure that this publication is accurate and up-to-date, any user should exercise independent skill and judgment before relying on it. Further, this publication is not a substitute for independent professional advice and users external to the DMO should obtain appropriate advice relevant to their particular circumstances.

DMO does not make any representation or warranty about the accuracy, reliability, currency or completeness of any material contained in this publication and nothing in this publication should be considered a representation by the Commonwealth. In publishing this information, DMO do not warrant that the information will be used in any particular procurement process. DMO are not liable for any loss resulting from any action taken or reliance made on any information or material in this publication (including, without limitation, third party information).

## Copyright

Commonwealth of Australia 2012



With the exception of the Commonwealth Coat of Arms, this publication is provided under a [Creative Commons Attribution 3.0 Australia](#) licence. The details of the relevant licence conditions are available on the Creative Commons website (accessible using the links provided) as is the [full legal code for the CC BY 3.0 AU licence](#).

This publication should be attributed as *ASDEFCON (Support Short) Statement of Work Tailoring Guide*.

## Use of the Coat of Arms

The terms under which the Coat of Arms can be used are detailed on the [It's an Honour](#) website.

## Feedback

All feedback on this publication and suggestions for improvement should be sent to:

[SOASDEFCONSOW.Support@defence.gov.au](mailto:SOASDEFCONSOW.Support@defence.gov.au)

## Amendment Record

Version	Release Date	Closure Date	Description of Amendments
1.0	December 2012		Initial Release

TABLE OF CONTENTS

page

**USING THE TEMPLATE AND SOW TAILORING GUIDE.....I**

- Purpose and Scope.....i
- Definitions, Acronyms and Abbreviations.....i
- Referenced Documents.....i
- Application of *ASDEFCON (Support Short)*..... ii
- Template Selection..... iii
- Advice to Tenderers ..... iv
- About the Conditions of Tender ..... iv
- About the Conditions of Contract ..... v
- About the SOW ..... v
- Data Item Descriptions ..... vii
- Performance Measurement..... viii
- Tailoring the Draft Statement of Work..... viii
- Recommended Tailoring and Development Approach ..... ix
- Template and SOW Tailoring Guide User Tips..... xi
- Word Processing Tips ..... xii

**ASDEFCON (SUPPORT SHORT) STATEMENT OF WORK .....1**

- 1. SCOPE.....1**
  - 1.1 Purpose.....1
  - 1.2 Background.....1
- 2. GENERAL REQUIREMENTS.....3**
  - 2.1 Scope of Work.....3
  - 2.2 Rate of Effort.....4
  - 2.3 Deliverable Data Items.....5
- 3. SUPPORT SERVICES MANAGEMENT .....7**
  - 3.1 Support Services Planning.....7
  - 3.2 Contract Reporting.....8
  - 3.3 Contract Performance Reviews .....9
  - 3.4 Services Performance Reviews .....10
  - 3.5 Administrative Arrangements for Reviews .....10
  - 3.6 Ad Hoc Meetings.....11
  - 3.7 Subcontractor Management.....11
  - 3.8 Coordination and Cooperation .....12
  - 3.9 Maintenance of Contractual Documents.....12
  - 3.10 Contractor Managed Commonwealth Assets .....13
  - 3.11 Government Furnished Material Management .....14

3.12	Defence Security Compliance.....	15
3.13	Quoting for Survey and Quote Services .....	16
3.14	Remediation.....	17
<b>4.</b>	<b>OPERATING SUPPORT.....</b>	<b>19</b>
4.1	General Requirements for Help Desk Services .....	19
4.2	Management of Help Desk Requests .....	20
<b>5.</b>	<b>ENGINEERING SUPPORT.....</b>	<b>22</b>
5.1	General Requirements for Engineering Services .....	23
5.2	Technical Regulation of Engineering Support .....	24
5.3	Configuration Management.....	26
5.4	Engineering Investigations.....	27
5.5	Technical Instruction Development.....	28
<b>6.</b>	<b>MAINTENANCE SUPPORT .....</b>	<b>30</b>
6.1	General Requirements for Maintenance Services .....	30
6.2	Technical Regulation of Maintenance Support.....	32
6.3	Contractor Maintenance Management System .....	34
6.4	Authority to Fit.....	35
6.5	Cannibalisation.....	36
6.6	Beyond Economic Repair and Beyond Physical Repair.....	36
6.7	Maintenance Investigations .....	37
6.8	Implementing Non-Standard Repairs and Deviations.....	37
6.9	Incorporating Modifications, Alterations, and Technical Instructions.....	38
<b>7.</b>	<b>SUPPLY SUPPORT.....</b>	<b>39</b>
7.1	General Requirements for Supply Services.....	40
7.2	Supply Management System .....	40
7.3	Requirements Determination .....	42
7.4	Procurement of Non-Repairable Items .....	42
7.5	Care for Contractor-Held Stock Items.....	43
7.6	Delivery of Stock Items .....	43
7.7	Disposal .....	43
<b>8.</b>	<b>TRAINING SUPPORT.....</b>	<b>44</b>
8.1	General Requirements for Training Services.....	45
8.2	Training Schedule .....	46
8.3	Course Joining Instructions.....	46
8.4	Training Venues.....	46
8.5	Training Equipment.....	46
8.6	Training Materials .....	47
8.7	Training Assessment .....	48

- 8.8 Post Training Reporting .....48
- 8.9 Maintenance of Training Materials.....49
- 9. SUPPORT RESOURCES .....50**
  - 9.1 Personnel.....50
  - 9.2 Technical Data .....51
  - 9.3 Support and Test Equipment and Training Equipment.....52
  - 9.4 Packaging .....53
- 10. QUALITY MANAGEMENT .....55**
  - 10.1 Contractor Quality Responsibilities .....55
  - 10.2 Quality Management Planning.....56
  - 10.3 Quality Systems, Process and Product Non-Conformances .....56
  - 10.4 Commonwealth Representative Approval of Non-Conforming Services.....56
- 11. HEALTH, SAFETY AND ENVIRONMENT .....57**
  - 11.1 Problematic Substances and Problematic Sources.....58
  - 11.2 Environmental Management.....64
  - 11.3 Work Health and Safety .....67
  - 11.4 Incident Reporting.....72
- STATEMENT OF WORK ANNEXES.....76**
  - Introduction.....76
  - SOW Annex A – List of Products Being Supported .....76
  - SOW Annex B – Mandated Defence Information System Use.....77
  - SOW Annex C – Contract Data Item Descriptions.....78
  - SOW Annex D – Training Course Details .....78
  - SOW Annex E - Approved Problematic Substances and Problematic Sources .....78
- ANNEX A – ASDEFCON (SUPPORT SHORT) CONTRACTING SCENARIOS .....1**
  - 1. INTRODUCTION.....1**
    - 1.1 Purpose.....1
    - 1.2 Background.....1
  - 2. CONTRACT EXAMPLES AND CONTRACTING REQUIREMENTS.....1**
    - 2.1 Example #1 .....1
    - 2.2 Example #2 .....2
    - 2.3 General Requirements and Scope.....2
    - 2.4 A Word Picture .....3
  - 3. ASDEFCON (SUPPORT) COMPARISON .....5**
    - 3.1 Comparison.....5
    - 3.2 Statement of Work .....6
    - 3.3 Conditions of Contract .....10



## Using the Template and SOW Tailoring Guide

### Purpose and Scope

The Australian Standard for Defence Contracting (ASDEFCON) template for smaller-scale support contracts, *ASDEFCON (Support Short)*, is a versatile template used for drafting moderate to low complexity contracts that provide Services that support Defence materiel and stand-alone equipment. This versatility means that drafters need to tailor the clauses and annexes of the template for each application.

The purpose of this SOW Tailoring Guide is to provide drafters with guidance for selecting optional elements and tailoring the clauses within the Statement of Work (SOW) template to meet individual program needs.

The scope of this SOW Tailoring Guide addresses the main body of the SOW while providing references other elements of the template (eg, Data Item Descriptions) where necessary. Drafters should also refer to the guidance and notes to drafters embedded within these other elements. The SOW and the SOW Tailoring Guide should be read in conjunction and used together.

### Definitions, Acronyms and Abbreviations

Capitalised terms, acronyms and abbreviations used throughout the guide have the meanings that are specified in clauses 1 to 3 of the Glossary at Attachment C to the *ASDEFCON (Support Short)* draft Conditions of Contract (COC).

The table below lists those acronyms and abbreviations used in this SOW Tailoring Guide that are in addition to the Glossary.

Abbreviation	Description
DOR	Description of Requirement
MSA	Materiel Sustainment Agreement
OCD	Operational Concept Document

The table below lists those definitions used in this SOW Tailoring Guide that are in addition to the Glossary.

Term	Definition
Contract (Acquisition)	means a separate contract that was or is being used to acquire Products. Used to distinguish an acquisition contract from the Contract when both are being discussed.
Contract (Support)	has the meaning of Contract in the <i>ASDEFCON (Support Short)</i> Glossary. Used to distinguish the Contract from an acquisition contract when both are being discussed.

### Referenced Documents

Documents referenced in the SOW Tailoring Guide and the *ASDEFCON (Support Short)* templates are listed under Attachment C (of the conditions of contract).

The table below lists those referenced document used in this SOW Tailoring Guide.

Reference	Description
	ASDEFCON Contract Template Selection and Tailoring Guide
Asset Library	ASDEFCON Asset Library (hosted on the Defence intranet)
Philosophy Volume	ASDEFCON Handbook – Philosophy behind the ASDEFCON Templates
	ASDEFCON (Support) SOW Tailoring Guide
SOGMS	ASDEFCON (Standing Offer for Goods and Maintenance Services) template

## **Application of ASDEFCON (Support Short)**

---

The *ASDEFCON (Support Short)* SOW template was developed to assist DMO System Program Offices (SPOs) and project teams to prepare the SOW that underpins the Request for Tender (RFT) and, ultimately, a moderate to low complexity Contract for Services to support Defence materiel / equipment through moderate to low complexity contracts.

Support contracts can arise under a number of different circumstances, including where:

- a. the Contract (Acquisition) and the Contract (Support) are awarded to the same tenderer (ie, the successful tenderer becomes both the acquisition and support contractor);
- b. the support requirement is direct / sole-sourced to the contractor from whom the Commonwealth separately procured the materiel / equipment (ie, the acquisition contractor subsequently becomes the support contractor);
- c. the Commonwealth decides to request tenders for a new Contract (Support) following an existing Contract (Support), or where Defence was conducting support in-house and subsequently decided to test the market for the provision of support; and
- d. the Commonwealth determines that it will be beneficial to follow a Contract (Acquisition) with a number of specialised contracts; for example, a fleet of major systems may be supported using an *ASDEFCON (Support)* contract while some subordinate Repairable Items and Support and Test Equipment will be supported using *ASDEFCON (Support Short)*-based contracts.

A Contract (Support) that utilises the *ASDEFCON (Support Short)* template would typically provide Services to support a type or a group of similar Products. Contracts that use the *ASDEFCON (Support Short)* template would have the characteristics and limitations described below:

- a. The Products are Repairable Items from a larger 'complex Mission System' or stand-alone equipment that itself is classed as a Repairable Items (ie, the Products are not a ships, aircraft, armoured vehicles, or similarly complex systems). Refer to the *ASDEFCON (Support) SOW Tailoring Guide*, Annex A, scenarios #3 and #4.
- b. The value of the Contract (Support) is likely to be a few hundred thousand dollars per year, although this could reach \$1 or 2 million per year, but only if the Services are well defined and governance requirements are minimal. Note that there is no 'hard limit' on the Contract value, but the template provides only limited insight into Contractor processes and the embedded corporate governance provisions may be inadequate for higher value contracts.
- c. The Contract is managed using a single plan, the Support Services Management Plan (SSMP) or the SSMP and an optional Maintenance Management Plan (MMP) only.
- d. The Contract may include complex, specialist Services (eg, non-destructive inspection), but the template does not include the level of technical regulation generally needed for larger scale / system-level Engineering and Maintenance Services.
- e. There are no Government Furnished Services provided for under the contract, although Defence can allow access to Defence information systems.
- f. Contractor Personnel will not be located on Commonwealth Premises (may be temporary visitors) and no Government Furnished Facilities will be offered.
- g. The Contractor is unlikely to operate the primary Products in an operational role (although there may be exceptions). This is consistent with the Contractor not residing at Commonwealth Premises.
- h. Engineering Services do not include the development of engineering change proposals for major changes or software changes in accordance with their own plans. The development of some engineering changes may be possible as a logical extension of engineering investigations, as an S&Q Service, although the engineering change proposal must be managed by the SPO through its configuration control processes.
- i. Maintenance Services do not apply to work on major systems and platforms (as a whole); however, this does not exclude the removal and replacement of Products from major systems and platforms where the Contractor is responsible for those subordinate Products.



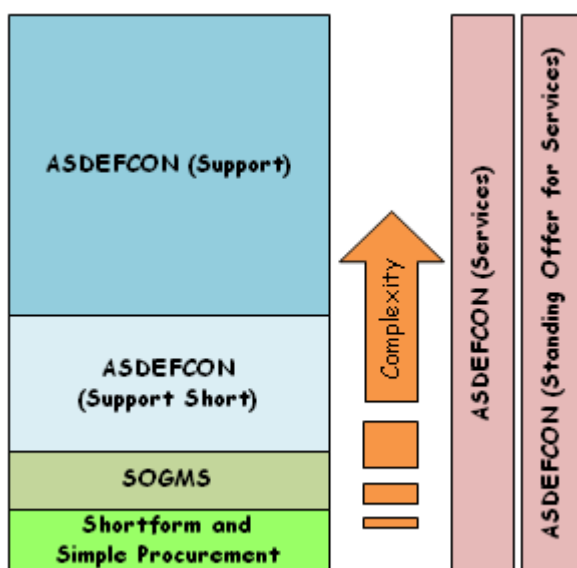
- j. Supply Services do not include the provision of warehousing Services for access by Defence personnel; however, the contractor may store Products for Defence. The Services do not include the provision of Repairable Items; however, these could be undertaken as Task-Priced or S&Q Services (ie, similar to *ASDEFCON (Standing Offer for Goods and Maintenance Services)* contracts).
- k. Training Services are limited to the delivery of Training courses and only minor updates to Training materials. The template does not include course redevelopment or the management of students other than course-by-course administration.
- l. There will be few, if any, Subcontractors, as a result of the limited scope and Contract value. Approved Subcontractor’s activities must be planned and reported, but this is managed by the Contractor and not through a flow down of the Contract’s specific planning and reporting requirements. Access provisions will still apply to these Subcontractors.
- m. There is no separate / formal work breakdown structure or contract schedule – the price and payments schedule defines the breakdown structure and schedules may be included in the SSMP.
- n. Due to limited governance and without significant technical regulatory requirements or Government Furnished Facilities, the template is unlikely to be suited to complex classified work or work involving explosive ordnance.

If the proposed contract does match the characteristics described, or does not fit within the identified limitations, then the *ASDEFCON (Support)* template is most likely required. If the proposed contract appears considerably less complex (eg, a simple standing offer) then *ASDEFCON (Standing Offer for Goods and Maintenance Services)* may be more appropriate. Refer to the following section for a general overview of template selection and the use of other ASDEFCON templates.

**Template Selection**

After having developed a procurement strategy (or acquisition and support implementation strategy), the next step in raising RFT documents is to select the appropriate ASDEFCON template. The *ASDEFCON (Support Short)* template would be selected when it best suits the requirements of the procurement strategy compared to the other templates available. Further information on template selection is included in the *ASDEFCON Contract Template Selection and Tailoring Guide*, available on the Defence Restricted Network.

In terms of complexity, *ASDEFCON (Support Short)* fits between the *ASDEFCON (Support)* template and the *ASDEFCON (Standing Offer for Goods and Maintenance Services)* template. The following paragraphs briefly describe the application for each of the three sets of templates.



The *ASDEFCON (Support)* SOW template is a highly-scalable template. The situations where *ASDEFCON (Support)* can be applied are described by ‘support scenarios’ contained at Annex A to the *ASDEFCON (Support) Tailoring Guide*. These range from support scenario #1, for total contractor support of complex systems, through to support scenario #4, as the least complex contracts, which could be applicable to just a single set of Repairable Items. However, due to the need to cater for highly-complex support contracts, the structure of *ASDEFCON (Support)* can become cumbersome in a less complex contracting situation, which is where the next two templates may be more easily adapted.

The *ASDEFCON (Support Short)* template was developed for contracts primarily in support scenario #4, and the less complex of those contracts described by support scenario #3 of the *ASDEFCON (Support) Tailoring Guide*. This template still allows for a broad range of

Services to be provided, although few contracts would use all of the possible Services as this is likely to create a level of complexity that is more likely to be suited to the *ASDEFCON (Support)* template.

The *ASDEFCON (Support Short)* template has reduced governance requirements in terms of planning, reporting and insight into other Contractor (Support) activities, when compared to *ASDEFCON (Support)*. Accordingly, the selection of *ASDEFCON (Support)* or *ASDEFCON (Support Short)* may be based on the complexity, risk, and need for Defence insight.

Where the requirements of a specific Contract (Support) exceed those of the *ASDEFCON (Support Short)* template, drafters should consider either using the *ASDEFCON (Support)* template instead, or seeking advice regarding the up-scaling of the *ASDEFCON (Support Short)* template.

For less complex support contracts, where Services are limited to Maintenance and the Supply of Non-Repairable Items or some replacement Repairable Items for a small range of Products, the *ASDEFCON (Standing Offer for Goods and Maintenance Services)* may be more appropriate. At the least complex level, simple procurement procedures can be applied to acquire one-off repairs or items.

*ASDEFCON (Services)* and *ASDEFCON (Standing Offer for Services)* may also be used in the provision of some support-related Services. For example, they could be used for specialist technical investigations or some training. However, these templates do not include the usual terms required to manage Services that are provided directly to Materiel Systems and Products.

Drafters should also refer the *ASDEFCON (Support)* or *ASDEFCON (Standing Offer for Goods and Maintenance Services)* templates and guidance when determining the most appropriate template for their Contract (Support). If the *ASDEFCON (Support Short)* template is selected, then this Tailoring Guide and the notes to drafters within the template will assist in the next stage of developing the RFT.

### **Advice to Tenderers**

---

Drafters should provide information that will assist tenderers to submit viable and competitive bids. Insufficient information will most likely result in misunderstandings as to the scope of the work to be undertaken, increase risk, and likely cause changes to the Contract (Support), with associated cost increases, after contract award.

Drafters should include information on the objectives of the proposed Contract (Support), the status of the Products to be supported, and other information that will give tenderers a comprehensive understanding of the support required. Drafters should also describe inter-relationships with the existing Support System (ie, interfaces to the proposed Contract (Support)). This information provides context and is of prime importance to tenderers who will not be able to cost-effectively gather this information (ie, where the added cost is disproportionate to the value of the Services required).

The Contract should align with a support concept and other higher level documents. If tendered in conjunction with a Contract (Acquisition), these documents may include the Description Of Requirement (DOR) or a technical specification. If the Contract (Support) is one of a number of contracts following a strategic-level Contract (Acquisition), these documents are likely to include the Operational Concept Document (OCD), Logistic Support Concept (LSC) (if not included in the OCD), Function and Performance Specification (FPS) and Support System Specification (SSSPEC). When requested in-service, the Contract should align to in-service planning documents such as a high-level Capability System Support Plan, Fleet Management Plan or Weapon System Support Plan. The Contract (Support) should also be consistent with the needs of a Product Schedule for a Materiel Sustainment Agreement (MSA) between the Defence Material Organisation (DMO) and a capability manager, although the applicable requirements for the Contract would be a devolved lower-level contribution to these high-level requirements.

Information may be provided to tenderers in the notes to tenderers and as background documents. Drafters should be aware that all notes to tenderers are deleted from the Contract when the final version is prepared for signature; thus, any notes providing context will be discarded at that time.

### **About the Conditions of Tender**

---

The conditions of tender (COT) contains both commercial and technical (work) requirements to be addressed by tenderers when submitting a compliant tender.

The Tender Data Requirements, contained in Annexes A to F, include requirements that relate to the tenderers ability to provide Services, should they become the Contractor. Other sections may require input related to the SOW; for example, structuring the lists of Services / work in the draft price and

payment schedule to reflect the required Services. In general, the SOW should be developed first and then the tender requirements updated to reflect the needs of the completed SOW.

**About the Conditions of Contract**

The conditions of contract (COC) contain the commercial provisions for the Contract and also reference other conditions, such as compliance with government policy and legal obligations.

When developing the SOW, drafters need to be aware of numerous COC clauses that are related to, and often need to be tailored consistently with, SOW clauses. The ‘related clauses’ identified against each SOW clause in this Tailoring Guide indicate the most relevant of the related COC clauses.

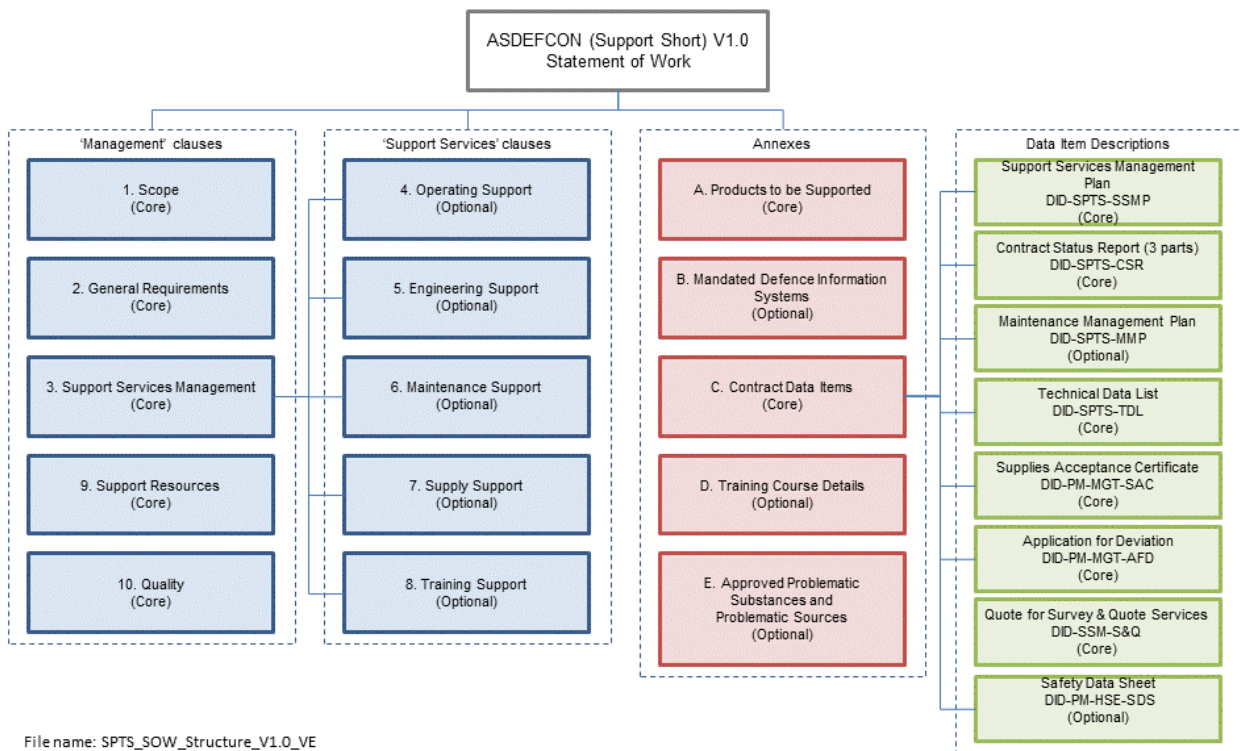
**About the SOW**

The SOW is that part of the Contract that defines the Services to be performed and the related scope of work that the Contractor is required to undertake. Under *ASDEFCON (Support Short)*, work may be defined by:

- a. the clauses that form the main body of the SOW;
- b. the Annexes to the SOW; and
- c. the Approved<sup>1</sup> plans required by the SOW.

Any of the documents above may also refer to recognised standards, technical manuals or quality management systems to define process and procedural level instructions.

Figure 1 shows the SOW structure, including the Annexes and Data Items Descriptions (DIDs) for data items.



**Figure 1: SOW Structure**

When drafting *ASDEFCON (Support Short)* contracts, drafters must consider the most appropriate documents for defining work requirements. If a Service function appears to be ‘absent’ from the body

<sup>1</sup> The term ‘Approved’ is defined in the Glossary with reference to SOW clause 2.3.

of the SOW, drafters need to determine if the requirement has actually been captured by an Annex, or by working in accordance with an Approved plan, before creating any new clauses.

For example, ASDEFCON (Support Short) SOW clause 3.1.1.1 requires the Contractor to “develop, deliver and update a Support Services Management Plan (SSMP) that complies with the requirements of DID-SPTS-SSMP”. The plan must be developed by the Contractor in accordance with the DID, including the details of processes to be followed. Once the SSMP is Approved by the Commonwealth Representative, the Contractor is required to “manage and perform the Services in accordance with the Approved SSMP”. Thus the details of how the work is to be performed are defined in the Approved SSMP (or process documents referenced by the plan), rather than the process being specified by detailed clauses within the SOW.

This approach accords with ASDEFCON guiding principles<sup>2</sup>, and allows the Contractor to tailor processes and adopt industry standards best suited to the Contract. In some circumstances, however, it may be necessary that clauses in the SOW task the Contractor to do something in a particular way (eg, as defined by a particular Technical Regulatory Authority (TRA)). Drafters should confirm that these processes have mandatory application before including them in the SOW.

There may be significant interaction between the Contractor and a support agency (eg, Joint Logistics Command) or another DMO Contractor (eg, for the Defence Integrated Distribution System). This interaction needs to be recognised and accommodated within the SOW – primarily via a coordination and cooperation clause. However, it is critical that the contractual relationship between the Contractor and the Commonwealth Representative (or duly authorised delegate) be preserved in order to avoid confusion or unintended changes to scope.

In accordance with ASDEFCON guiding principles<sup>3</sup>, all work to be performed by those in the Contractor’s organisation directly involved in providing the Services should be defined in the SOW<sup>4</sup> (including work defined through Approved plans). For example, there may be on-going work involved in maintaining agreements to access Technical Data from Product manufacturers, which the Commonwealth wants to see captured in the Recurring Services of the SOW rather than being hidden as an overhead or by becoming an additional charge. However, some activities will be required simply in order to comply with the COC. For example, the Contractor might need to arrange insurance and provide evidence of this to the Commonwealth. This type of activity could be described as work, but as it is not directly involved in providing or managing Services it is not be included in the SOW.

In accordance with good contracting practice, each separate requirement in the SOW should be specified in its own clause or subclause for clarity and ease of costing (ie, one cost per clause / function can be listed in the Price and Payment Schedule). The draft SOW is used at the tendering stage to define the work to be performed under the Contract and is therefore used by tenderers as the basis for developing their tender responses. Following successful negotiation, the agreed SOW becomes part of the Contract.

Drafters should understand how the SOW fits into the RFT as a whole as well as the full scope of the requirements. Drafters should discuss the requirements for the Contract with the relevant personnel, including the following, at the outset:

- a. Integrated Logistic Support (ILS) Manager or Logistics Manager;
- b. contracting advisers (eg, from Contracting Services Branch); and
- c. personnel from the identified support agencies, such as the Contracts Manager (if not the drafter), Engineering Manager and Finance Officer.

Drafters may wish to use the following questions as a guide to the completion of the draft SOW clauses:

---

<sup>2</sup> Refer to Principles 5 and 6 in section 1.5 of the ASDEFCON Handbook Philosophy Volume. Principle 5 is ‘Focus on Outcomes (not Process)’, while Principle 6 is ‘Work in Contractor Process Domain where Suitable’.

<sup>3</sup> Refer to Principle 3 in section 1.5 of the ASDEFCON Handbook Philosophy Volume, which is ‘Essential Supply Terms should be Certain and Reflect the Entire Scope of the Agreement’.

<sup>4</sup> This allows the actual work component to be identified and costed, separate from contract overheads.

- a. what has already been done (may be acquisition or in-service actions)?
- b. what remains to be done?
- c. why does it have to be done (eg, to comply with an instruction, such as a Defence policy)?
- d. where are the details specified (eg, DIDs, payment schedules, referenced documents)?
- e. where does it have to be done?
- f. when does it have to be done?
- g. who will do it (include an organisational chart where appropriate)?
- h. how will it be done (eg, in accordance with technical manuals)?
- i. who will fund it?

## Data Item Descriptions

---

### Role and Scope

DIDs are the means by which the Commonwealth specifies requirements for the data items to be delivered under the Contract. Data items may include management plans, reports, schedules, configuration management data, and any other items of required data. Drafters need to remain conscious that the data items required for the SOW are dependent on the scope of work, and need to be selected (and, if required, tailored) accordingly. As the *ASDEFCON (Support Short)* templates include only a small number of DIDs for planning and reporting purposes, this process is minimal.

All required data items are specifically invoked by clauses of the SOW; there should be no data items required that are not invoked by the SOW. DIDs should not duplicate information contained in the SOW and, similarly, the SOW should not duplicate information contained in the DIDs.

### Scheduling of Data Items

An important consideration is the delivery schedule for a data item. Plans may be required before Services can commence at the start of a Contract and reports may need to be delivered with sufficient time to allow for review prior to a meeting or before processing invoices. Drafters should take note of how the data items will be used and, where necessary, amend the delivery times accordingly.

### Standard Assets

By default, the *ASDEFCON (Support Short)* templates include several DIDs; however, common DIDs from *ASDEFCON (Support)* and other templates are also used. That is, the same DIDs are used by several templates. All *ASDEFCON (Support Short)* unique DIDs have DID numbers beginning with "DID-SPTS".

In general, it is preferable to use a 'standard asset' from the ASDEFCON Asset Library (ie, from this or other templates) or a nationally recognised specification (eg, Quality standards), rather than create new and unique DIDs, as this encourages a standard way of doing business between the DMO and industry.

All DIDs used, whether modified by the drafter or not, must be provided as part of the RFT and may be attached to SOW Annex C.

### Management Plans

*ASDEFCON (Support Short)* only includes two management plans. The SSMP is the main plan, which includes management for all of the applicable Services and Quality management. The SSMP should be concise, usually by summarising specific management requirements and referring to a quality management system or sets of instructions and technical manuals, which are accessible by the Commonwealth (upon request), and that provide additional detail.

An optional Maintenance Management Plan (MMP) may be specified for *ASDEFCON (Support Short)* Contracts when an MMP is needed for review by the applicable TRA.

### Reports

*ASDEFCON (Support Short)* includes a single report, the Contract Status Report (CSR). This report contains three parts that may be delivered at different times but should be delivered together when possible. Example delivery timings are:

- a. Part A: Contract Status – could be delivered annually to advise on the total status of the Contract, and may inform discussion points for an annual review meeting;
- b. Part B: Services Summary Report – could be delivered quarterly or six-monthly to report on the actual achievement of Services provided; and
- c. Part C: Commonwealth Assets Stocktaking Report – required quarterly to comply with Defence stocktaking policy.

### Developing new DIDs

If drafters need to develop several new DIDs, for additional data items, they should first reassess whether they should be using the *ASDEFCON (Support)* template instead of *ASDEFCON (Support Short)*. Existing ASDEFCON DIDs should be used if possible; otherwise, for new DIDs, the ASDEFCON guiding principles<sup>5</sup> should be referred to for general direction and consistency, as well as staff with appropriate specialist expertise.

New DIDs should be considered for addition to the pool of ‘standard assets’.

### Performance Measurement

---

By default, performance measurement under *ASDEFCON (Support Short)* is simple, using the CSR Parts A and B to report on activity and achieved performance to determine the suitability of the Services provided under the Contract. Other passive measures, such as monitoring and reporting via applicable information management systems (eg, MILIS) may also be used.

*ASDEFCON (Support Short)* also has an optional performance-based contracting module to define Key Performance Indicators (KPIs) and how measured results are converted into performance scores, using one or more look-up tables, and performance payments. Guidance is included within the add-on module.

### Tailoring the Draft Statement of Work

---

The *ASDEFCON (Support Short)* SOW template includes the core clauses and most optional clauses, while some additional clauses have been included in this SOW Tailoring Guide. As a convention, clauses that are not required are deleted and replaced with the words “Not used”. To identify which clauses may be removed for specific circumstances, clauses have been classified as:

- a. ‘Core’; or
- b. ‘Optional’.

Core clauses are those that must be included in all draft contracts. Some core clauses contain alphabetised internal options (eg, ‘Option A’ and ‘Option B’). These are referred to as ‘Core Options’ and only one of the options must be chosen. For example, SOW clause 10.1 requires the Contractor to have a Quality Management System (QMS); however, the QMS could be either certified by a third-party certification body (Option A) or by Defence Quality Assurance representatives (Option B). If a core clause contains subordinate options that are not alphabetised, drafters may choose as many of the options as required. Each of the options within a core clause is accompanied by a note to drafters and further advice in this SOW Tailoring Guide, to assist drafters in choosing an appropriate option.

Optional clauses, by contrast, are clauses that drafters may or may not use, dependent upon the requirements of the particular Contract. Some optional clauses must be used when certain circumstances are applicable, such as to meet technical regulatory requirements, and guidance is again provided within the notes to drafters and in this SOW Tailoring Guide. In some cases, optional clauses may be used in one or more combinations, either one clause or another or both. These situations are explained in the notes to drafters and also in this SOW Tailoring Guide.

The system of core and optional clauses is hierarchical. A core clause may be a subclause to a higher-level optional clause. This means that inclusion of the core clause becomes mandatory only if the higher level optional clause has been selected. If the higher level optional clause is not included, then none of the subclauses are required. For example, the inclusion of SOW clause 5, Engineering Support, is optional because Engineering Services may not be needed in every Contract. However, if

---

<sup>5</sup> Refer to principles, particularly 8 and 10, in section 1.5 of the ASDEFCON Handbook Philosophy Volume. Principle 8 is ‘Products and Processes Linked but Distinct’, while Principle 10 is ‘Process Definition Documents’.

Engineering Services are required, then clause 5.1, general requirements, is core and must be included.

Clauses may also be tailorable or non-tailable. Guidance on whether clauses are tailorable or non-tailable is contained within notes to drafters and this Tailoring Guide. In general, DIDs do not require amendment as they are 'self-tailoring' – meaning that clauses in the DID become applicable or not applicable based on clause selection within the SOW (eg, if the Engineering Services clause is not used in the SOW, the SSMP does not require engineering to be addressed).

The wording of tailorable clauses may be changed by drafters to suit the requirements of the Contract, whereas the wording of non-tailable clauses cannot. A clause may be non-tailable because the wording has been established by an authority external to the drafter's organisation. For example, clause 2.3, for deliverable data items, has been based on agreement by the Contracting Consultative Forum and, therefore, cannot be changed. The classification of a clause as non-tailable does not preclude minor changes such as references to clause numbers or annexes, provided the meaning of the clause is preserved.

Core and Optional clauses are annotated as such in the text of the template (for headings), this SOW Tailoring Guide and Annexes. Drafters should tidy up the template and remove annotations (eg, 'Option A', Core, etc) before the documents are released to tenderers.

### Recommended Tailoring and Development Approach

Tailoring the *ASDEFCON (Support Short)* template requires broader consideration of the requirements for support Services, not only the clauses themselves. The Contract (Support) should only be tailored after the drafter has an understanding of these broader considerations related to the Products, Services, and the procurement strategy. The following table outlines a recommended approach, identifying each of the major steps in the process.

Step	Activity	Notes
1	Define Support Concept and Support Procurement Strategy	When tendered with an acquisition contract, the Support Concept is included in the DOR or OCD and should identify the role of the Contract (Support) in the broader Support System. The procurement strategy should refine the scope, interactions with other support functions, contract terms and nature.
2	Select major Services clauses in the SOW	Select the clauses for the required Services from the SSCCs (clauses 4 to 8 for Operating Support, Engineering, Maintenance, Supply and Training Services). Clauses that are not required should be identified as "not used", in order to preserve the numbering and cross-references between other clauses.
3	Define 'Products to be Supported'	These are included in SOW Annex A. This will need to be revisited if there is limited detail available (eg, pending outcomes from the Contract (Acquisition)).
4	Tailor SSCC clauses and Annexes	Tailor clauses 4 to 8 and Annexes B and D, to describe the Services required. Draw additional clauses from <i>ASDEFCON (Support)</i> or develop new clauses.
5	Develop the management regime	Confirm the suitability of the (self-tailoring) DID-SPTS-SSMP and amend only if essential. Determine if an MMP is required and tailor if necessary. Review the remaining DIDs.  Tailor the SOW for the delivery of reports and conduct of review meetings.
6	Tailor other clauses to 'wrap around' the major Services	Tailor clause 9 for Support Resources (ensure consistency with SOW Annex A) and develop the Scope and General Requirements clauses, clauses 1 and 2.  Tailor the Support Services Management, Quality Management and Health Safety and Environment clauses, clauses 3, 10 and 11.  Update Products, list of Contract Data Items (Annex C) and, if known, approved Problematic Substances and Problematic Sources (Annex E)

Step	Activity	Notes
7	Tailor COC and Attachments	Develop the COC, largely by completing the Details Schedule and selection of optional clauses required to enable the Services and to manage the Contract.  Select and develop the required Attachments, such as Government Furnished Materiel, Glossary, etc, and confirm the suitability of the deeds (Attachment D).
8	Tailor COT and Tender Data Requirements (TDRs)	Tailor the COT and COT Annexes to align with draft contract requirements. Also, coordinate with drafting the payment structure for types of Services in TDR D (which will become Attachment B).
9	Review	Ensure that all parts of the RFT package are consistent.



## Template and SOW Tailoring Guide User Tips

---

The notes to drafters, notes to tenderers and guidance in the *ASDEFCON (Support Short)* template are intended to guide drafters (and, in some cases, tenderers) on which clauses should be used in various circumstances. They may also inform drafters of relevant reference documents and whom to consult for further information. The SOW Tailoring Guide does not contain detailed explanations or background information on the development of the clauses (such as is provided by the *ASDEFCON Handbook Philosophy Volume*).

Drafters should read the SOW template and consult the SOW Tailoring Guide well before the date the draft contract is required, because some of the reference documents and necessary advice may take some time to obtain from stakeholders. In some cases, documents containing information required by tenderers will need to be provided with the RFT. When drafting the SOW, drafters should have access to both the templates and SOW Tailoring Guide together.

Where possible, the SOW Tailoring Guide identifies the sponsors of each of the clauses to heading level 2. Drafters should refer to the nominated sponsor for expert guidance, when required.

The following steps are suggested when addressing a relevant section or clause within the SOW:

- a. determine the Products and the Services required;
- b. read the relevant clause, then refer to this Handbook for any additional information;
- c. understand what the clause requires of the Contractor, and determine its relevance;
- d. refer to any related DIDs to ascertain any flow-on effects of the relevant clause;
- e. select the relevant clause that best describes what is required of the Contractor; and
- f. cross-reference any related DIDs that the selected clause.

Drafters may be confronted with the problem of whether a particular optional clause in the SOW template or SOW Tailoring Guide is applicable to their Contract's requirements. The guidance cannot always provide definitive answers because of the wide range of variables that apply to different contracts. However, some of the factors that may influence decisions, and which should be considered by drafters, are:

- a. the size of the proposed Contract and whether the correct template is being used (refer to Application of *ASDEFCON (Support Short)*), or if the scope of applicable clauses can be expanded (eg, by adopting additional clauses from *ASDEFCON (Support)*) while the bulk of the template remains unchanged;
- b. the life of the Contract and the Products it supports;
- c. the expected annual dollar value of the Contract and the required governance and visibility;
- d. the range and complexity of the Services to be provided and the associated risks, requiring more or less governance and visibility;
- e. geographical locations and access to Defence infrastructure (eg, information systems);
- f. critical nature of the Services to Defence operations; and
- g. the experience and past performance of the Contractor.






This list is not exhaustive and drafters should take into account other factors relevant to their particular circumstances and contract requirements.

Although development of the draft SOW will be an iterative process, generally, drafters should attempt to define the Services required before they specify the requirements for other deliverable items such as plans and reports and the requirement for meetings. The nature and extent of the Services will drive the requirements for plans, reports, and meetings.

## Word Processing Tips

---

All of the ASDEFCON SOW templates are based on a common Microsoft Word® document template. The addition of new clauses, notes, etc must be done with care to avoid inadvertent changes to the styles within the template and to ensure that the automatic numbering functions correctly. The tips that follow will assist drafters in working with the documents:

- a. Download the ASDEFCON style templates (DMO Toolbar) from the intranet and install the files as directed in the accompanying guide. These templates contain the underlying styles used by all parts of the template.
- b. Do not delete clauses (headings) at heading level 1 or 2 in the SOW template. If a clause is not required, retain the heading and mark it, 'Not used'. Any additional clauses at heading level 3 should be inserted after the clauses already included in the template. This preserves the clause numbering, the cross-references between clauses within the template and the correlation between the clauses in the SOW and the guidance in the Tailoring Guide.
- c. Do not use the 'Format Painter' tool to format numbered clauses as this is likely to corrupt the numbering system. Instead, use the DMO Toolbar to apply styles. There are several style sets; for example, the SOW has its own style set, most of which can be applied from the SOW toolbar that can be shown or hidden by clicking on the  button. Other buttons (, , and ) show and hide toolbars for other style sets. If additional styles are required (eg, for even lower level clauses than shown in the toolbars), open the 'Styles and Formatting' task pane (click the  button or select from the menu: Format>Styles and Formatting...) and show 'Available styles'. Highlight the applicable clause and then select the required style from the 'Pick formatting to apply' list as follows:
  - for the COT and COC, style names begin with "DMO – NumList A".
  - for the Tender Data Requirements and the Attachments and Annexes to the COC, style names begin with "DMO – NumList B".
  - for the SOW, SOW Annexes and DID's specific styles all begin with "DMO – NumList SOW" or "DMO – SOW text".
- d. When pasting text into the templates, use 'Paste Special' and paste as 'Unformatted text' (Edit>Paste Special>Unformatted Text). This will ensure that unwanted styles are not introduced into the document. Apply the required style manually (as described in paragraph b.).
- e. If the clause numbering associated with a style in the document appears corrupted or lost, there are a few options to try:
  - (i) Reapply the style as described in paragraph c. above, which should correct any formatting inadvertently applied to the style.
  - (ii) Use the Templates and Add-Ins Organizer (Tools>Templates and Add-Ins>Organizer) to close the default template if not the ASDEFCON styles template (right-hand list) and open the ASDEFCON styles template, and then copy styles from the clean template to the current document.
  - (iii) Alternatively, if changes were saved to the ASDEFCON template (a dialog box would have prompted the user to save the changes) a clean copy of the template can be downloaded and used to replace the existing template (Microsoft Word® will need to be closed to do this). When the document is re-opened the styles should update, otherwise use the Templates and Add-Ins Organizer, as per option (ii). Note: when downloading the ASDEFCON styles template, ensure that it saves in your folder as a ".dot" file and not a ".doc".

## ASDEFCON (SUPPORT SHORT) STATEMENT OF WORK

### 1. SCOPE

#### 1.1 Purpose

---

Sponsor: DMO Standardisation Office

Status: Core

Purpose: To state the purpose of the Statement of Work (SOW).

Policy: Nil

Guidance: This clause is a concise statement of the purpose or aim of the SOW. The Products to be supported are to be specified in SOW, Annex A.

Drafters may insert a brief summary description of the Products to be supported, as listed in SOW Annex A. Drafters must review the generic text in clause 1.1.1 to confirm that it is applicable to the Contract. If it is not applicable, then the clause must be amended as necessary; otherwise, the clause can be included without change.

Related Clauses: SOW Annex A, List of Products Being Supported.  
Attachment C, Glossary.

Optional Clauses: Nil

#### 1.2 Background

---

Sponsor: DMO Standardisation Office

Status: Optional

Purpose: To provide the Contractor with relevant background information to enable the delivery of the Services to be optimised.

Policy: Nil

Guidance: This section of the SOW provides a brief overview of the background to the Contract, including its genesis and broad objectives. For example, precursor and/or related support contracts could be summarised, as well as other support arrangements and/or acquisition contracts with which the this Contract (Support) must integrate.

As this section is intended to inform, 'shall' statements should not be used. Care must also be taken to ensure that statements made in this section do not conflict with other elements of the Contract.

As a guide, this section should be reasonably concise, with sufficient information to establish the background and set the scene for the Contract, and not provide excessive information that could compromise other parts of the Contract.

Drafters should tailor or develop clauses that meet the particular needs of the program and reflect the required Services. Subjects that might be addressed include:

- a. a description of the function(s) for the principle Products to be supported, and/or the parent Mission System, as applicable;
- b. related projects (or phases) or systems in-service where interfaces exist;
- c. the applicable support concept (consistent with Maintenance-level descriptions in SOW Annex A);
- d. intentions for future support or, where applicable, the Planned Withdrawal Date (PWD);

- e. a description of existing or related Support System(s) and Defence support infrastructure;
- f. existing support arrangements; and
- g. the roles and functions of the main authorities and organisations involved with the Contract.

If the background is required, it should only include information that is relevant to the performance of the Contract (Support), not a general discussion.

Related Clauses: Nil

Optional Clauses: Nil

## 2. GENERAL REQUIREMENTS

### 2.1 Scope of Work

---

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Core
<u>Purpose:</u>	To define the scope of the work that the Contractor is required to perform to provide the Services.
<u>Policy:</u>	Nil
<u>Guidance:</u>	This clause should define the scope of the work to be performed by the Contractor under the Contract, including the major Services to be provided. The scope of work would normally include the support of the Products and elements of those Products described in SOW, Annex A, List of Products Being Supported.

In addition to the principal Products (elements of a Mission System(s) or equipment) to be supported, SOW Annex A may also include Government Furnished Equipment (GFE), such as S&TE and/or Training Equipment. Contractor furnished items would not normally be included in SOW Annex A, as these items are captured within the scope of the Contractor providing the support of Support Resources, in clause 9. In the case of Contractor-owned spares, however, some of these Contractor-furnished items may be included in SOW Annex A, because these items are physically delivered to Defence.

Clause 2.1.1 lists the support Services captured by the template and must be tailored to reflect the Services to be provided under the Contract. The default template clause lists the major Services as they relate to the level-1 clauses of the template and level-2 clauses for Support Resources. Accordingly, drafters should have already determined the scope of the Contract before tailoring this clause; hence, this may be one of the last clauses to be edited.

Within the scope listed in the default clause, the two elements 'management of Services' and 'Quality Management' (which refer to core clauses 3 and 10 of the SOW, respectively) must be retained in all cases. Clause 11 is an extension of management of the Services with respect to applicable Health Safety and Environmental matters. The Services to be provided under the five SSCCs (optional clauses 4-8 of the SOW) must be tailored to reflect the Services to be provided under the Contract:

- a. Operating Support, clause 4 providing Operating Support Services;
- b. Engineering Support, clause 5 providing Engineering Services;
- c. Maintenance Support, clause 6 providing Maintenance Services;
- d. Supply Support, clause 7 providing Supply Services; and
- e. Training Support, clause 8 providing Training Services.

The scope includes a sub-list of the support required for Support Resources (specified in clause 9 of the SOW). Support Resources may include both GFM and Contractor-furnished items; hence, support of S&TE, for example, may still be 'within scope', even where the Contractor is not required to support Government-owned S&TE.

Drafters may need to expand upon or explain the meaning of the listed Services in the respective clauses of the SOW in order to define the full scope of work. For example, drafters should identify the location(s) of the equipment to be supported and where the Services are to be provided, if these are not specified elsewhere in the SOW. Care should be taken not to create conflicts with other clauses in the draft SOW.

Where Technical Regulatory Framework (TRF) requirements apply to the Services, this should be identified in the description of the scope of work to be performed, including the applicable TRF requirements documents, namely:

- a. *ABR 6492 Navy Technical Regulations Manual (NTRM)*;
- b. *Technical Regulation of ADF Materiel Manual – Land (TRAMM-L)*; and
- c. *AAP 7001.053 Technical Airworthiness Management Manual (TAMM)*.

An example clause for application of a TRF is included under the optional clauses below.

Do not include the development of data items in this clause because these requirements are documented elsewhere.

Clause 2.1.2 is optional but required in most cases. Its inclusion makes an explicit statement that all Services are classified as Recurring Services, and therefore firm priced, unless indicated otherwise in the COC or SOW, including the Price and Payment schedules in Attachment B. Structuring of prices in COT Attachment D and COC Attachment B ensures that all Services are priced in a consistent way by all tenderers. Drafters need to ensure that, in developing the draft SOW, they have a sound understanding of the commercial arrangements that are most appropriate to the types of Services required. If drafters intend to set up a contract as a standing offer, based on a catalogue of Task-Priced Services and no Recurring Services, then clause 2.1.2 would not need to be included.

Related Clauses: All other clauses in the SOW and SOW Annexes.

For clause 2.1.2, Attachment B, Price and Payments, and COT Attachment D.

DID-SSM-S&Q, Quote for S&Q Services (from *ASDEFCON (Support)*)

Optional Clauses:

The Contractor shall ensure that all activities applicable to technical regulation are carried out in accordance with [...INSERT APPLICABLE TRF MANUAL...].

## **2.2 Rate of Effort**

---

Sponsor: DMO Standardisation Office

Status: Optional

Purpose: To:

- a. describe the baseline ROE, including routine variations in the ROE, for the Products to be supported; and
- b. provide the tenderers/Contractor with information to assist in planning the work effort and any subsequent changes to the work effort.

Policy: Nil

Guidance: If applicable, this clause should describe the baseline ROE and possible changes in the ROE, that are likely to have an impact on the rate of work required by the Contractor to provide the necessary Services under the Contract.

The clause may not be required if all Services and performed as an S&Q Service or wholly as Task-Priced Services (like a standing-offer). In this instance the clause can be deleted and replaced with 'Not used'.

The ROE clause may also not be applicable if there is no tangible link between the Products to be supported and the ROE of higher-level systems. For example, if the Contract is to support a number of different RIs hosted on several Mission Systems that are not included in this Contract. In this instance, the clause may be left as 'not used', and the drafter should then ensure adequate details of arising rates (eg, for maintenance activities) are included in Attachment B, the Price and Payment schedule. Note that arising rates can refer to different Services, such as the

Corrective Maintenance arising rate per Product, demands for consumable Items, or the number of Training courses in a period.

The aim of this clause, if used, is to establish parameters for the Services that will form the basis for both the tenderers' and, subsequently, the Contractor's planning for the firm-priced portion of the Contract. The arising rate and associated effort for many support tasks can be calculated from the ROE and other data; hence, this information assists the tenderers and the eventual Contractor to estimate work effort and resource requirements, develop plans, and estimate the cost for the required Services. Depending on the nature of the Contract (eg, firm-priced or predominantly as Task-Priced Services) the definition of ROE and accuracy will have more or less importance.

The ROE may describe a particular Product's operational usage. For example, kilometres per year for vehicles, or operating hours per year for other items, may suit the Contract's circumstances. If usage is identified, there must be information available that identifies the level of support required for that usage (eg, Preventive Maintenance schedules and failure rates for subordinate components).

Describing the ROE should include an allowance for natural variation, if applicable. For example, the "ROE is 10,000 hours per year, plus or minus 500 hours". This minimises the likelihood of Contract changes for minor variations and gives a clear indication of when a change in Contract price might be negotiated; for example, if the ROE increased to 11,000 hours (exceeding 10,500 hours) in order to support a Defence contingency. For electronic systems that operate 24/7, describing a variation in ROE may not be necessary unless there are other relevant factors (eg, electrical loads).

The Services required by the Contract should be based on Defence needs, such as those contained in MSA product schedules, and the level of responsibility and control delegated to the Contractor (Support). If the ROE is unclear from the MSA product schedule, a ROE may be available from measures established for a previous contract.

Where the ROE is expected to vary in the longer term, either through an increase or a decrease in the ROE, the Commonwealth and the Contractor should review the related demand for Services and the impact on Attachment B, the Price and Payments schedules. This is the purpose of clause 2.2.2.

**Related Clauses:** ROE can be linked to performance measures, with implications for performance-measurement and payment. Drafters should refer to the optional annex to Attachment B, the Price and Payments schedule, and supporting guidance, if performance measurement is applicable to the Contract.

**Optional Clauses:**

For optional clauses regarding information to be included in a CCP to amend the ROE, drafters should refer to the *ASDEFCON (Support) Tailoring Guide* and template.

**2.3 Deliverable Data Items**

---

**2.3.1 Development and Submission of Data Items**

**Sponsor:** DMO Standardisation Office and Contracting Services Branch

**Status:** Core

**Purpose:** To impose an obligation on the Contractor to develop, deliver and update all data items in accordance with the Contract.

**Policy:** Nil

**Guidance:** The term 'Approve' is defined in the Glossary (Attachment C) and, in the context of data items, has the meaning given by clause 2.3 of the SOW. All data items used under ASDEFCON (Support Short) are subject to Approval (this differs from other templates), in accordance with clause 2.3.

The default period for the review and Approval, or non-Approval, of data items is 20 Working Days; otherwise the period should be specified in the clause requiring the delivery of the data item. Drafters should review the periods applicable to the review of data items to ensure that, in circumstances where external agencies or authorities are involved or where there is the potential for review periods to conflict (within or between Contracts), the required resources are available to support the review schedule.

The Contractor is responsible for maintaining data items in accordance with this clause. Maintenance of a data item involves amending and updating the item to incorporate current information and data so that the data item is suitable for its intended purpose. Updates to plans will need to be Approved to authorise the Contractor to undertake activities that are different to those currently authorised. Reports are also Approved, primarily as these will often be used when cross-referencing claims for payment and in *ASDEFCON (Support Short)*, unlike in larger contracts, they are less likely to be followed by a review meeting.

Clause 2.3.13 indicates that, where the Contractor is responsible for a delay in the schedule affecting or delaying the data item process, the Commonwealth may not be able to action the data items. The Commonwealth's only responsibility, in circumstances due to delay caused by the Contractor, would be to use reasonable endeavours to action the data items under the original timeframes, or where that fails, to action the data items when sufficient resources become available to do so. Clause 2.3.15 specifically precludes the Contractor from claiming that the Commonwealth's inability to action the data item constitutes circumstances beyond its reasonable control for the purposes of COC clause 3.15.

Clause 2.3 is to be included in the RFT without amendment.

Related Clauses: COC clause 3.15, Performance Relief  
SOW Annex C, List of Data Items

Optional Clauses: Nil



### 3. SUPPORT SERVICES MANAGEMENT

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Core
<u>Purpose:</u>	To define the management requirements for the Contract (Support).
<u>Policy:</u>	Nil
<u>Guidance:</u>	The Support Services Management clause is required in every Contract (Support). Drafters should tailor the other clauses in the SOW to reflect the particular Service requirements and then assess and specify the appropriate level of management required in clause 3.

As the *ASDEFCON (Support Short)* template is intended for low risk / low complexity contracts it does not have the same level of governance requirements as *ASDEFCON (Support)*. This creates notable differences between the Support Services Management clauses of the two templates. For further information drafters should refer to the [template selection](#) section of this Tailoring Guide, the Contract Template Selection and Tailoring Guide and, if necessary, the *ASDEFCON (Support)* template and SOW Tailoring Guide.

Related Clauses: All other clauses of the SOW and SOW Annexes.

Optional Clauses: Nil

#### 3.1 Support Services Planning

---

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Core
<u>Purpose:</u>	To require the Contractor to plan and to provide the Commonwealth with visibility of how the Contractor intends to manage the provision of Services and other work under the Contract.
<u>Policy:</u>	Nil
<u>Guidance:</u>	This clause defines the requirements for the delivery of an over-arching plan, the SSMP, prepared to meet the requirements identified in DID-SPTS-SSMP, which is required to demonstrate that the Contractor has the processes and capabilities necessary to manage the Contract and Services successfully. This approach allows the Contractor to define how the work requirements of the Contract will be performed. The management and performance of Services should then occur in accordance with the Approved SSMP.

Consistent with the *ASDEFCON* objectives (as described in the *ASDEFCON Handbook Philosophy Volume*), drafters should only ask for plans that are necessary to achieve the required level of visibility into the Contractor's processes. As the primary, and sometimes only, plan the SSMP is required; however, it is expected and encouraged that the SSMP should summarise and refer to other documents, including the Contractor's Quality Management System (QMS), rather than become a detailed and lengthy document. This approach requires the Commonwealth to have access to these other supporting documents and QMS, which is the purpose of clause 3.1.1.3.

SOW clause 6.1 allows for an optional Maintenance Management Plan (MMP) to be developed. A stand-alone MMP facilitates the review of Maintenance practices by a TRA, if required. In this instance, the Contractor's SSMP would summarise and refer to the MMP. Neither this clause nor the DID-SPTS-SSMP need be amended to include a separate MMP – this referral is addressed by clause 6.1 of DID-SPTS-SSMP when SOW clause 6.1 is tailored.

The drafter should review the delivery date for the SSMP in clause 3.1.1.4, and amend if necessary. The maintenance period (ie, reviewing the plan for accuracy and updating it only if necessary) should be inserted into clause 3.1.1.5 – the need

for more frequent maintenance of the plan may be driven by the complexity of the Services and the likelihood of on-going changes to planning requirements.

**Related Clauses:** All clauses referring to the SSMP (ie, clauses 3.1, 4.1, 5.1, 5.5, 6.1, 6.3, 6.7, 8.1, 10.2 and 10.3 of the draft SOW).

TDR F, COT Attachment F, Proposed Support Solution

**Optional Clauses:** Nil

### **3.2 Contract Reporting**

---

**Sponsor:** DMO Standardisation Office

**Status:** Core

**Purpose:** To obtain, from the Contractor, regular reports on the status of the Contract by covering subjects, such as:

- a. work activities undertaken in the reporting period;
- b. health, safety and environmental issues;
- c. activities planned for the next reporting period;
- d. risks;
- e. financial issues;
- f. workload issues regarding past and future reporting periods;
- g. quality;
- h. IP; and
- i. performance against Key Performance Indicators (KPIs), if applicable.

**Policy:** Nil

**Guidance:** This clause outlines the requirements for the delivery of the Contract Status Report (CSR). The CSR is Core and comprises the following three parts:

- a. Part A - Contract Status,
- b. Part B - Services Summary Report (SSR), and
- c. Part C - Commonwealth Assets Stocktaking Report (CASR).

The CSR is the Contractor's principal statement and explanation of the status of the Contract and Services at the end of each reporting period. When requested, the CSR includes the reporting of contract status and Services information (as listed in the 'purpose' above) and Contractor Managed Commonwealth Assets (CMCA) obligations for assets assurance and stocktaking. The CSR would also identify the achievements made against performance measures, if any are included in the Contract.

As a whole (ie, all parts), the CSR is to be delivered in preparation for the Contract Performance Review (CPR), the periodicity of which is set by clause 3.3.1 and may be amended as necessary.

Clause 3.2 includes the option to require the Contractor to deliver SSRs in addition to those delivered with Part A. This is achieved by including the optional clauses 3.2.3 and 3.2.4, and inserting the frequency into clause 3.2.4. As an example, this allows for the entire CSR to be delivered annually, before a CPR, and the SSR to be delivered quarterly. Part B may also be scheduled for delivery in preparation for a Services Performance Review (SPR) by including optional clause 3.2.5 and clause 3.4. To clarify, Part B can still be delivered without the need to hold SPR meetings.

Part C, the CASR is required to be delivered three-monthly, in accordance with clause 3.10.

Drafters should bear in mind the informal communications that are likely to occur through ad hoc meetings, telephone conversations and visits, when determining how often formal reporting is required.

Drafters should:

- a. determine the frequency of delivery of the CSR as a whole, in preparation for a CPR, and as defined by the frequency of the CPR (clause 3.3);
- b. determine the need for more frequent delivery of the SSR and if it should be delivered before a Services Performance Review (clause 3.4); and
- c. tailor the draft SOW clauses to reflect these requirements.

Related Clauses: Clause 3.3 of the draft SOW, Contract Performance Reviews  
Clause 3.4 of the draft SOW, Services Performance Reviews  
Clause 3.10 of the draft SOW, Contractor Managed Commonwealth Assets  
DID-SPTS-CSR, which defines requirements for the Contract Status Report

Optional Clauses: Nil

### **3.3 Contract Performance Reviews**

---

Sponsor: DMO Standardisation Office

Status: Core

Purpose: To provide a mechanism to address whole of Contract issues, including commercial issues, and obtain increased visibility into the Contractor's processes as a means of reducing Contract risk.

Policy: Nil

Guidance: A Contract Performance Review (CPR), conducted at least once per year, is the minimum review requirement. A CPR does not need to be held after every CSR is provided; for example, a CSR could be submitted six-monthly, but the CPR may only be held annually (following every second CSR).

The intent behind the CPR is to provide the forum to formally discuss the results reported in all three parts of the CSR, and to examine Service activities and future planning requirements in a holistic sense. CPRs are normally conducted by the managers from both the customer and supplier organisations. While CSRs provide the fundamental input to CPRs, other matters (considered necessary by the parties) may also be addressed.

If Services Performance Reviews are also scheduled separately these would normally be included within the CPR when scheduled to occur in the same month (refer to clause 3.4).

The results of the review and appraisal of the Contractor's performance made at the CPR may also provide a basis for the assessment of the Contractor against performance in the Defence Company ScoreCard, if applicable.

The drafter should determine the frequency of the CPR amend clause 3.3.1 to suit. Other subclauses should be reviewed but, in general, do not require amendment.

Related Clauses: Clause 3.1 of the draft SOW, Support Services Planning  
Clause 3.2 of the draft SOW, Contract Reporting  
Clause 3.4 of the draft SOW, Services Performance Reviews  
Clause 3.5 of the draft SOW, Administrative Arrangements for Reviews  
Clause 3.6 of the draft SOW, Ad Hoc Meetings

Optional Clauses: Nil

### 3.4 Services Performance Reviews

---

**Sponsor:** DMO Standardisation Office

**Status:** Optional

**Purpose:** To define the arrangements and responsibilities for Services Performance Reviews (SPRs) to be held between the Commonwealth and the Contractor to discuss the status of the Services and the progress of the Contractor.

**Policy:** Nil

**Guidance:** SPRs are optional. While SPRs are advisable for larger support contracts and all contracts including a formal performance management regime, they may not be necessary for smaller support contracts, such as those for the Maintenance of a single Product type or small group of Products. In these instances, ad hoc meetings may be sufficient to supplement CPRs, which in smaller contracts may be the only formal review.

Where the review periods for the SPR and CPR fall within the same month, the SPR will form part of the CPR (unless otherwise specified in writing by the Commonwealth).

In general, an SSR would precede and provide necessary information to inform discussion at a subsequent SPR. The SPR may also discuss Services planning requirements for the period ahead. It is not essential to have a formal review meeting to discuss each SSR. An SSR could be submitted quarterly, but the SPR may only be held six-monthly (after every second SSR is submitted). Every second SPR would also coincide with the CPR, meaning that the full CSR would be delivered once for the combined CPR and SPR. The separation of commercial discussions (eg, relating to financial payments and compliance with the COC) from discussions on the provision of Services is generally considered good practice; accordingly, not all attendees may be present for both the CPR and SPR.

Drafters should insert the review period for the SPR in clause 3.4.1. Other subclauses should be reviewed but, in general, do not require amendment.

**Related Clauses:** Clause 3.2 of the draft SOW, Contract Reporting  
 Clause 3.3 of the draft SOW, Contract Performance Reviews  
 Clause 3.5 of the draft SOW, Administrative Arrangements for Reviews  
 Clause 3.6 of the draft SOW, Ad Hoc Meetings

**Optional Clauses:** Nil

### 3.5 Administrative Arrangements for Reviews

---

**Sponsor:** DMO Standardisation Office

**Status:** Optional

**Purpose:** To define the administrative arrangements for CPRs and SPRs.

**Policy:** Nil

**Guidance:** This clause defines the administrative arrangements for both CPRs and SPRs, including the meeting chair, the preparation of agenda and minutes, venues, and participation.

Drafters should include or remove "Services Performance Review" from clause 3.5.1, depending on whether separately held SPRs are required. Drafters should also select Option A or Option B (draft clauses 3.5.7 and 3.5.8) depending upon whom will be responsible for recording and distribution the minutes. Other subclauses should be reviewed but, in general, do not require amendment.

**Related Clauses:** Clause 3.3 of the draft SOW, Contract Performance Reviews  
 Clause 3.4 of the draft SOW, Services Performance Reviews

Optional Clauses: Nil

### **3.6 Ad Hoc Meetings**

---

Sponsor: DMO Standardisation Office

Status: Core

Purpose: To define the requirements and procedures applicable to ad hoc meetings.

Policy: Nil

Guidance: Even if ad hoc meetings are not expected when drafting the Contract, clause 3.6 remains core to the SOW, in the likelihood that they may be required at some time.

Ad hoc meetings are commonly used to facilitate discussion at the working level when unforeseen technical issues arise during the course of the Contract. They can also be used to reduce the need for frequent CPRs and SPRs by limiting those meetings and using ad hoc meetings only when required.

Subclauses should be reviewed but, in general, do not require amendment.

Related Clauses: Clause 3.2 of the draft SOW, Contract Reporting

Clause 3.3 of the draft SOW, Contract Performance Reviews

Clause 3.4 of the draft SOW, Services Performance Reviews

Optional Clauses: Nil

### **3.7 Subcontractor Management**

---

Sponsor: DMO Standardisation Office

Status: Optional

Purpose: To define requirements for managing and providing the Commonwealth Representative with visibility of any significant Subcontractor work.

Policy: Nil

Guidance: This clause ensures that, where applicable, planning and reporting for the work to be undertaken by Approved Subcontractors will be consistent with the Contract. Approved Subcontractors are Subcontractors with a significant role according to the nature, importance, or the value of the work they perform, as specified by the criteria in the Glossary definition of Approved Subcontractor, and the Approved Subcontractor Threshold amount in the Information Table.

Subcontractors, including Approved Subcontractors, are to be detailed in the Contractor's SSMP, developed in accordance with DID-SPTS-SSMP. Approved Subcontractors are listed in Attachment H.

Under the Contract, the roll-down of provisions means that the Commonwealth will be given access to the Approved Subcontractors' premises and related records for the purpose of the Contract, if required. Intellectual Property (IP) provided or created by Approved Subcontractors is also managed.

This clause applies to Approved Subcontractors only. Drafters should firstly determine if Approved Subcontractors will be applicable under the Contract by reviewing and further developing the definition of Approved Subcontractor in the Glossary. Some contracts may not require Approved Subcontractors; for example, because the annual contract value is so low as not to allow for any significant subcontracting work.

If the Contract is unlikely to involve Approved Subcontractors then the drafter may replace the subclauses below the heading with a single "Not used". In this case, the definition in the Glossary would also be replaced with "Not used" or removed and the COC clauses must be amended or deleted accordingly.

Related Clauses: COC clause 6.7, Access

COC clause 8, Intellectual Property and Technical Data

Glossary, for the definition of / criteria for an Approved Subcontractor

DID-SPTS-SSMP, which defines requirements for the SSMP and identification of Subcontractor details

DID-SPTS-CSR, which defines requirements for reporting, including Approved Subcontractor activities

Optional Clauses: Nil

### **3.8 Coordination and Cooperation**

---

Sponsor: DMO Standardisation Office

Status: Optional

Purpose: To define the requirement to coordinate and cooperate with other organisations involved in the use and support of the Products or interfacing systems.

Policy: Nil

Guidance: This clause requires the Contractor to acknowledge and, where applicable, interact with the Commonwealth or other contractors (who are not Subcontractors) during the period of the Contract. These other entities may include user units and organic maintenance Personnel, the TRA, and sections within the SPO other than the Commonwealth Representative. When supporting Repairable Items that are part of a larger system / platform, or a range of systems, the Contractor will often need to liaise with the contractors supporting those systems and, occasionally, other SPOs. Where contractors work on the same system at similar times, coordination of work scheduling is often required. Many contractors will also need to liaise with the Defence Integrated Distribution System Contractor. These entities are all referred to as Associated Parties.

Drafters should note that this clause may apply to cooperation and coordination with an incoming (ie, replacement) contractor. It could also include cooperation and coordination with Commonwealth entities to facilitate disposal at the end of the Products' life.

Clause 3.8 is divided into two halves. The first is a core acknowledgement and a basic cooperation and coordination requirement. The second is an optional set of clauses that may be tailored to identify specific work areas that require cooperation and coordination.

Drafters should consider the nature of the work and required interactions with all Associated Parties in order to determine if the optional clauses, to identify specific coordination and cooperation activities, are required. If required, the optional clauses should be included (ie, convert table to text) and the subclause list under clause 3.8.3 should be developed to specifically identify the major and most important functions requiring cooperation and coordination. If not required, the option should be deleted.

Other subclauses under clause 3.8 should be reviewed but, in general, do not require amendment.

Related Clauses: COC clause 3.12, Commonwealth Contractors

Clause 11.3 of the draft SOW, Work Health and Safety

Optional Clauses: Nil

### **3.9 Maintenance of Contractual Documents**

---

Sponsor: DMO Standardisation Office

Status: Core

Purpose: To require the Contractor to apply configuration control to the Contract documents.

Policy: *DPPM, Section 6, Chapter 6.7 Contract Amendments*

**Guidance:** This clause obligates the Contractor to maintain a configured copy of the Contract, which incorporates all approved CCPs, and to also maintain an archive of all superseded versions of the Contract.

The requirement does not negate the need for the Commonwealth to do the same. It is imperative that the Commonwealth maintains copies of the current and past versions of the Contract, as described in this clause, to provide the Commonwealth with its own independent record of the agreement between the parties.

**Related Clauses:** COC clause 6.3, Change to the Contract

**Optional Clauses:** Nil

### **3.10 Contractor Managed Commonwealth Assets**

---

**Sponsor:** DMO Standardisation Office

**Status:** Core

**Purpose:** To define the requirements for the management of, and accounting for, CMCA.

**Policy:** DI(G) LOG 4-3-007, *Provision of Material to Contractors*  
DEFLOGMAN Part 2, volume 5, chapter 17, *Stocktaking of Defence Assets*

**Guidance:** The Contractor may hold CMCA that includes both the Products to which the Services are being provided (ie, an unserviceable RI undergoing repair) and GFE used when performing the Services. This clause requires and captures the work associated with the obligation to take due care of, and accountability for, all CMCA.

If GFM (a subset of CMCA) is to be provided under the Contract, then additional requirements related to the provision, transfer and use of GFM is included in COC clauses 3.16 and 3.17, and SOW clause 3.11.

Clause 3.10.1 requires the Contractor to provide the necessary resources required to care for all CMCA. The remaining subclauses address the requirement for conducting assurance checks and associated reporting, and reporting of any discrepancies, damage or loss.

Commonwealth assets are subject to assurance checks in accordance with DEFLOGMAN Part 2, Volume 5, Chapter 17. The majority of Commonwealth assets are Stock Items that are managed using the Military Integrated Logistics Information System (MILIS) and which are subject to stocktake. If the Contractor is given on-line access to MILIS, then the quarterly stocktake requirements can be accessed directly by the Contractor. A number of Defence assets are not managed using MILIS but, if included under the Contract, these items remain subject to a stocktake or other form of assurance check. In cases where the Contractor does not have MILIS access, or if specific CMCA are not managed on MILIS, then the SPO / item manager(s) will need to inform the Contractor of the items requiring stocktake or other assurance check when these are scheduled.

Stocktakes and other forms of assurance checks of CMCA are reported using the Commonwealth Assets Stocktaking Report (CASR) – Part 3 of the CSR. Submission of the report is required on a three-monthly basis, in accordance with DEFLOGMAN.

If all CMCA will be managed on MILIS, then the subclause specific to CMCA held to account on other systems (clause 3.10.4) may be replaced with “Not used”. Other subclauses under clause 3.10 should not be amended.

**Related Clauses:** COC clauses 3.16, for the provision and use of GFM

COC clause 3.17, regarding the management of CMCA

Glossary, for the definitions of GFM and CMCA

Clause 3.11 of the draft SOW, GFM management

Clause 7.1 of the draft SOW, General Requirements for Supply Services

Clause 7.2 of the draft SOW, Supply Management System  
 SOW Annex B, Mandated Defence Information System Use  
 DID-SPTS-CSR (Part 3), CASR, which defines the requirements for reporting of  
 asset stocktakes and assurance activities.

Optional Clauses: Nil

**3.11 Government Furnished Material Management**

---

Sponsor: DMO Standardisation Office

Status: Optional. To be used when GFM is supplied to the Contractor.

Purpose: To define the requirements for management with respect to GFM supplied to the Contractor.

Policy: *DI(G) LOG 4-3-007, Provision of Material to Contractors*

Guidance: GFM may be supplied by the Commonwealth to the Contractor in order to enable the Services to be performed. This clause is optional and if no GFM will be provided then the clauses below the heading can be deleted and replaced with a single "Not used".

The Commonwealth is required by clause 3.11.1 to deliver or provide the Contractor with access to GFM at the places and times specified in Attachment G, Government Furnished Material. Clauses 3.11.2 to 3.11.4 then describe the subsequent receipting requirements.

Clause 3.11.4a requires the Contractor to inspect the GFM for physical damage, defects, and deficiencies upon receipt and within the timeframes specified in Attachment G.

Clause 3.11.4b requires that GFE be functionally tested by the Contractor at least 15 days prior to its first use, to confirm that the GFE is serviceable. The words 'to the extent feasible' have been included so that the Contractor will not be rendered in breach of the Contract where it is not feasible for the GFE to be functionally tested (eg, if GFE is used to repair an item, that has not yet been submitted for repair, and there are no other means to achieve a full functional check). It is important that these tests are carried out to ensure that the Services are not affected and so that the parties are able to determine who is responsible for any later defect in GFM.

Clause 3.11.4c requires the Contractor to report its satisfaction or dissatisfaction with the GFM, following the inspections and functional checks in the preceding clauses, to the Commonwealth Representative in writing.

Importantly, if the Commonwealth fails to deliver or provide the Contractor with access to GFM at the places and times specified, the Contractor may be entitled to claim a postponement of the initial date for the delivery of Services and performance relief in accordance with the COC clause 3.15. It is therefore important to ensure that all GFM can be supplied at the places and times specified in Attachment G and that it is not damaged, defective or deficient and is serviceable for its intended use.

If a Contractor submits a claim for performance relief under COC clause 3.15 in relation to deficient GFE, the Contractor's actions, including in relation to the functional testing of the GFE, will be taken into account in determining whether the claim should be granted. If the Contractor fails to inspect the GFM or to carry out the functional tests, as required by SOW clause 3.11.4, the Contractor will be in breach of Contract. In accordance with clause 3.16 of the COC, the Commonwealth's warranty in relation to the fitness for purpose of Commonwealth Mandated GFM will not apply where the Contractor fails to inspect and test the GFM.

Clause 3.11.6 requires the Contractor to carry out Maintenance on items of GFE in accordance with the requirements of the applicable clauses identified. Where the



responsibility is split between the Commonwealth and the Contractor (eg, the Contractor performs operational Maintenance and the Commonwealth organises other Maintenance through a common support contract), the drafter should ensure that the entries for each GFE item in SOW Annex A define the levels of Maintenance that are to be included in the Services.

Drafters should note that SOW clause 3.10 addresses the stocktaking of GFM as part of the requirement that the Contractor use a system for the accounting for, and control, handling, preservation, protection and Maintenance of all CMCA.

Drafters need to determine if GFM will be provided and if this clause is required. Note that this clause, COC clause 3.16 and details in Attachment G should be included or removed from the draft Contract as a set.

If the Contractor is to provide support to the GFE (eg, maintain S&TE), then the drafter need to identify the items of GFE to be supported, and support responsibilities (eg, levels of Maintenance) in Annex A of the draft SOW.

Related Clauses: COT, TDR E-9 Government Furnished Material, which requires that tenderers provide details of the GFM offered that they propose to use for the Contract.

COC clause 3.15, regarding performance relief due to GFE being unavailable.

COC clause 3.16, for Contract terms regarding the provision and use of GFM.

Attachment C, Glossary, which defines the terms for GFD, GFE, GFI, GFM and Commonwealth Mandated GFM.

Attachment G, Government Furnished Material.

Clause 3.10 of the draft SOW, for the asset assurance of CMCA, including GFM.

Clause 6 of the draft SOW, MAINTENANCE SUPPORT

Clause 9 of the draft SOW, SUPPORT RESOURCES

SOW Annex A, List of Products Being Supported.

Optional Clauses: Nil

### **3.12 Defence Security Compliance**

---

Sponsor: Defence Industrial Security Authority

Status: Core

Purpose: To define the security requirements applicable to the Contract.

Policy: electronic Defence Security Manual

Guidance: This clause requires that the Contractor have all the necessary security procedures, training, facilities, fittings and clearance requests in place within the timeframes necessary to ensure that security issues do not impede the progress of work. This clause captures the work associated with security compliance requirements included in COC clause 10.5. Contractor should implement these requirements through their participation in the Defence Industry Security Program.

Clause 3.12.1 is a generic clause to cover the work associated with security compliance. Where there are specific additional requirements (eg, for information systems security or communications security) additional security plans and actions will be required, in accordance with the electronic Defence Security Manual. Drafters should refer to the optional clauses below for example clauses to cover specific activities needed for compliance with security requirements. These clauses should be considered as a starting point and further advice be sought to determine actual needs. For example, will the Contractor maintain a Security Risk Management Plan or will they be included in a Defence one that they must apply?

Drafters must tailor COC clause 10.5 for the security compliance requirements applicable to the Contract. Associated work in the SOW is then implemented

under this clause 3.12 with clauses for specific requirements, such as the examples in the optional clauses below.

Related Clauses: COC clause 10.5, Defence Security

Optional Clauses:

***Note to drafters: Insert the following clause only if the Contractor has responsibility for maintaining the SRMP.***

The Contractor shall maintain, for the duration of the Contract, the Security Risk Management Plan for the Products to be supported.

***Note to drafters: Insert the following clauses only if the Contractor has responsibility for COMSEC equipment.***

The Contractor shall maintain a COMSEC Account with Defence Signals Directorate for the purposes of handling cryptographic equipment, accessing relevant documentation, and negotiating key material generation.

***Note to drafters: Insert reference to the plan that defines the COMSEC policy and procedures for the Products to be supported.***

The Contractor shall maintain, for the duration of the Contract, the System Security Plan developed under the Contract (Acquisition) for secure communications equipment and related materials.

***Note to drafters: Insert reference to the relevant document that defines the Information System – Security Practices and Procedures relevant to the Products to be supported.***

The Contractor shall maintain the Standard Operating Procedures developed under the Contract (Acquisition) for secure communications equipment and related materials.

***Note to drafters: Insert reference to the relevant document that defines the Key Management Plan relevant to the Products to be supported. ('Key' in this context refers to both physical keys and software keys.)***

The Contractor shall maintain, for the duration of the Contract, the Key Management Plan developed under the Contract (Acquisition).

***Note to drafters: If the Contractor has responsibility for maintaining security involving a Defence Information System then the following clauses should be considered as the starting point for further development. Refer to your Regional Defence Security Authority for further advice.***

The Contractor shall prepare in accordance with the Defence Security Manual, and maintain for the duration of the Contract, the System Security Plan(s) for the information systems used by the Contractor for this Contract.

The Contractor shall prepare in accordance with the Defence Security Manual, and maintain for the duration of the Contract, the Standard Operating Procedures for the information systems used by the Contractor for this Contract.

The Contractor shall, upon request, make the Contractor's System Security Plan and related Standard Operating Procedures available to the Commonwealth Representative.

### **3.13 Quoting for Survey and Quote Services**

---

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Core
<u>Purpose:</u>	To require the Contractor to develop quotations for S&Q Services.
<u>Policy:</u>	Nil

**Guidance:** This clause applies to all Contracts. In general the preparation of a quotation for S&Q Services is to be undertaken as a routine Support Services Management activity, unless the Commonwealth Representative requests that the preparation itself is conducted as an S&Q Service.

Clause 3.13.1 covers the majority of cases, where the effort to prepare a quotation for S&Q Services will be included within the Recurring Services for Support Services Management. However, some quotations require considerable effort. For example, to prepare a firm-priced quote for a detailed Engineering investigation (under clause 5.4.2) may require a significant initial investigation involving the reallocation of Contractor Personnel, and/or potential subcontractors, simply to develop the quotation. Where the Commonwealth Representative feels that the effort to prepare the quotation will be significant (usually after initial discussion with the Contractor) the preparation of the quotation can be requested as its own S&Q Service – this is the purpose of clause 3.13.2.

Clause 3.13.3 clarifies that the preparation of a quotation for an S&Q Service, even though the Commonwealth may require its preparation as an S&Q Service, does not guarantee that the task will proceed or that it will be allocated to the Contractor.

Subclauses under clause 3.13 should be included without amendment.

**Related Clauses:** COC clause 3.11, Survey and Quote Services

Clause 2.1 of the draft SOW, Scope of Work

All clauses in the draft SOW that identify specific Services to be performed as S&Q Services.

DID-SSM-S&Q (from *ASDEFCON (Support)*) which defines the requirements for both requests and quotations for S&Q Services

**Optional Clauses:** Nil

**3.14 Remediation**

---

**Sponsor:** DMO Standardisation Office

**Status:** Optional

**Purpose:** To require the Contractor to prepare and follow Remediation Plans, if required to overcome a deficiency in the Services or a non-compliance with another Contract obligation.

**Policy:** Nil

**Guidance:** This clause requires, when requested by the Commonwealth Representative, that the Contractor prepare a Remediation Plan. Once Approved, the Contractor is to follow the plan without detriment to other Services or Contract requirements. This clause operates in conjunction with the Curable Default Notice under clause 9.1 of the COC. When the Services are not complex enough that a planned remediation process would be necessary, and a Curable Default Notice alone will suffice, then this clause may be deleted and replaced with “Not used”.

A Remediation Plan may be requested for a number of reasons. In general, a Remediation Plan may be used to address repeated shortfalls in the performance of Services (eg, turn-around times often in excess of that required). Due to the nature of repairs, a small number of overdue repairs may be expected, but repeated occurrence of overdue repairs need to be addressed and, when applicable, the Remediation Plan may define how changes in communications, prioritisation, training or other factor may be used to overcome the shortfall.

Reference to clause 10.3.5 of the COC refers to Remediation Plans being prepared to correct identified deficiencies in WHS, as may have been identified though a Commonwealth audit or under direction of the applicable WHS regulator. Clause 9.1 of the COC requires a Curable Default Notice to be given to the Contractor in the event of a default which the Commonwealth believes can be overcome. The

Remediation Plan in clause 3.14 of the SOW provides a planned and managed process to remedy such a default.

Related Clauses: COC clause 9.1, Default Notices

COC clause 10.3.5, for undertaking specified measures in relation to work health and safety.

Optional Clauses: Nil

#### 4. OPERATING SUPPORT

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Optional (but must be used when Operating Support Services are required under the Contract (Support)).
<u>Purpose:</u>	To define the requirements for Operating Support Services to be provided as part of, or in direct support to, Defence operation of the Products.
<u>Policy:</u>	<i>DI(G) LOG 4-5-005 Defence Policy on Integrated Logistic Support</i> <i>DI(G) LOG 4-5-012 Regulation of Technical Integrity of Australian Defence Force Materiel</i>
<u>Guidance:</u>	<p>Operating Support Services include the operation of the Products in their intended operational role, or Services that directly enable the operation of a Product by a Defence user.</p> <p>To clarify, Operating Support is not a support element in an Integrated Logistic Support (ILS) context; however, Operating Support utilises Support Resources in order to provide Service outcomes. Operating Support is not an 'operational' level Maintenance or Supply activity; if applicable, these should be included under SOW clause 6 Maintenance Support, and SOW clause 7 Supply Support. Further, Operating Support does not include the operation of equipment in a logistics role, such as a post-Maintenance operational check.</p> <p>In the <i>ASDEFCON (Support Short)</i> context, Operating Support Services will be limited. The most common Service is usually for 'help desk' Services that assist Defence operators to use applicable Products, such as an Information Communication Technology (ICT) system, a particular software application, or an item of equipment.</p> <p>The subclauses in the <i>ASDEFCON (Support Short)</i> template are provided to illustrate the requirements for an ICT or software-only help desk. The clauses can be readily adapted to another form of help desk, such as a technical support help desk for Defence Maintenance Personnel (although, in a purist sense, this would be part of Maintenance Support, it does not matter if other types of help desk are located under Operating Support). If a different form of Operating Support Service is sought, drafters are required to independently develop subclauses to address other Operating Support requirements.</p> <p>If the Contract (Support) does not contain any Operating Support requirements, the title should be retained and the words 'Not Used' inserted in brackets at the end (ie, "Operating Support (Not Used)"). All of the subclauses should then be deleted.</p>

Related Clauses: Refer to subclauses.

Optional Clauses: Nil

##### 4.1 General Requirements for Help Desk Services

---

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Optional
<u>Purpose:</u>	To define the general requirements of the Commonwealth with respect to providing help desk Services.
<u>Policy:</u>	Nil
<u>Guidance:</u>	The general requirements for help desk Services include the identification of the customer group, types of Services, documentation, hours of operation and communication methods. Drafters are required to tailor the clause to identify the recipients of the Contract (Support) help desk Services. Services may be provided either directly to Defence 'users' of a system, and/or to a Defence (first tier) help desk (that could be operated by another Commonwealth contractor). The help desk users may be operators and also maintainers of specific systems (even

though technical help desk support may not be considered strictly within the definition Operating Support). The drafter must also insert the name of the software / equipment or system to be supported. The applicable Products should be listed with SOW Annex A (in section 1 or section 3 for software), either in a separate table or with a column identifying the particular products that are subject to help desk support. Hence the name of the system in clause 4.1.1 could be “the [X] system including those Products annotated in SOW Annex A as requiring help desk Services”.

Clause 4.1.2 requires the drafter to identify the ‘authorised’ users. The template clause refers to a user organisation of particular ICT System, software or equipment. However, the clause could be amended to refer to ‘authorised’ users of the ‘X’ system, where access is controlled, or all users of a particular software Product rather than any specific organisation (the size of the user population authorised to access Services then being defined by the number of licences). This information should help the tenderer / Contractor to scope the size of the user population, which assists to define the scale of work effort required. Where the help desk forms a major part of the required Services, SOW clause 2.2, Rate of Effort, may also be used to define parameters of scope that captures the expected demand to be placed on the help desk; for example, the number of users, locations (time zones), hours of operation and expected call rate, if known. Drafters must ensure that, if this is the case, clauses 2.2 and 4.1 are consistent and, preferably, do not duplicate information erroneously.

Details under clause 4.1.3 provide a list of suggested requirements that should be tailored for the nature of the help desk Services required. These must developed consistent with the activities for managing requests described under clause 4.2

Drafters are required to reference the documents that are relevant to help desk support. These can be inserted as a list directly under clause 4.1.4 or, if the list is extensive, a new annex could be appended to the SOW. Note that if the reference documents are also to be supported (ie, maintained and updated) by the Contractor (Support), they would also be listed in section 4 of SOW Annex A.

Hours of operation for the help desk must also be inserted. Time zone details should be amended if necessary. In some cases it may be beneficial to define core hours (or ‘standard hours’) of help desk operation and non-core hours. The template allows for support out of standard hours to be Task-Priced services, assuming a low volume. However, if demand for Service is continuous but lower in volume than standard hours, the clause could be amended so that all help desk Services are to be undertaken as Recurring Services.

Clause 4.1.6 identifies methods for contacting the help desk. This should be reviewed and amended as necessary.

After reviewing the subsequent clauses, the drafter may conclude that additional information is also required to be added to this clause. Drafters may wish to review the *ASDEFCON (Support) DSD-OPS-HLPDSK* for examples of more detailed clauses and associated guidance.

**Related Clauses:** SOW Annex A, List of Products Being Supported.

Clause 2.2 of the draft SOW, Rate of Effort.

Other subclauses to clause 4 of the draft SOW.

**Optional Clauses:** Nil

## **4.2 Management of Help Desk Requests**

---

**Sponsor:** DMO Standardisation Office

**Status:** Optional

**Purpose:** To define the requirements of the Commonwealth with respect to the management of help desk service requests.

Policy: Nil

Guidance: Clause 4.2 of the draft SOW provides a framework to allow the drafter to describe the management of help desk service requests. The clauses would typically cover the requirements for:

- a. receiving / responding to and logging service requests;
- b. Failure / problem reporting and, when required, the escalation of the service request to another Contractor function (eg, a maintenance request) or the Commonwealth or third party (eg, a software OEM);
- c. service request resolution and reporting; and
- d. how service requests may be prioritised in accordance with failure severity.

The clauses may also be used to specify the standards of performance that apply to the Services through various parameters, such as:

- a. the number of calls per hour that must be able to be handled;
- b. the number of simultaneous callers that must be able to be handled;
- c. response times (ie, the time to respond to a request, but not necessarily solve the problem);
- d. the percentage of, and average times taken to, resolve queries; and
- e. the percentage of queries escalated (referred to other sources of help) for resolution.

Parameters may relate to telephone and/or e-mail based queries, or other forms.

Drafters need to describe their requirements carefully, including both how they are worded and how that relates to determining payment. For example, specifying a number of calls able to be simultaneously handled could require a standing help desk capability that is under-utilised, but drives up costs. Alternatively, payments linked to each request made could also distort the efficiency of the help desk services (ie, payment per query methods have been known to encourage help desk behaviour that encourages further queries to be made).

Drafters may wish to review the *ASDEFCON (Support) DSD-OPS-HLPDSK* for examples of more detailed clauses and associated guidance.

Related Clauses: Other subclauses to clause 4 of the draft SOW.

Optional Clauses: Nil

## 5. ENGINEERING SUPPORT

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Optional (but must be used when Engineering Services are required under the Contract (Support))
<u>Purpose:</u>	To define the requirements for Engineering Services and related work for the Contract (Support).
<u>Policy:</u>	<p><i>DI(G) LOG 4-5-012 Regulation of Technical Integrity of Australian Defence Force Materiel</i></p> <p><i>DI(A) LOG 12-1 Regulation of the Technical Integrity of Land Materiel</i></p> <p><i>DI(N) ADMIN 37-15 Assuring the Safety, Fitness for Service and Environmental Compliance of Naval Capability</i></p> <p><i>DI(N) ADMIN 37-16 Navy Regulatory System</i></p> <p><i>DI(N) LOG 47-3 Technical Regulation of Navy Materiel</i></p>
<u>Guidance:</u>	<p>Clause 5 identifies the Engineering Services required to be provided by the Contractor to support the Products identified in SOW Annex A, List of Products Being Supported, and is applicable where the Contractor is required to provide Engineering Services such as:</p> <ol style="list-style-type: none"> <li>engineering management and compliance with technical regulations;</li> <li>Configuration Management;</li> <li>engineering investigations; and</li> <li>Technical Instruction development.</li> </ol>

This clause must be included where the Contract (Support) requires that Engineering Services be provided. Drafters should note that Contracts that are primarily for the provision of Maintenance Services will also often require some level of Engineering Support to provide complementary Services. For example, in relation to engineering investigations of defects discovered during Maintenance or engineering dispositions for temporary and non-standard repairs.

Other than minor changes that may occur through the development of Defect rectifications and Deviations, *ASDEFCON (Support Short)* does not include the provision of Engineering Services for design changes as these are considered beyond the scope of this template. If significant engineering change proposals are anticipated, the drafter should consider using the *ASDEFCON (Support)* template. If minor engineering changes are possible, these could be managed under the Survey and Quote process, with the Contractor undertaking the development of the design change while the SPO manages the change through internal processes.

Drafters may include additional subclauses to clause 5 if additional Engineering Services are to be provided through the Contract (Support). However, some Engineering Support activities, including the application of more rigorous TRF requirements, will require a greater level of governance and insight than is provided by this template. In these instances, the *ASDEFCON (Support)* template should be used.

Payment for Engineering Services may be either through orders for S&Q Services, ongoing payments for Recurring Services, or a combination of both. If more regular/continuous work is expected, then ongoing payments should be considered in order to retain expertise and reduce the overhead associated with the preparation of quotations and orders for S&Q Services. The drafter will need to carefully consider the approach when developing the pricing schedules and allocating work requirements between Recurring Services and Ad Hoc Services. Additionally, if payment for Recurring Services is used to cover a range of small, discrete task and sustain expertise, the Commonwealth Representative will need to



monitor the effective utilisation of the Contractor's Engineering Personnel to ensure that value for money is achieved.

Where the requirements of the Contract do not include Engineering Support, the heading should be retained and the words 'Not Used' inserted in brackets at the end (ie, "Engineering Support (Not Used)"). All of the subclauses should then be deleted.

Related Clauses: Clause 6 of the draft SOW, Maintenance Support, for Maintenance actions associated with Defect investigations, Deviations and Non-Standard Repairs.

Clause 7 of the draft SOW, Supply Support, for engineering investigations related to Requirements Determination and parts substitution, if applicable.

Optional Clauses: Nil

## **5.1 General Requirements for Engineering Services**

---

Sponsor: DMO Standardisation Office

Status: Core (if Engineering Support is required)

Purpose: To define the:

- a. requirements applicable to the provision of the Engineering Services; and
- b. basic engineering management, administration, and reporting requirements.

Policy: *AAP 7001.053 Technical Airworthiness Management Manual (TAMM)*

*AAP 7001.054 Airworthiness Design Requirements Manual*

*Technical Regulation of ADF Materiel Manual – Land (TRAMM-L)*

*ABR 6492 Navy Technical Regulations Manual (NTRM)*

Guidance: Clause 5.1.1 provides a link between the Engineering Services provided by the Contract (Support) and the Products, in SOW Annex A, to which the Services will be applied. Tables within SOW Annex A contain a column for 'Engineering Authority' to identify which Products the Contractor (Support) has an Engineering responsibility. The Contractor (Support) may have Maintenance responsibilities for many Products but Engineering responsibilities for only a subset of Products as others are managed by Defence or another contractor (eg, the original equipment manufacturer). There is no need to tailor clause 5.1.1, but the drafter must tailor SOW Annex A accordingly.

Drafters should, in tailoring clause 5.1.2, insert references to the relevant publications / orders / instructions describing the detailed administrative processes that must be followed for Engineering Services to be performed. In some cases it will be appropriate to refer to Defence plans, such as a SPO's Configuration Management Plan, but in these instances the drafter / SPO must ensure the plans are appropriate for this purpose. This list should not duplicate the detailed technical manuals for the Products because these should be listed in SOW Annex A against the applicable Product. Do not include reference to Defence policies (eg, DI(G) LOG) unless their applicability specifically identifies their use by contractors, otherwise these documents are open to interpretation within a contract.

Clause 5.1.3 requires that Engineering Services be provided within the overall management direction of the Approved SSMP and, if applicable and inserted by the drafter, a TRF manual or other reference. If only the SSMP is applicable, then the end of the sentence, following 'SSMP', should be removed. Note that, in some situations, more than one TRF could be applicable and more than one TRF manual may need to be listed. If a TRF manual is referenced, clause 5.2 must be included to identify the applicable sections / regulations. If the level of Engineering Services effort and governance / regulation warrants a stand-alone Contractor engineering management plan, then the drafter should consider using the *ASDEFCON (Support)* template instead.

Related Clauses: All other subclauses to clause 5 of the draft SOW.

SOW Annex A, List of Products Being Supported.

DID-SPTS-SSMP, Support Services Management Plan DID.

DID-SPTS-CSR, Contract Status Report DID.

Optional Clauses: Nil

## **5.2 Technical Regulation of Engineering Support**

---

<u>Sponsor:</u>	AIRREG-DGTA (Aerospace) Director of Technical Regulation - Navy (Maritime) Director Technical Regulation - Army (Land)
<u>Status:</u>	Optional (must be included where TRF requirements apply to the Engineering Services to be provided)
<u>Purpose:</u>	To specify the TRF requirements applicable to the Engineering Services provided under the Contract.
<u>Policy:</u>	<i>DI(G) LOG 4-5-012 Regulation of Technical Integrity of Australian Defence Force Materiel</i> <i>DI(G) OPS 02-02 Australian Defence Force Airworthiness Management</i> <i>AAP 7001.053 Technical Airworthiness Management Manual (TAMM)</i> <i>Technical Regulation of ADF Materiel Manual – Land (TRAMM-L)</i> <i>ABR 6492 Navy Technical Regulations Manual (NTRM)</i> <i>DI(A) LOG 12-1 Regulation of the Technical Integrity of Land Materiel</i> <i>DI(N) ADMIN 37-15 Assuring the Safety, Fitness for Service and Environmental Compliance of Naval Capability</i> <i>DI(N) ADMIN 37-16 Navy Regulatory System</i> <i>DI(N) LOG 47-3 Technical Regulation of Navy Materiel</i>
<u>Guidance:</u>	<p>Where Engineering Services are subject to TRF requirements (eg, seaworthiness, mission-worthiness, airworthiness, or otherwise being operationally fit for purpose), then the appropriate technical regulatory requirements for the applicable environment must be applied.</p> <p>Where TRF requirements do not apply to the Engineering Services to be provided under the Contract (Support) (ie, fully managed by the SPO), the title should be retained and the subordinate clauses should be replaced with a single clause stating 'Not used'.</p> <p>If TRF requirements are applicable to the Engineering Services, drafters should be aware that the TRF manual(s) included at clause 5.1.3 will not be fully applicable to the Contractor (Support), as a number of regulations contained within them are usually only applicable to Defence organisations. Accordingly, drafters must seek advice from the relevant TRAs, or representatives, to ensure that the Contract clauses included in the SOW and associated DIDs represent the most up-to-date requirements for contracting. Under clause 5.2.1, drafters should insert the regulations from the TRF manual that are applicable to the Contract (Support) should be listed.</p> <p><b>Aerospace:</b> AIRREG-DGTA is the primary point of contact for advice regarding the applicability of the technical airworthiness regulations to Engineering Support and the application of the TAMM. Aerospace Systems Division QMS Procedure 3-2-1-4 also contains applicable guidance.</p> <p><b>Land:</b> The objective of this clause is to ensure an appropriate Engineering Support framework is in place to enable the continued technical and operational mission worthiness of nominated systems. Contracts for the nominated systems</p>

will require the Contractor to comply with the applicable regulations defined in the TRAMM-L. Advice from DTR-A should be sought when applying these clauses.

**Maritime:** The objective of this clause is to ensure an appropriate Engineering Support framework is in place to enable the continued technical and operational seaworthiness of vessels (and Products fitted to vessels). Consistent with the NTRM, advice must be sought from the 'engineering authority' for the specific maritime systems (as per ABR 6492, volume 2, section 5) when developing clauses for the individual NTRF requirements for a maritime system.

**Electronic:** Electronic systems fitted to various platforms may be subjected to more than one TRF and clause 5.2.1 should be amended accordingly to include the relevant references, or a new clause added, to explain any particular division of responsibilities for technical regulatory requirements. *DI(G) LOG 4-5-012* paragraphs 10 and 11 provides policy guidance for systems and equipment that are subject to more than one TRF, which usually results in the selection of a lead TRF.

**Explosive Ordnance:** If, in rare cases, the Contractor is to manage or undertake Engineering work on components of guided weapons or munitions, the drafter should seek advice from the Directorate of Ordnance Safety regarding additional technical regulatory or audit requirements that may be applicable.

**All:** Drafters should consider the need for a Contractor's Engineering processes (described in the SSMP) to be evaluated against a TRF (as defined in the TAMM, TRAMM-L, or ABR 6492), prior to the delivery of Engineering Services. This may result in important decisions regarding the timing for the delivery of the SSMP and commencement of Engineering Services.

In developing individual sub-clauses, drafters should also consider the relationship with SOW clause 10, Quality Management.

Related Clauses: Clause 5.1 of the draft SOW, General Requirements for Engineering Services, including planning.

Clause 6.2 of the draft SOW, Technical Regulation of Maintenance Support

Clause 10 of the draft SOW, Quality Management

Optional Clauses:

**Note to drafters: Drafters should refer to the applicable Technical Regulatory Authority for guidance.**

Within the maritime TRF, the following clause could form the basis of an appropriate clause for the application of the NTRM to a Contract (Support):

**Note to drafters: Amend the following clauses to reflect the required plans for the draft Contract:**

**5.2.1** Subject to clauses 5.2.2 and 5.2.3, the Contractor shall ensure that Engineering Services are performed in accordance with the following Technical Regulatory Framework regulations defined in Chapter 1, Section 2, Volume 1 of ABR 6492, Navy Technical Regulations Manual:

- a. Regulation No 1, with the words 'under the NTRF' replaced with 'through the Approved SSMP';
- b. all regulations relating to technical risk management;

**Note to drafters: subclause c, including (i) and (ii), may be included is engineering changes are expected to be conducted as S&Q Services in addition to the Contract (Support) SOW:**

- c. all regulations relating to engineering change management, with the exception of:

- (i) the words in Regulation No 3, 'requirements in NTRM Vol 2, Sect 2', are replaced with 'requirements of the NTRM Vol 2, Sect 2 identified in DSD-ENG-CM'; and
- (ii) Regulation Nos 3.5 and 3.5.1;
- d. all regulations relating to defective and unsatisfactory materiel, with the exception that Regulation No 4 is amended to read, 'The Contractor shall implement appropriate mechanisms to ensure that all Contractor and Subcontractor personnel, regardless of position or appointment, report all instances of defective or unsatisfactory materiel';
- e. the engineering aspects of the regulations relating to Maintenance management, noting that the authority for deferring either mandatory or non-mandatory Maintenance must be an individual with appropriate engineering competence;
- f. all regulations relating to delegation of engineering authority, with the exception of Regulation No 6.2;
- g. all regulations relating to authorisations of engineering authorities, with the exception of Regulation Nos 7, 7.1, 7.3 and 7.3.4.4, and with the following amendments:
  - (i) in Regulation No 7.3.2, the words 'defined by the TRA' are replaced with 'defined by the Contractor in its Approved SSMP'; and
  - (ii) in Regulation No 7.3.3, the words 'that conform to the NTRF' are replaced with 'authorised through the Approved SSMP';
- h. Regulation No 8.2; and
- i. Regulation No 10.

**5.2.2** For the purposes of this clause 5.2, the following terms from ABR 6492 shall be interpreted as follows:

- a. 'ADF maritime materiel' means the Products being supported under the Contract;
- b. 'Engineering Management Plan' or 'EMP' means the Approved SSMP;
- c. 'executive' or 'executive authority' means the Commonwealth Representative.

**5.2.3** In interpreting the application of the regulations identified at clause 5.2.1 to the provision of Engineering Services, the Contractor shall be guided by the requirements of Volume 2 of ABR 6492.

### **5.3 Configuration Management**

---

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Core (if Engineering Support is required)
<u>Purpose:</u>	To define the requirements of the Contract (Support) with respect to the Configuration Management (CM) of the Products.
<u>Policy:</u>	Nil
<u>Guidance:</u>	This clause specifies the requirements for the CM of the Products supported under the Contract (Support). Drafters should note that CM is fundamental to the effective management, and often the safety, of complex Commonwealth assets.

Clause 5.3.1 is a core clause requiring the Contractor to ensure that Products remain compliant with their authorised Configuration Baselines, unless otherwise agreed by the Commonwealth Representative (eg, for Deviations and non-standard repairs that are subject to engineering investigation under clause 5.4). Drafters need to insert the applicable authoritative reference for the Configuration Baseline in clause 5.3.1 – this may be an 'Illustrated Parts Breakdown' (IPB) or

'Configuration Status Account' (CSA) that the Contractor (Support) will have access to.

Clause 5.3.2 is an optional clause to have the Contractor (Support) manage the Configuration Baseline for the applicable Products against which they have been annotated that responsibility in SOW Annex A. This will be applicable in many cases where the Contractor (Support) has responsibility 'below the level of interest' of Defence (eg, will not impact on form, fit or function of an RI). In some cases, this will not be applicable if the lower level configuration is managed by a separate original equipment manufacturer or Associated Party under clause 3.8. If not required, the optional clause should be deleted. If required, the drafter / SPO will need to ensure that the Contractor has the resources to amend the Configuration Baseline, such as editable copies of the applicable IPB or CSA – this may require additional clauses here and clause 9.2 Technical Data.

For both subclauses, the drafter must update SOW Annex A accordingly.

Related Clauses: SOW Annex A, List of Products Being Supported.

Clause 3.8 of the draft SOW, Coordination and Cooperation.

Clause 9.2 of the draft SOW, Technical Data

DID-SPTS-SSMP, Support Services Management Plan DID.

Optional Clauses: Nil

#### **5.4 Engineering Investigations**

---

Sponsor: DMO Standardisation Office

Status: Core

Purpose: To identify the requirements for conducting engineering investigations into a range of areas, including Defects, parts substitution, changes to maintenance procedures, and draft publication amendments.

Policy: Nil

Guidance: The conduct of engineering investigations, either in their entirety by the Contractor or in addition to Commonwealth investigations, is a core activity of Engineering Support. Accordingly, engineering investigations is a core clause, but the identification of individual types of investigations may be tailored.

The structure of clause 5.4 is based on three sets of engineering investigations, how they are raised, and the associated reporting. The first set of investigations, listed under clause 5.4.1, are routine (recurring) activities. The second set, listed under 5.4.2 are initiated by the Commonwealth Representative when required, while the third set, through clause 5.4.3, can be initiated by the Contractor. In accordance with clause 5.4.5, the latter two sets are performed as S&Q Services, while the first set (clause 5.4.1) are performed as Recurring Services. Inclusion within Recurring Services (clause 5.4.1) must be checked before S&Q Services can be applied. Clause 5.4.4 identifies the required details for requests for investigations raised by either party (applicable to 5.4.2 and 5.4.3).

Drafters may include additional engineering investigation topics, or delete existing ones, as appropriate to the scope of the Engineering Services required. Drafters may also move engineering investigation activities between the three sets, in order to change how they are initiated and the most appropriate payment method for the required Services and approach taken for the Contract (Support).

Clause 5.4.6 requires the Contractor to prioritise the engineering investigations base on their judgement of the potential impact, although specific completion times could be specified for each individual activity within the requirements under 5.4.4d.

The final clauses, 5.4.7 and 5.4.8 cover reports and the Commonwealth response, and should not require tailoring other than to identify alternative to the default time periods.

While the clauses themselves are relatively uncomplicated, structuring (grouping) the investigations for the methods of payment may not be. Drafters should consider whether purely firm priced payments (ie, as Recurring Services), differing types of Ad Hoc Service payments, or a combination of methods are best suited and establish these in COT Attachment A, Annex D Financial (for subsequent transfer to Attachment B, Price and Payments). For a small number of supported Products, S&Q Services may be appropriate. If establishing an in-country Engineering Support capability for foreign equipment is desired, then a more predictable payment regime may be required to retain expertise. This area of Engineering Support is hard to quantify as predicting the work requirements and balancing warranties from the Acquisition Phase may prove difficult.

Access to Technical Data is essential and, in many cases, must be available (either as GFI/GFD or direct from the OEM) for investigations to be effective. Accordingly, engineering investigation usually requires clause 9.2, Technical Data, to be included in the SOW and Technical Data to be provided as GFD/GFI unless directly available from the OEM. Drafters should consider these requirements when tailoring.

Related Clauses: COT Attachment A, Annex D, Financial  
Attachment B, Price and Payments  
SOW Annex A, List of Products Being Supported  
Clause 5.3 of the draft SOW, Configuration Management  
Clause 6.7 of the draft SOW, Maintenance Investigations  
Clause 6.8 of the draft SOW, Deviations and Non-Standard Repairs  
Clause 9.2 of the draft SOW, Technical Data  
DID-SPTS-SSMP, Support Services Management Plan DID

Optional Clauses: Nil

## **5.5 Technical Instruction Development**

---

Sponsor: DMO Standardisation Office

Status: Optional

Purpose: To identify the requirements of the Contract with respect to the development of draft Technical Instructions.

Policy: Nil

Guidance: Technical Instructions may have different names under the different TRFs (for example, Technical Instructions can embrace Special Technical Instructions in the aerospace environment, Technical Acquaints and Technical Directives in the maritime environment, and Electrical and Mechanical Engineering Instructions in the land environment).

This Service is optional and may not be necessary where the Commonwealth has alternate sources of expertise for this kind of development or where the Contract supports simple equipment for which the need to develop technical instructions is unlikely to occur during the period of a Contract.

Due to their undefined scope, development of Technical Instructions will generally need to be undertaken as S&Q Services, which is addressed through clause 5.5.4.

If this Technical Instruction development is not required the heading should be retained and the clauses deleted and replaced with 'Not used'. Note that if the clause is not used, S&Q Services could always be accessed if the unexpected need for Technical Instruction development arose during the Contract; however, such a task would not have the initial direction provided by this clause.

If clause 5.5 is required, the drafter should insert the applicable reference(s) into clause 5.5.1, for development procedures, and clause 5.5.3 for the standards applicable to each type of document.

Related Clauses/Documents:

Glossary, which defines "Technical Instruction"

Clause 5.3 of the draft SOW, Configuration Management

Clause 9.2 of the draft SOW, Technical Data

DID-SPTS-SSMP, Support Services Management Plan

DID-SSM-S&Q, Quote for S&Q Services (from *ASDEFCON (Support)*)

Optional Clauses: Nil

## 6. MAINTENANCE SUPPORT

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Optional (but must be used when Maintenance Services are required under the Contract (Support))
<u>Purpose:</u>	To define the requirements for Maintenance Services and related work for the Contract (Support).
<u>Policy:</u>	<p><i>DI(G) LOG 4-5-009 Maintenance Policy</i></p> <p><i>DI(G) LOG 4-5-010 Contingency Maintenance</i></p> <p><i>DI(G) LOG 4-5-012 Regulation of Technical Integrity of Australian Defence Force Materiel</i></p> <p><i>DI(G) OPS 05-3 Civilians in Support of Australian Defence Force Operations (applicable only if Maintenance Support is to be provided in the area of operations)</i></p> <p><i>AAP 7001.059 ADF Aviation Maintenance Management Manual</i></p>
<u>Guidance:</u>	<p>This clause must be included if the Contract (Support) requires the provision of Maintenance Services. There may be support contracts that do not include Maintenance Support, such as those exclusively for the provision of Engineering, Supply, or Training Services.</p> <p>Drafters may include additional subclauses to clause 6 if additional Maintenance Services are required for the Contract (Support). Some other Maintenance Support activities, including the application of more rigorous TRF requirements, will require a greater level of governance and insight than is provided by this template. In these instances, the <i>ASDEFCON (Support)</i> template should be used.</p> <p>If the Contract (Support) does not contain any Maintenance Support requirements, then the heading should be retained but the words 'Not Used' should be inserted in brackets at the end (eg, "Maintenance Support (Not Used)"). All of the lower-level clauses of clause 6 should then be deleted.</p>
<u>Related Clauses:</u>	<p>Clause 4 of the draft SOW, Operating Support.</p> <p>Clause 5 of the draft SOW, Engineering Support, for the Engineering actions associated with the development of Deviations, Non-Standard Repairs, Modification Orders and Technical Instructions.</p> <p>Clause 7 of the draft SOW, Supply Support, for the Supply interfaces with Maintenance Services (eg, in relation to the delivery of Non-RIs).</p> <p>Clause 9.3 of the draft SOW, for S&amp;TE to enable maintenance.</p> <p>SOW Annex A, List of Products Being Supported, for Products, Maintenance responsibilities and Maintenance manuals.</p>

Optional Clauses: Nil

### 6.1 General Requirements for Maintenance Services

---

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Core (if Maintenance Support is required)
<u>Purpose:</u>	<p>To define:</p> <ol style="list-style-type: none"> <li>the general requirements applicable to the provision of the Maintenance Services; and</li> <li>the basic Maintenance management, administration, and reporting requirements.</li> </ol>
<u>Policy:</u>	TRF documents applicable to the provision of Maintenance Services (ie, TRAMM-L, TAMM, ABR 6492)



*DI(G) LOG 4-5-009, Maintenance Policy*

*DI(G) LOG 4-5-010, Contingency Maintenance*

*DI(G) LOG 4-5-012, Regulation of Technical Integrity of Australian Defence Force Materiel*

*AAP 7001.059, ADF Aviation Maintenance Management Manual*

Guidance:

Clause 6.1.1 provides a link between the Maintenance ‘work’ clauses of the SOW and the Products to which Maintenance Services are applied, as listed in of SOW Annex A, List of Products Being Supported, section 1 Repairable Items (RIs). Essentially, this clause does not require tailoring; however, the drafter must ensure that all RIs to be maintained are listed in SOW Annex A, along with appropriate Maintenance manuals and allocations of Maintenance responsibilities (eg, level/depth and grades of repair).

Drafters should, in tailoring clause 6.1.2, insert references to the relevant publications / orders / instructions describing the detailed administrative processes that must be followed for Maintenance Services to be performed. This list should not include detailed Maintenance manuals that are listed in SOW Annex A. Do not include reference to Defence policies (eg, DI(G) LOG) unless their applicability specifically identifies their use by contractors, otherwise these documents are open to interpretation within a contract.

Clause 6.1.3 addresses calibration as a Maintenance activity, citing NATA as the accrediting body. Where another accrediting body is applicable, this clause should be amended accordingly. If calibration is not required, the clause should be replaced with “Not used”.

The drafter needs to determine whether planning requirements, for the management and performance of Maintenance, can be included within the SSMP or if a separate Maintenance Management Plan (MMP) is required. If the scope of Maintenance Support for the Contract is concise (eg, relates only to the deeper Maintenance of similar RIs at a single location), then embedding the basic MMP requirements within the SSMP may be sufficient. If Maintenance Support must be provided in accordance with TRF requirements and there will be a need for review by the TRA and greater insight into Maintenance activities, then a separate MMP will normally be required. If the Contract covers several areas, such as a range of Maintenance Support activities in various locations, in addition to providing Engineering and Supply Services, then a stand-alone MMP will often be more practical for the Contractor and Defence than including it in a combined SSMP (note that the SSMP will still briefly summarise and refer to the MMP).

Drafters should determine whether or not a separate MMP is required based on these considerations. If inclusion within the SSMP is acceptable, the optional clauses should be deleted. If a separate MMP is required, then the optional SOW clauses (starting at clause 6.1.4) should be selected and the MMP maintenance interval (how often it is reviewed for update) inserted. If a separate MMP is not required, then the optional clauses should be deleted and DID-SPTS-MMP removed from SOW Annex C.

If planning for Maintenance is to be included in the SSMP, then the drafter should review DID-SPTS-SSMP. DID-SPTS-SSMP identifies the need to address Maintenance Support management in the SSMP, if the SOW requires it. By default this DID does not require tailoring; however, if the scope of Maintenance Support planning is reduced from that described for the SSMP, or if specific requirements are needed, then DID-SPTS-SSMP will need to be tailored accordingly. Likewise, if a separate MMP is required, DID-SPTS-MMP should be reviewed. DID-SPTS-MMP contains numerous notes linking requirements for the MMP to TRF regulations, intended to assist both the drafter and Contractor.

For clause 6.1.9 (which will be renumbered if the MMP option is not selected), the drafter needs to edit the reference to the selected plan. The drafter may also insert an applicable TRF manual. Note that, in some situations, more than one TRF could

be applicable and more than one TRF manual may need to be listed. If a TRF manual is referenced, clause 6.2 must be included.

Drafters should consider the need for Maintenance logs and other physical documentation provided to the Commonwealth for reporting on individual Maintenance actions taken. If needed, a definition of Maintenance Documentation may be added to the Glossary to capture the scope of documents involved.

Related Clauses: SOW Annex A, List of Products Being Supported (for the RIs to be Maintained and the relevant level/depth and grades of repair within the Contractor's responsibilities).

SOW Annex C, List of Data Items

DID-SPTS-SSMP, Support Services Management Plan DID

DID-SPTS-MMP, Maintenance Management Plan DID

DID-SPTS-CSR, Contract Status Report DID

Optional Clauses: Nil

## **6.2 Technical Regulation of Maintenance Support**

---

Sponsor: AMNTREG-DGTA (Aerospace)

Director of Technical Regulation - Navy (Maritime)

Director of Technical Regulation - Army (Land)

Status: Optional (must be included if TRF requirements apply to the provision of Maintenance Services)

Purpose: To define the required TRF requirements for maintenance activities.

Policy: *DI(G) LOG 4-5-012 Regulation of Technical Integrity of Australian Defence Force Materiel*

*DI(G) OPS 02-02 Australian Defence Force Airworthiness Management*

*AAP 7001.053 Technical Airworthiness Management Manual (TAMM)*

*Technical Regulation of ADF Materiel Manual – Land (TRAMM-L)*

*ABR 6492 Navy Technical Regulations Manual (NTRM)*

*DI(A) LOG 12-1 Regulation of the Technical Integrity of Land Materiel*

*DI(N) ADMIN 37-15 Assuring the Safety, Fitness for Service and Environmental Compliance of Naval Capability*

*DI(N) ADMIN 37-16 Navy Regulatory System*

*DI(N) LOG 47-3 Technical Regulation of Navy Materiel*

Guidance: If Maintenance Services are to be subject to TRF requirements (eg, airworthiness, seaworthiness, mission-worthiness or otherwise being operationally fit for purpose), then the appropriate TRF requirements for the applicable environment must be applied.

If TRF requirements are not applicable to the Maintenance Services (eg, for a commercially based computer system or fully managed by the SPO), then the heading should be retained and the subordinate clauses in the SOW template should be replaced with a single clause stating 'Not used'.

If TRF requirements are applicable to the Maintenance Services, drafters should be aware that the TRF manual(s) included at clause 6.1 will not be fully applicable to the Contractor (Support), as a number of regulations contained within them are usually only applicable to Defence organisations. Accordingly, drafters should seek advice from the relevant TRAs, or representatives, to ensure that the Contract clauses included in the SOW and DID-SPTS-MMP represent the most up-to-date

requirements for contracting. Under clause 6.2.1, the regulations from the TRF manual(s) that are applicable to the Contract (Support) should be listed.

**Aerospace:** The objective of this clause is to ensure an appropriate Maintenance Support framework is in place to enable the continued technical and operational airworthiness of aircraft (and aeronautical products). Drafters should be aware of the special 'Aerospace Module' that contains the changes to the standard *ASDEFCON (Support)* template that should be incorporated when the Services include the provision of aerospace-related services. Aspects of this module, may also be applicable to *ASDEFCON (Support Short)* use, particularly for those in contracting scenario #3 (refer to the '[template selection](#)' section above). AMNTREG-DGTA is the primary point of contact for advice regarding the applicability of the technical airworthiness regulations to Maintenance. Aerospace Systems Division (ASD) QMS Procedure 3-2-1-11 contains applicable guidance.

**Land:** The objective of this clause is to ensure an appropriate Maintenance Support framework is in place to enable the continued technical and mission worthiness of nominated systems. Contracts for the nominated systems will require the Contractor to comply with the applicable regulations defined in the TRAMM-L. Review of documented Maintenance processes and record keeping may be required, as may audits to ensure compliance with the TRAMM-L. Advice from DTR-A should be sought if applying these clauses.

**Maritime:** The objective of this clause is to ensure an appropriate Maintenance Support framework is in place to enable the continued technical and operational seaworthiness of vessels. Contracts for the Maintenance of ships and submarines (and components) will require the Contractor to comply with the ABR 6492, with specific requirements defined by the applicable Authorised Engineering Organisation. Review of documented Maintenance processes and record keeping may be required, as may audits to ensure compliance with ABR 6492. Advice from DTR-N and the 'engineering authority' (as defined in ABR 6492, volume 2, section 5) for the specific maritime system should be sought if applying this clause. An example of a possible clause is provided under the heading, "Optional Clauses", below.

**Electronic:** Electronic systems fitted to various platforms may be subjected to more than one of these requirements and draft SOW clause 6.2 should be amended accordingly, to include the relevant references, or a new clause added to explain any division of responsibilities for technical regulatory requirements. DI(G) LOG 4-5-012 paragraphs 10 and 11 provides policy guidance on how systems and equipment that are subject to more than one TRF should be handled.

**Explosive Ordnance:** If, in rare cases, the Contractor is to manage or undertake Maintenance work on components of guided weapons or munitions, the drafter should seek advice from the Directorate of Ordnance Safety regarding additional technical regulatory or audit requirements that may be applicable.

In developing individual sub-clauses, drafters should also consider the relationship with SOW clause 10, Quality Management. It may be suitable that compliance with the TRF be integrated with Quality Management activities (eg, sub-clauses to 6.2 may indicate that TRF compliance audits will be a specific component of quality audits, with shortfalls automatically invoking clause 10.3 for non-conformance).

Related Clauses: DID-SPTS-SSMP, Support Services Management Plan DID  
DID-SPTS-MMP, Maintenance Management Plan DID  
Clause 10 of the draft SOW, Quality Management

Optional Clauses:

**Note to drafters: Refer to the applicable TRA for guidance.**

For the Maritime TRF, the following clause could form the basis of an appropriate clause for the application of the NTRM to a Contract (Support):

**Note to drafters: Amend the following clauses to reflect the required plans for the draft Contract:**

**6.2.1** Subject to clauses 6.2.2 and 6.2.3, the Contractor shall ensure that Maintenance Services are performed in accordance with the following Technical Regulatory Framework regulations defined in Chapter 1, Section 2, Volume 1 of ABR 6492, Navy Technical Regulations Manual:

- a. Regulation No 1, with the words 'under the NTRF' replaced with 'through the Approved MMP and Approved QP';
- b. all regulations relating to technical risk management;
- c. Regulation No 3.1;
- d. all regulations relating to defective and unsatisfactory materiel, with the exception of Regulation No 4;
- e. all regulations relating to Maintenance management, noting that the authority for deferring either mandatory or non-mandatory Maintenance must be an individual with appropriate engineering competence;
- f. Regulation No 7.2;
- g. Regulation No 7.3.3, with the words 'that conform to the NTRF' replaced with 'authorised through the Approved MMP';
- h. Regulation Nos 7.3.4 and 7.4; and
- i. Regulation No 10.

**6.2.2** For the purposes of this clause 6.2, the following terms from ABR 6492 shall be interpreted as follows:

- a. 'ADF maritime materiel' means the Products being supported under the Contract;
- b. 'Engineering Management Plan' or 'EMP' means the Approved MMP;
- c. 'executive' means the Commonwealth Representative; and
- d. 'Authorised Engineering Organisations' or 'AEOs' means the Contractor.

**6.2.3** In interpreting the application of the regulations identified at clause 6.2.1 to the provision of Maintenance Services, the Contractor shall be guided by the requirements of Volume 2 of ABR 6492.

### **6.3 Contractor Maintenance Management System**

---

Sponsor: DMO Standardisation Office

Status: Optional

Purpose: To identify the approach to Maintenance management, administration, and reporting using a Maintenance Management System.

Policy: Nil

Guidance: This optional clause requires the Contractor to have a Maintenance Management System to perform the functions listed. The system is to be operated in accordance with the Approved SSMP or MMP, as applicable. The alternative is to allow the Contractor to have access to a Defence information system for this purpose, through tailoring SOW Annex B, Mandated Defence Information System Use (eg, for use of MILIS).

If the Contractor is to use their own system, this clause should be retained, the MMP or SSMP inserted, and the list of specific functions tailored as required. If the Contractor is to use a combination of their own system and to a Defence information system, then both SOW Annex B and this clause will need tailoring.

If the Contractor is to use a Defence information system, then the SOW clause will need to be replaced (if only a Defence information system is to be used) or added

to (if a Defence information system and Contractor's system are to be used). The optional clause, listed below, should be transferred to the end of clause 6.3 of the draft SOW if a Defence information system is to be used for either case.

Details for the Defence-provided information system must then be inserting into clause 1.3 of SOW Annex B. If both Defence and Contractor systems are to be used, the requirements for the Defence information system may be complementary to the functions listed under clause 6.3.1; hence, this clause and Annex B will need to be tailored consistently.

If the Defence information system option is to be used, the drafter will need to consider issues related to security, GFE, possible access to Defence facilities, and the general use clause in SOW Annex B. Drafters should note that training in Commonwealth-provided Information Systems is also included in Annex B.

**Related Clauses:** SOW Annex B, Mandated Defence Information System Use

DID-SPTS-SSMP, Support Services Management Plan DID.

DID-SPTS-MMP, Maintenance Management Plan DID.

Attachment G, GFM, if the Commonwealth will provide the equipment to access a Defence information system.

**Optional Clauses:**

6.3.3 The Contractor shall use a Defence information system, as described in Annex B to the SOW and in accordance with the Approved SSMP [...INSERT 'or Approved MMP' IF APPLICABLE...], for managing the Maintenance of Repairable Items listed in Annex A to the SOW.

#### **6.4 Authority to Fit**

---

**Sponsor:** Applicable Technical Regulatory Authority:

Maritime Director of Technical Regulation - Navy (DTR-N)

Land Director of Technical Regulation - Army (DTR-A)

Aerospace Aircraft Maintenance Regulation - Director General Technical Airworthiness (AMNTREG-DGTA)

**Status:** Optional (must be included for all systems and equipment managed within a TRF).

**Purpose:** To implement strict parts and configuration control for systems and equipment subject to technical regulation.

**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 6.4 should be deleted and replaced with '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. Drafters should insert the applicable source reference document or system into this clause where indicated (note, that this may be the same or derived from the Product Baseline reference includes at clause 5.3).

Drafters should review and amend the clauses where appropriate (eg, remove reference to aeronautical product and/or Cannibalisation when not applicable).

**Related Clauses:** Clause 5.3 of the draft SOW, Configuration Management

Clause 6.5 of the draft SOW, Cannibalisation

Optional Clauses: Nil

## **6.5 Cannibalisation**

---

<u>Sponsor:</u>	Refer to Technical Regulatory Authority for clause 6.2.
<u>Status:</u>	Optional (must be included for all systems and equipment managed and maintained within a TRF)
<u>Purpose:</u>	To implement strict controls on Cannibalisation practices.
<u>Policy:</u>	TBD
<u>Guidance:</u>	<p>Cannibalisation is the removal of a serviceable Repairable Item or Non-Repairable Item from one Product, in order to use that item to make another Product serviceable. As it can result in increased work (the removed item also has to be replaced) and the possibility of inducing additional failures in a system, Cannibalisation is not generally permitted unless there is an immediate operational requirement.</p> <p>The Cannibalisation clause can only be made applicable where there is a strict parts and Configuration Control program in place; accordingly, inclusion of the 'authority to fit' under clause 6.4, is a prerequisite to Cannibalisation.</p> <p>If Cannibalisation is not applicable, the clauses under 6.5 should be deleted and replaced with 'Not used'.</p>

Related Clauses: Clause 6.4 of the draft SOW, Authority to Fit.

Optional Clauses: Nil

## **6.6 Beyond Economic Repair and Beyond Physical Repair**

---

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Optional
<u>Purpose:</u>	To define the requirements for the Maintenance activity applicable to Repairable Items that are damaged, or have suffered such a significant failure such that they may not be economical to repair or be able to be repaired.
<u>Policy:</u>	<p>Maritime    NAVSUPMAN 10</p> <p>Land        Electronic Supply Chain Manual.</p> <p>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.</p>
<u>Guidance:</u>	<p>The conditions to determine whether or not a Repairable Item should be considered economical to repair will vary from one Service or environment to another. Drafters need to include definitions for Beyond Economic Repair and Beyond Physical Repair in the Glossary. These definitions should include the Service-specific or environment-specific criteria for making the determination as to Beyond Economic Repair or Beyond Physical Repair. Additionally, drafters need to be mindful that repair may deliver a reduced Repairable Item life (i.e. the MTBF may be less after repair than before repair), and this needs to be considered in any Beyond Economic Repair calculation.</p> <p>If not applicable, the clauses under 6.6 should be deleted and replaced with 'Not used'. If required, the subclauses under clause 6.6 should be reviewed but, in general, do not require amendment.</p>

Related Clauses: Clause 7.7 of the draft SOW, Disposal

Optional Clauses: Nil

## 6.7 Maintenance Investigations

---

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Core
<u>Purpose:</u>	To enable Maintenance investigations to be undertaken, as and when required, in support of Maintenance activities.
<u>Policy:</u>	TBD
<u>Guidance:</u>	<p>The ability to request Maintenance investigations is essential for Materiel Systems with complex Maintenance requirements. Additionally, the investigation of Defects may be a requirement under technical regulatory requirements. Maintenance investigations may also result in follow-on engineering investigations, if draft SOW clause 5.4 has been included in the Contract (Support).</p> <p>Drafters need to insert the reference to the SSMP or MMP, if a separate MMP has been required by clause 6.1, where indicated. Otherwise, the subclauses under clause 6.7 should be reviewed but, in general, do not require amendment.</p>
<u>Related Clauses:</u>	<p>Clause 5.4 of the draft SOW, Engineering Investigations.</p> <p>DID-SPTS-SSMP, Support Services Management Plan DID.</p> <p>DID-SPTS-MMP, Maintenance Management Plan DID.</p>
<u>Optional Clauses:</u>	Nil

## 6.8 Implementing Non-Standard Repairs and Deviations

---

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Optional
<u>Purpose:</u>	To identify the Maintenance actions for Non-Standard Repairs and Deviations.
<u>Policy:</u>	TBD
<u>Guidance:</u>	<p>This clause defines the Maintenance portion of this process; the other aspects such as investigation and development of acceptable repair schemes are addressed through the Engineering Support clause and/or S&amp;Q Services. The investigations through Engineering Support may be conducted either by the Contractor under the Engineering Support clause, by the Commonwealth, or by a third party Contractor/OEM who is the engineering authority.</p> <p>This clause may be optional for simpler support contracts where this situation may not require formal management processes. If not applicable, the clauses under 6.8 should be deleted and replaced with 'Not used'.</p> <p>Prior to the implementation of either a Non-Standard Repair or a Deviation (which is not associated with a Non-Standard Repair) the Contractor is to submit an Application for Deviation (prepared in accordance with DID-PM-MGT-AFD); this process is managed through SOW clause 10.4. The Approved Application for Deviation will detail any constraints placed on the Non-Standard Repair or Deviation. Accordingly, the Contractor will need to store and follow all Approved Applications for Deviation.</p> <p>If clause 6.8 is required, drafters should insert the references to the applicable procedures and the baseline documentation, as indicated in the draft SOW. Otherwise, the subclauses under clause 6.8 should be reviewed but, in general, do not require amendment.</p> <p>If the same Contractor is providing both Maintenance and Engineering Services, then clause 5.4 of the draft SOW (Engineering Investigations) should be reviewed concurrently with this clause.</p>
<u>Related Clauses:</u>	<p>Clause 5.3 of the draft SOW, Configuration Management</p> <p>Clause 5.4 of the draft SOW, Engineering Investigations</p>

Clause 6.7 of the draft SOW, Maintenance Investigations

Clause 10.4 of the draft SOW, Commonwealth Representative Approval of Non-Conforming Services

DID-PM-MGT-AFD, Application for Deviation (this DID from *ASDEFCON (Strategic Materiel)*)

Optional Clauses: Nil

---

## **6.9 Incorporating Modifications, Alterations, and Technical Instructions**

---

Sponsor: DMO Standardisation Office

Status: Optional

Purpose: To identify the need for Maintenance actions to implement Modification Orders, Alterations, and Technical Instructions.

Policy: TBD

Guidance: This clause defines the Maintenance portion of this process; other aspects, such as the development of these requirements, are addressed through the Engineering Services that may be conducted by the Contractor under the Engineering Support clause, by the Commonwealth, or by a third party Contractor/OEM who is the responsible engineering authority.

This clause may be optional for simpler support contracts, where this situation may not arise or not require formal management processes (beyond that which would be defined in the S&Q order). If not applicable, the clauses under clause 6.9 should be deleted and replaced with 'Not used'.

If clause 6.9 is required, drafters should insert the references to the applicable procedures for implementing modification orders, alterations, and/or technical instructions, as indicated in the draft SOW.

If the same Contractor is providing both Maintenance and Engineering Services, then clause 5.5 of the draft SOW (Technical Instruction Development) should be reviewed concurrently with this clause.

Related Clauses: Clause 5.5 of the draft SOW, Technical Instruction Development

Optional Clauses: Nil



## 7. SUPPLY SUPPORT

- Sponsor: DMO Standardisation Office
- Status: Optional (but must be used when Supply Services are required under the Contract (Support))
- Purpose: To define the requirements for Supply Services and related work for the Contract (Support).
- Policy: Electronic Supply Chain Manual (ESCM)  
*DEFLOGMAN, part 2, volume 3, Australian Defence Force Requirements Determination and Management of Reserve Stocks*  
*DEFLOGMAN, part 2, volume 5 – Defence Inventory and Assets Manual*  
*DEFLOGMAN, part 2, volume 6, Defence Materiel Entitlements*  
*DEFLOGMAN, part 2, volume 7, Defence Policy on Obsolescence Management*  
*DEFLOGMAN, part 2, volume 8 – Logistic Support to Operations and Exercises Manual*  
*DEFLOGMAN, part 2, volume 17, Stocktaking of Defence Assets*  
*DI(G) LOG 4–3–004, Defence Stock Location Policy*  
*DI(G) LOG 4–3–005, Defence Procurement Routing Rules*  
*DI(G) LOG 4–3–008, Disposal of Defence Assets*  
*DI(G) LOG 4–3–017, Supply Aspects of Contractor Owned Spares*  
*DI(G) LOG 4–3–019, Item Identification and Recording of Defence Assets*  
 Single Service Supply-related publications
- Guidance: This clause must be included if the Contract (Support) requires that Supply Services be provided. Supply Services are not required if all Supply Support activities of the Contractor are internal to the Contractor's processes. For example, if the Contractor does not supply new Items to Defence but only uses Items (consumables) itself, which are not sourced from the Defence supply chain, to perform Maintenance Services.
- If there are no Supply Support requirements, the heading should be retained and the words 'Not Used' inserted in brackets at the end (ie, "Supply Support (Not Used)"). All of the subclauses should then be deleted.
- Supply Support is governed by a significant number of policies and manuals, as indicated by the list above. Whilst every effort has been made to ensure that the applicable elements of the *ASDEFCON (Support Short)* template accord with these policies, they are subject to change over time. Drafters, therefore, need to confirm for themselves that their implementation of the template is consistent with the latest policies and practices that are applicable to their environment at the time of drafting.
- Drafters should also be aware that, at times, the *ASDEFCON (Support Short)* template is deliberately inconsistent with the identified policies and manuals. For example some of the Supply-related terminology (eg, Non-RIs) and associated definitions are inconsistent with the ESCM because the terminology used in the ESCM is applicable only inside Defence and not always appropriate for use in a contract.
- Related Clauses: Clause 3.10, Contractor Managed Commonwealth Assets for assets assurance and stocktaking.
- Clause 5 of the draft SOW, Engineering Support, particularly with respect to activities supporting new items introduced under modifications and for the determination of substitute items of Supply and the authority to fit them.

Clause 6 of the draft SOW, Maintenance Support, for the provision of items used in Maintenance and, specifically, for the disposal of items that are beyond physical or economic repair.

Clause 9 of the draft SOW, Support Resources (eg, the provision of Packaging materials and special-to-type containers).

## **7.1 General Requirements for Supply Services**

---

Sponsor: DMO Standardisation Office

Status: Core (to Contracts requiring Supply Services)

Purpose: To define:

- a. the required Supply Services;
- b. the requirements applicable to the provision of the Supply Services; and
- c. the basic Supply management, administration, and reporting requirements.

Policy: TBD

Guidance: This clause must be used if Supply Services are required under the Contract and is applicable where the Contractor is required to provide Supply Services such as:

- a. inventory management including Requirements Determination;
- b. issuing and receipting;
- c. care of Stock Items in storage, including Maintenance while in storage;
- d. handling and movement of Stock Items;
- e. disposal; and
- f. demand satisfaction, including priority demand satisfaction.

Drafters are required to review and amend clause 7.1.2 to align with the scope of work under the Contract (Support). Drafters are reminded that assets assurance, including stocktaking, and reporting for CMCA is included at clause 3.10, Contractor Managed Commonwealth Assets, and does not need to be repeated under clause 7.

Drafters are also required to review clause 7.1.3 and identify the references that are relevant or applicable to the Supply Services to suit the requirements of the Contract. Defence policy (eg, DI(G) LOGs) should not be referenced unless their applicability specifically identifies their use by contractors, otherwise these types of documents are open to interpretation within a contract.

The requirement for Supply Management activities should be addressed in the SSMP.

Related Clauses: Clause 3.14 of the draft SOW, Contractor Managed Commonwealth Assets.

DID-SPTS-SSMP, Support Services Management Plan DID.

DID-SPTS-CSR, Contract Status Report DID.

Optional Clauses: Nil

## **7.2 Supply Management System**

---

Sponsor: DMO Standardisation Office

Status: Core (to Contracts requiring Supply Services)

Purpose: To identify the approach to Supply management, administration, and reporting using a Supply Management System.

Policy: DEFLOGMAN, part 2  
DEFLOGMAN, part 3, ESCM

**Guidance:** This optional clause requires the Contractor to use a Supply Management System in accordance with the Approved SSMP. If the requirements for Item management can be met by the Contractor's obligations in accordance with clause 3.10, then clause 7.2.1 may be deleted and replaced with 'Not used'.

If a Supply Management System is required, draft clause 7.2.1 requires that the Contractor have access to a Defence information system for this purpose. The details of functions to be performed by the Contractor are then included through tailoring SOW Annex B, Mandated Defence Information System Use (eg, for the use of MILIS).

If a Supply Management System is required, but is to be the Contractor's own information system, or a combination of Defence-owned and Contractor information systems are required, then the optional clause below may be copied into, or following, clause 7.2.1 and then tailored for the functions required.

**Related Clauses:** Clause 3.10, of the draft SOW, Contractor Managed Commonwealth Assets.  
Annex B to the draft SOW, Mandated Defence Information System Use.  
DID-SPTS-SSMP, Support Services Management Plan DID.

**Optional Clauses:**

7.2.1 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 to ensure that the functionality defined accords with the needs of the drafter's organisation.**

7.2.2 The Contractor shall provide the Commonwealth Representative with the following details from the Approved Contractor Supply Management System with each submission of the Services Summary Report, as required under the Contract:

- a. serviceable Stock Items held,
- b. entitlements,
- c. dues in,
- d. Stock Items issued,
- e. Stock Items ordered,
- f. expenditure on Stock Items,
- g. unserviceable Stock Items,
- h. Stock Items awaiting repair,
- i. Stock Items in transit,
- j. loans,
- k. delivery details,
- l. Stock Items transferred,
- m. serial Stock Items transferred,
- n. serial tracking,
- o. Stock Items repaired,
- p. shelf life Stock Items, and

- q. Stock Items for disposal.

### 7.3 Requirements Determination

---

<u>Sponsor:</u>	DMO Standardisation Office
<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>	<i>DEFLOGMAN, part 2, volume 3, Australian Defence Force Requirements Determination and Management of Reserve Stocks</i>
<u>Guidance:</u>	<p>The initial determination of the range and stock levels of both Commonwealth-owned and Contractor-owned Stock Items, to be listed in Annex A to the SOW, should be (or should have been) a product of the Contract (Acquisition), including any requirements resulting from expected changes in operational conditions. Alternatively, if the Contract (Support) is following a period of in-service support (either Commonwealth or Contractor), then this determination can be made from existing Maintenance and Supply records to reflect in-service demand and usage.</p> <p>Drafters should note that Requirements Determination for Contractor-owned Stock Items is a Contractor responsibility, unless Defence has a particular interest in those Items (eg, sufficient reserves for operational purposes). If visibility of Contractor-owned Stock Items are included as part of the Contract, then these Stock Items will need to be added to SOW Annex A; usually as additional tables under sections 1 and 2.</p> <p>If not applicable, the clauses under clause 7.3 should be deleted and replaced with 'Not used'. Otherwise, the subclauses under clause 7.3 should be reviewed but, in general, do not require amendment.</p>
<u>Related Clauses:</u>	SOW Annex A, List of Products Being Supported.

Optional Clauses: Nil

### 7.4 Procurement of Non-Repairable Items

---

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Optional
<u>Purpose:</u>	To require the Contractor to undertake the procurement of Non-Repairable Items to meet the Maintenance Support requirements of the Contract.
<u>Policy:</u>	<p>Defence Procurement Policy Manual</p> <p>Electronic Supply Chain Manual</p> <p><i>DI(G) LOG 4-3-005, Defence Procurement Routing Rules</i></p>
<u>Guidance:</u>	<p>Clause 7.4.1 makes it clear that the Contractor is responsible for the procurement of its own Non-RIs to meet the Maintenance Support requirements of the Contract. If, however, all procurement activities can be addressed through the use of MILIS (via Annex B to the SOW, Mandate Defence Information System Use), or the clause is otherwise not applicable, then clause 7.4.1 should be deleted and replaced with 'Not used'.</p> <p>Alternatively, the clause would require amendment (ie, 'with the exception of those Items provided through MILIS') if only certain Non-RIs were to be provided to the Contractor by the Commonwealth.</p>
<u>Related Clauses:</u>	<p>Clause 6 of the draft SOW, Maintenance Support</p> <p>SOW Annex A, section 2, Non-Repairable Items</p> <p>SOW Annex B, Mandated Defence Information System Use</p>
<u>Optional Clauses:</u>	Nil

## 7.5 Care for Contractor-Held Stock Items

---

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Optional
<u>Purpose:</u>	To require the Contractor to care for Contractor-held Stock Items, including undertaking Maintenance for the preservation of those Stock Items.
<u>Policy:</u>	TBD
<u>Guidance:</u>	<p>This clause requires the Contractor to take due care of Contractor-held Stock Items (both Commonwealth-owned and Contractor-owned) that require Supply Services to protect and preserve those Items when in storage. These Services include the initial preparation and recovery of Items from storage and Preventive Maintenance performed on Items in storage, where these activities are defined in an applicable Preventive Maintenance manual. Note that even though the preservation activities may be classed as Maintenance activities, these are usually included as Supply Services.</p> <p>Drafters should note that liability for these Stock Items is addressed in the COC clause 3.17, and work for the general care of CMCA is included at SOW clause 3.10.</p> <p>If not applicable, the clauses under clause 7.5 should be deleted and replaced with 'Not used'. Otherwise, the subclauses under clause 7.5 should be reviewed. Specific reference to a preservation / Preventive Maintenance manual may be included, by adding "in accordance with [...the applicable manual...]" to the end of the clause.</p>
<u>Related Clauses:</u>	<p>Clause 3.17 of the COC addresses liability for GFM (as CMCA).</p> <p>Clause 3.10 of the draft SOW, Contractor Managed Commonwealth Assets.</p>
<u>Optional Clauses:</u>	Nil

## 7.6 Delivery of Stock Items

---

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Optional
<u>Purpose:</u>	To require the Contractor to deliver Stock Items to the delivery points identified in the Contract.
<u>Policy:</u>	TBD
<u>Guidance:</u>	<p>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 (which identify the delivery location), the Commonwealth Representative may need to define the authorised persons who can perform this activity on the Commonwealth Representative's behalf. Drafters are to amend and list the delivery point(s) accordingly. Additional clauses may be required to identify opening hours for receipt of deliveries, if applicable.</p> <p>If not applicable, the clauses under clause 7.6 should be deleted and replaced with 'Not used'.</p>
<u>Related Clauses:</u>	<p>SOW Annex B, Mandated Defence Information System Use</p> <p>DID-SPTS-SSMP, Support Services Management Plan</p>
<u>Optional Clauses:</u>	Nil

## 7.7 Disposal

---

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Optional

**Purpose:** To require the Contractor to undertake Disposal activities in accordance with Defence policy.

**Policy:** *DI(G) LOG 4-3-008, 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. Clause 7.7 only deals with 'normal' disposal. Disposal, when expanded to include Problematic Substances, could require additional clauses to be developed by the drafter, depending on Defence policy and the nature of the Problematic Substance.

Commonwealth interest in the disposal of Contractor-owned Stock Items would usually be limited to Problematic Substances, which are covered by clause 11.1 of the draft SOW, 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 classified as being beyond economic or physical repair.

The drafter should note the requirements and delegations for stores write offs under Policy Directive 4 in *DI(G) LOG 4-3-008, Disposal of Defence Assets* and ensure these are reflected in the Contract.

If not applicable, the clauses under 7.7 should be deleted and replaced with 'Not used'.

**Related Clauses:** Clause 11.1 of the draft SOW, Problematic Substances and Problematic Sources.

Clause 6.6 of the draft SOW, Beyond Economic Repair and Beyond Physical Repair.

**Optional Clauses:** Nil

## **TRAINING SUPPORT**

**Sponsor:** Nil

**Status:** Optional (but must be used when Training Services are required under the Contract (Support))

**Purpose:** To define the requirements for Training Services and related work for the Contract (Support).

**Policy:** *DI(G) PERS 05-36, Implementation of the Defence Training Model in Defence Vocational Education and Training*

*ADFP 7.0.2, The Defence Training Model*

Refer also to single Service Training manuals.

**Guidance:** This clause should be included where the Contract (Support) requires that Training Services be provided to Defence or other Commonwealth Personnel, which can include a range of potential Training situations, including (but not limited to):

- a. Sustainment Training;
- b. Conversion Training; and
- c. Continuation Training.

The scope of Training Support for *ASDEFCON (Support Short)* is based on the delivery of an established training program. This may be either training that the Contractor (Support) delivers commercially, or as provided to the Contractor (Support) by Defence or by an original equipment manufacturer. For programs that

include managing a product-specific training capability, trainee management, and the development and maintaining Defence-sponsored Training Materials, refer to the *ASDEFCON (Support)* template.

Training Support tasks include maintaining a course schedule, the preparation of individual course materials, issuing joining instructions to students, reporting and recording student performance, the preparation of assessment materials, and reporting on each course.

The SOW and SOW Annex D cover the general requirement for the delivery of classroom-type training and associated Services. If administrative computer-based training or the co-ordination of on-the-job training is required, subclauses specific to the individual requirements will need to be developed by the drafter.

Drafters must tailor the subclauses to clause 8 for each group of Training Services to be included in the Contract (Support).

Where the requirements of the Contract do not include Training Support, the heading should be retained and the words 'Not Used' inserted in brackets at the end (ie, "Training Support (Not Used)"). All of the subclauses should then be deleted.

Related Clauses: Clause 9.3 of the draft SOW, Support and Test Equipment and Training Equipment.

SOW Annex D, Training Course Details.

Optional Clauses: Nil

## **8.1 General Requirements for Training Services**

---

Sponsor: DMO Standardisation Office

Status: Core (if Training Support is required)

Purpose: To define:

- a. the required Training Services; and
- b. the requirements applicable to the provision of the Training Services.

Policy: *DI(G) PERS 05-36, Implementation of the Defence Training Model in Defence Vocational Education and Training*

*ABR 27, RAN Training Policy Manual*

*AAP 2002.001, Manual of Training Policy and Procedure*

*Army Training Instruction (ATI) 1-9, Developing Training for New Capabilities*

Guidance: Clause 8.1 identifies the training courses to be delivered and the applicable references, as tailored by the SSMP, that govern the Training Services provided.

Drafters are to list the courses or Training modules to be delivered. These should be identified by a unique identifier and the course / module name. Where courses / modules are recognised as part of the National Skills Framework, the applicable unit designator codes should be used.

Drafters are also required to edit the listing of the applicable documents to suit the provision of this Service, including the single service training policy documents listed above..

Related Clauses: SOW Annex D, Training Course Details.

Clause 9.2 of the draft SOW, for Technical Data (including Training Materials).

Clause 9.3 of the draft SOW, for Training Equipment.

DID-SPTS-SSMP, Support Services Management Plan DID.

Optional Clauses: Nil

## 8.2 Training Schedule

---

Sponsor: DMO Standardisation Office

Status: Optional

Purpose: To require the Contractor to maintain a Training Schedule.

Policy: Nil

Guidance: This clause may be used where the Contractor (Support) is to deliver a number of Training courses spread throughout the year. If only a small number of courses are required, or courses are scheduled on an as-required basis, then this clause is not applicable. If not applicable, the clauses under 8.2 should be deleted and replaced with 'Not used'. Reference to the Training Schedule in SOW Annex C should also be deleted.

Drafters should also consider the payment methods for scheduled versus unscheduled courses. Scheduled courses could be included in a Recurring Services fee while unscheduled courses, included courses in addition to those scheduled, could be provided as a Task-Priced Service or S&Q Service.

Related Clauses: SOW Annex C, which identifies the Training Schedule as a deliverable data item.

Optional Clauses: Nil

## 8.3 Course Joining Instructions

---

Sponsor: DMO Standardisation Office

Status: Optional

Purpose: To require the Contractor to prepare and distribute joining instructions.

Policy: Nil

Guidance: Drafters should include this clause if the Contractor (Support) is to distribute joining instructions to course participants. If joining instructions will be distributed by Defence or another party, this clause will not be applicable. If not applicable, clause 8.3.1 should be deleted and replaced with 'Not used'.

Related Clauses: SOW Annex D, Training Course Details (clause 2.2, Panelling).

Optional Clauses: Nil

## 8.4 Training Venues

---

Sponsor: DMO Standardisation Office

Status: Core

Purpose: To define the requirements of the Contract with respect to the provision and use of Training venues that are provided by the Commonwealth and/or Contractor.

Policy: Nil

Guidance: The standard approach of clause 8.4 is for the Contractor (Support) to provide the Training venues for the courses as listed in Annex D to the SOW. If some or all of the Training venues will be provided by the Commonwealth then the optional clause should be included, otherwise it can be deleted.

Note that both clauses are dependent upon the details included in Annex D to the SOW and, as a result, both clauses can be included even if one party or the other is to provide all Training venues.

Related Clauses: SOW Annex D, Training Course Details (clause 2.3, Venue)

Optional Clauses: Nil

## 8.5 Training Equipment

---

Sponsor: DMO Standardisation Office



<u>Status:</u>	Optional
<u>Purpose:</u>	To define the requirements of the Contract with respect to the provision and use of Training Equipment.
<u>Policy:</u>	Nil
<u>Guidance:</u>	<p>When applicable, drafters are required to specify the Training Equipment that is required to be used by the Contractor to deliver the courses in Annex D to the SOW. Training Equipment identified in SOW Annex D may be either Contractor-owned or GFE. If there are no specific requirements for Training Equipment, then the clauses under 8.5 should be deleted and replaced with 'Not used'.</p> <p>The optional clause requires the Contractor (Support) to use Training Equipment specified in SOW Annex D. This is essential if performance standards (ie, competencies) can only reasonably be achieved and/or assessed by using specific Training Equipment, or if specific Training Equipment was agreed via the tender process. If no specific Training Equipment is listed (ie, only generic Training Equipment, such as video projectors are listed) then the optional clause may be deleted.</p> <p>Training Equipment provided by the Commonwealth should be listed as GFE in Attachment G. Like all GFE, if Contractor (Support) Maintenance Services are required for these Items, they must also be listed in SOW Annex A.</p> <p>The final subclauses require Training Equipment to be set-up and operated by the Contractor (Support) in a manner that ensures that Training standards can be achieved.</p> <p>The subclauses under clause 8.5 should be reviewed and amended as required.</p>
<u>Related Clauses:</u>	<p>Clause 9.3 of the draft SOW, Support and Test Equipment and Training Equipment.</p> <p>SOW Annex D, Training Course Details (clause 2.4, Training Equipment and Training Materials).</p> <p>Attachment G, Government Furnished Material.</p>

Optional Clauses: Nil

## **8.6 Training Materials**

---

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Optional
<u>Purpose:</u>	To require the Contractor to provide copies of the Training Materials needed in order to conduct Training courses.
<u>Policy:</u>	Nil
<u>Guidance:</u>	<p>This clause is based on the Contractor (Support) providing copies of all necessary Training Materials needed for each course, including reference materials and any additional consumables (eg, butcher's paper, white-board markers) required. The Contractor (Support) may not be required to provide Training Materials if these are provided by the Commonwealth (eg, due to the security grading of reference materials), then this clause may not be required. If there are no Training Materials to be provided by the Contractor (Support), for any course, then clause 8.6.1 should be deleted and replaced with 'Not used'.</p> <p>If some of the Training Materials (other than master copies) are to be provided by the Commonwealth, and the remainder by the Contractor (Support), then this clause will need to be modified. A suggested optional clause is included below. Clause 2.4 of Annex D to the SOW would also require tailoring to identify the Commonwealth-provided Training Materials.</p>
<u>Related Clauses:</u>	SOW Annex D, Training Course Details (clause 2.4, Training Equipment and Training Materials)

Optional Clauses:

8.6.1 Unless identified in Annex D to the SOW as Commonwealth-provided Training Materials for the delivery of the course, the Contractor shall reproduce and provide copies of all student notes and provide other consumable materials, as required for the delivery of Training, including the Training Materials identified at Annex D to the SOW.

**8.7 Training Assessment**

---

Sponsor: DMO Standardisation Office

Status: Optional

Purpose: To define the requirements of the Contract with respect to Training assessment.

Policy: *DI(G) PERS 05-36, Implementation of the Defence Training Model in Defence Vocational Education and Training*

Refer to applicable Service Training manuals.

Guidance: The Training assessment clause is required if any of the Training courses include an assessment component, and that assessment is to be conducted by either the Contractor (Support) or a third-party engaged by the Contractor (Support) if required by Annex D to the SOW (clause 2.5). If there is no Training Assessment, or the assessment is conducted by the Commonwealth or a third-party engaged by the Commonwealth, then the clauses under 8.7 may be deleted and replaced with 'Not used'.

Drafters should note that if the Training involves units of competency under the National Skills Framework then standard assessment and recording provisions will apply – refer to guidance regarding SOW Annex D.

If the Commonwealth has specific requirements for recording assessments (eg, to enable entry into PMKeys) then these should be included in Annex D to the SOW.

Related Clauses: Clause 8.8 of the draft SOW, Post Training Reporting.

SOW Annex D, Training Course Details (clause 2.5, Assessment).

Optional Clauses: Nil

**8.8 Post Training Reporting**

---

Sponsor: DMO Standardisation Office

Status: Optional

Purpose: To define the requirements of the Contract with respect to post Training reporting.

Policy: *DI(G) PERS 05-36, 'Implementation of the Defence Training Model in Defence Vocational Education and Training'*

Refer to applicable Service Training manuals.

Guidance: Clause 8.8 requires the Contractor (Support) to prepare a Training course report following each completed course. If this reporting is not required (i.e. if the CSR and individual assessment results from clause 8.7 are sufficient) then clause 8.8.1 should be deleted and replaced with 'Not used'.

Draft clause 8.8 does not include any details for the content of the Training course report. If specific details are required, a second clause may be added to clause 8.8 identifying the details. Two examples are included as optional clauses below.

Related Clauses: Clause 8.7 of the draft SOW, Training Assessment

Nil

Optional Clauses:

8.8.2 The Training course report to be provided in accordance with clause 8.8.1 shall, as a minimum, include:

- a. course particulars such as name, venue, and date(s) held;
- b. details of participant attendance;
- c. details of any issues identified regarding Training Materials and/or Training Equipment; and
- d. an annex containing a tabulated summary of assessment results.

OR

8.8.2 The Training course report shall address the requirements for reporting Training Services as defined by DID-SPTS-CSR and as applicable to an individual course,

## **8.9 Maintenance of Training Materials**

---

Sponsor: DMO Standardisation Office

Status: Optional

Purpose: To define the requirements of the Commonwealth with respect to the Maintenance of Training Materials.

Policy: *DI(G) PERS 05-36, Implementation of the Defence Training Model in Defence Vocational Education and Training*

Refer to applicable Service Training manuals.

Guidance: Training Materials need to be consistent with the configuration of the equipment that is the basis of the Training. Training Materials may belong to the Contractor (eg, adapted from a commercial course) or provided as GFI/GFD. Clause 8.9 covers both situations. However, if all Training Materials will be obtained from one source or the other, the redundant subclauses may be deleted.

If the Contractor (Support) will not be required to maintain Training Materials (ie, they are provided by the Commonwealth) then all clauses under clause 8.9 should be deleted and replaced with 'Not used'. Otherwise, the subclauses under clause 8.9 should be reviewed and amended as required.

Related Clauses: Nil

Optional Clauses: Nil

**9. SUPPORT RESOURCES**

Sponsor: DMO Standardisation Office

Status: Core

Purpose: To define the requirements for the provision, Maintenance and upkeep of the Support Resources that enable the provision of management, Operating Support, Engineering Support, Maintenance Support, Supply Support, and Training Support Services, as required by clauses 4 to 8 of the SOW.

Policy: Nil

Guidance: This clause must be included in all support contracts. Individual subclauses may be optional, depending on which Support Resources are required to enable the Services to be provided.

The term ‘Support Resources’ is defined in the template Glossary as, “the physical products, including spares, equipment, materials, Facilities, Technical Data, Personnel, and any other physical resources required to operate and support all or a particular part of the Products as the case requires”.

Drafters should note that a difference exists between:

- a. using Support Resources to enable the provision of a Service (ie, to provide Services as an outcome of the Contract); and
- b. Support Resources being themselves serviced (as processes internal to the functions performed by the Contractor).

The following table shows this difference.

	<b>Providing Services</b>	<b>Being Serviced</b>
<b>Government Furnished Materiel (to include GFI, GFD, GFE)</b>	An item of GFM being used by the Contractor (Support) to provide a Service to the Commonwealth in accordance with the Contract (Support).	An item of GFM being serviced by the Contractor (Support) in accordance with the Contract (Support). These items will appear in Annex A to the SOW, List of Products Being Supported.
<b>Contractor Furnished Materiel</b>	An item of CFM being used by the Contractor (Support) to provide a Service to the Commonwealth in accordance with the Contract (Support).	An item of CFM being serviced by the Contractor (Support). These items may appear in Annex A to the SOW, List of Products Being Supported, if significant enough to the Commonwealth.
<b>Commonwealth owned 'other' (not GFM)</b>		An item of Commonwealth-owned 'other' being serviced by the Contractor (Support) in accordance with the Contract (Support). These items will appear in Annex A to the SOW, List of Products Being Supported).
Note that this matrix is equally applicable to the Support Resources of Technical Data (GFI, GFD), S&TE (GFE) and Training Equipment (GFE).		

**Service Provision/Use of Support Resources**

Related Clauses: Clauses 4 through 8 of the draft SOW.  
SOW Annex A, Products to be Supported.

Optional Clauses: Nil

**9.1 Personnel**

Sponsor: DMO Standardisation Office

Status: Core

Purpose: This clause recognises the Contractor’s responsibility in providing the appropriate Personnel to perform the Services.

Policy: Nil

Guidance: Unless explicitly mentioned elsewhere in the Contract, the Contractor is responsible for Personnel and their training, qualifications, security clearance applications, etc. This clause aims to identify these management costs separately (eg, instead of rolling recruitment costs into the fixed cost of each person) and ensures that these costs are not presented as unexpected claims for payment.

If Key Persons are to be identified and managed under the Contract, then the optional clause below should be transferred to the SOW.

Related Clauses: COC clause 3.6, Contractor Personnel

COC clause 3.7, Key Persons

Optional Clauses:

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

## **9.2 Technical Data**

---

Sponsor: DMO Standardisation Office

Status: Optional

Purpose: To require the Contractor to maintain an up-to-date technical information library for any policies, regulations, procedures, and task descriptions required for the performance of the Contract.

Policy: Nil

Guidance: This clause covers the requirements for the Contractor's technical information library and the requirement to maintain identified publications used in performing the Services.

Clauses 9.2.1 to 9.2.4 require the Contractor to develop, deliver, and maintain a Technical Data List (TDL) to document the Technical Data used for the purposes of the Contract. Clause 9.2.4, in particular, cross-refers to additional criteria within clause 8.1.2 of the COC. These additional criteria are specified to ensure the completeness of the TDL and also to support the accuracy of the IP Schedule (Attachment D) to which the TDL cross-references.

Clauses 9.2.5 and 9.2.6 require the Contractor to maintain an up-to-date technical information library, and ensure relevant Personnel have access to this library. The technical information library may include a mix of GFI and GFD, plus OEM manuals and other commercially-available documents (eg, Australian and international standards). These clauses should be considered for use when there is technical information either associated with the Contract work, or being provided by the Commonwealth (or both). While the requirement to provide a technical information library may appear to be a process requirement, which should be unnecessary in an outcomes-based contract, the clause does establish a minimum standard to be met by the Contractor.

Section 4 of SOW Annex A identifies the Technical Data to be supported by the Contractor. Clause 9.2.7 of the SOW requires the Contractor to maintain these publications, which includes "the incorporation of Commonwealth-issued amendments and OEM amendments that have been Approved by the Commonwealth". This last part of the clause refers to those publications for which the Commonwealth has retained publication sponsorship.

Drafters are to review and include these clauses as applicable. If no technical information is to be provided by the Commonwealth, then the clauses under clause 9.2 can be deleted and replaced with "Not used". If publications will be provided, but it will not be the Contractor's responsibility to maintain them, then the final subclause may be deleted.

Related Clauses: Attachment D, Intellectual Property Schedule.  
Attachment G, Government Furnished Material  
SOW Annex A, List of Products Being Supported.  
DID-SPTS-TDL, which specifies requirements for a TDL.

Optional Clauses: Nil

### **9.3 Support and Test Equipment and Training Equipment**

---

Sponsor: DMO Standardisation Office

Status: Optional

Purpose: To identify requirements for the provision, management and support of S&TE and Training Equipment, necessary to enable the Services to be provided.

Policy: *AAP 7001.055, Support and Test Equipment Logistics Management Manual (Aerospace)*

Guidance: The purpose of including clause 9.3 is to define responsibility of the Contractor for the provision and support of S&TE and Training Equipment, including support to equipment that is GFE. If there is no need for provision, management or support of S&TE and Training Equipment required under the Contract, then the drafter may retain the default clause stating 'Not used'. If S&TE and/or Training Equipment are required, the optional clauses below may be copied into clause 9.3. These optional clauses are explained and further tailored as described below.

This clause specifies the requirements to be met by the Contractor in relation to S&TE and Training Equipment, including:

- a. S&TE and/or Training Equipment that is GFE; and
- b. Contractor-owned S&TE and/or Training Equipment that is required to provide the Services.

Where there is either no Support and Test Equipment or no Training Equipment required, then the clauses should be amended to remove the type / group of equipment that is not applicable to the Contract.

Where S&TE and/or Training Equipment is not provided as GFE, clause 9.3 will still apply as the Contractor is responsible for the equipment that it provides to support the other Products and/or the Training Equipment that it uses for the provision of Training Services. However, drafters should delete / modify the draft clauses accordingly and remove the specific clauses for GFE (ie, the last four subclauses).

Drafters should ensure that any GFE needed by clause 9.3 is listed in Attachment G, and accurately reflects that which is offered to the tenderers / Contractor. The Contractor's responsibilities in relation to Engineering, Maintenance, Supply and Training Services for each item of S&TE and Training Equipment, listed as GFE, should be included in Section 1 of Annex A to the SOW, 'Repairable Items'.

Note that the Contractor is required to identify how it will undertake the management of S&TE and Training Equipment maintenance within the SSMP.

Related Clauses: Attachment G, Government Furnished Material.  
Clause 3.10 of the draft SOW, Contractor Managed Commonwealth Assets.  
SOW Annex A, List of Products Being Supported.  
DID-SPTS-SSMP, Support Services Management Plan DID.  
TDR E-9, Government Furnished Material.

Optional Clauses:

**Note to drafters: if the Contract does not include Training Support or does not require the use of S&TE, then amend the following clauses to remove reference to the non-applicable equipment.**

9.3.1 The Contractor shall provide all of the S&TE and Training Equipment necessary for the provision of Services under the Contract, with the exception of GFE detailed in Attachment G.

9.3.2 The Contractor shall maintain an equipment calibration register for all S&TE and Training Equipment that requires calibration and shall, upon request, provide the Commonwealth Representative with access to the equipment calibration register.

9.3.3 The Contractor shall ensure that S&TE and Training Equipment requiring calibration is calibrated by an organisation that is accredited by the NATA, or equivalent accreditation body, for the class of testing appropriate to the equipment, and in accordance with the equipment's documentation.

9.3.4 The Contractor is responsible for the Maintenance, modification, upgrades and replacement of Contractor-owned S&TE and Training Equipment.

9.3.5 Subject to clause 9.3.6, the Contractor shall provide Maintenance Services for Commonwealth-owned S&TE in accordance with clause 6 of the SOW.

**Note to drafters: The following clauses will not be required when there are no items of S&TE or Training Equipment included within the GFE list.**

**Note to drafters: The following clause may require amendment to specify the Contractor's exact responsibilities with respect to the delivery and timing of S&TE and Training Equipment to enable this other Maintenance to be performed.**

9.3.6 If the Contractor does not have full Maintenance responsibilities for GFE items of S&TE or Training Equipment, as defined in Annex A to the SOW, the Contractor shall make such S&TE and Training Equipment available to the Commonwealth, or a third party on behalf of the Commonwealth, to allow such Maintenance to be performed.

9.3.7 The Contractor shall not modify S&TE or Training Equipment provided as GFE without approval, in writing, by the Commonwealth Representative.

9.3.8 The Contractor shall modify S&TE and Training Equipment provided as GFE, as approved in accordance with clause 9.3.7, as an S&Q Service.

#### **9.4 Packaging**

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Optional
<u>Purpose:</u>	To define Packaging resource requirements.
<u>Policy:</u>	DEF(AUST) 1000C, ADF Packaging
<u>Guidance:</u>	Clause 9.4.1 can be retained in the SOW without alteration. If some of the Packaging is to be provided by the Commonwealth, such as special packaging designed for protecting particular components, drafters should transfer the optional clause below to the SOW.

For Packaging that is provided by the Commonwealth, the drafter must make applicable entries in the GFE list in Attachment G. Furthermore, if the Packaging item is an RI that is also to be maintained by the Contractor, then it must be listed in Section 1 of SOW Annex A, 'Repairable Items' under 'Other Repairable Equipment'.

Note that DEF(AUST)1000C includes requirements for appropriate protection of packaged items and labelling, including labelling requirements for Dangerous Goods and Hazardous Chemicals.

Related Clauses: Attachment G, Government Furnished Material.

Clause 3.10 of the draft SOW, Contractor Managed Commonwealth Assets.

Clause 7 of the draft SOW, Supply Support.

SOW Annex A, List of Products Being Supported.

TDR E-9 of the COT, Government Furnished Material.

Optional Clauses:

9.4.2 The Contractor shall provide all of the Packaging necessary for the provision of Services under the Contract, with the exception of GFE detailed in Attachment G.



## 10. QUALITY MANAGEMENT

Sponsor: DMO Standardisation Office

Status: Core

Purpose: To define the Quality-related requirements for the Contract.

Policy: *DPPM, Section 3, Chapter 3.5, Quality Assurance*

*DI(G) LOG 4-5-001, Defence Policy on Quality Assurance*

*AS/NZS ISO 9001:2008 Quality Management Systems – Requirements*

*AS/NZS ISO 9000:2006 Quality Management Systems – Fundamentals and Vocabulary*

Guidance: All ASDEFCON (*Support Short*) RFTs and contracts are to contain a requirement for Quality Management / Quality Assurance.

Drafters need to establish the Quality requirements for the draft SOW based on cost and Quality requirements for managing the system as a whole.

Related Clauses: COC clause 5.6, Access and Records

Optional Clauses: Nil

### 10.1 Contractor Quality Responsibilities

---

Sponsor: DMO Standardisation Office

Status: Core

Purpose: To define the quality-related requirements for the Contract.

Policy: As above

Guidance: Generally, Quality certification is required to be obtained through an accredited agency. However, for smaller Contracts, the SPO may allow the Contractor's QMS to be certified by Defence Quality Assurance, as described in the note to drafters. Having the Contractor's QMS Certified by Defence Quality Assurance is often considered when the cost of the certification process is significant in relation to the value of the Contract (ie, third-party certification can cost in the order of \$100,000 and, if contract-specific, this could be included in the Contract price).

Clause 10.1 provides drafters with the option to require a Quality Management System (QMS) certified by an accredited certification body to *AS/NZS ISO 9001:2008* or by a Defence Quality Assurance representative. Drafters are required to select one of these two options based on cost and Quality requirements for managing the Contract. If Defence expects that most tenderers are likely to have their QMS Certified by and accredited organisation, the Option A clauses should be retained and Option B clauses deleted. If Defence doesn't know if the preferred tenderer will be third-party accredited, then Option B clauses could be retained and Option A clauses deleted.

Either option A or option B clauses must be included as they ensure that:

- a. the Contractor has a Certified QMS in place at the Effective Date or as otherwise agreed; and
- b. the Commonwealth has access to the Contractor's facilities for the purposes of performing Audit and Surveillance activities, if required, and accessing information that supports the Contractor's SSMP.

Drafters should review the remaining clauses (after the options) but, in general, these do not require tailoring.

Drafters should also note that it is through the Quality clause and clause 6.7 of the COC, Access, that the Commonwealth gains access to the Contractors records for

the purposes of auditing compliance with quality systems and Technical Regulations.

Related Clauses: Other subclauses under clause 10.

COC clause 6.7, Access

Clause 5.2 of the draft SOW, Technical Regulation of Engineering Support

Clause 6.2 of the draft SOW, Technical Regulation of Maintenance Support

Optional Clauses: Nil

## **10.2 Quality Management Planning**

---

Sponsor: DMO Standardisation Office

Status: Core

Purpose: To define the quality-related planning requirements for the Contract.

Policy: As above

Guidance: The Contractor's Quality plan is to be included in the SSMP. In accordance with clause 6.1 of DID-SPTS-SSMP, if the Contractor has a separate Quality plan, then the SSMP should simply summarise and refer to the other plan.

Related Clauses: Other subclauses under clause 10

DID-SPTS-SSMP, Support Services Management Plan

Optional Clauses: Nil

## **10.3 Quality Systems, Process and Product Non-Conformances**

---

Sponsor: DMO Standardisation Office

Status: Core

Purpose: To specify the quality processes to be followed by the Contractor for the Contract when non-conformance with respect to Quality Systems, Process or Product is determined.

Policy: As above

Guidance: These clauses should not be tailored.

Related Clauses: Other subclauses under clause 10

Optional Clauses: Nil

## **10.4 Commonwealth Representative Approval of Non-Conforming Services**

---

Sponsor: DMO Standardisation Office

Status: Core

Purpose: To specify the quality approval processes to be followed by the Contractor for the Contract when non-conforming materials or work in the Services are identified.

Policy: As above

Guidance: These clauses should not be tailored.

Related Clauses: COC clause Acceptance 3.5

Other subclauses under clause 10

DID-PM-MGT-SAC, Supplied Acceptance Certificate

DID-PM-MGT-AFD, Application for Deviation

Optional Clauses: Nil

## 11. HEALTH, SAFETY AND ENVIRONMENT

Sponsor: DMO Standardisation Office

Status: Core

Purpose: To define the requirements for the management of risks to health and safety, and (where applicable) the environment, in relation to the provision of the Services.

Policy: Primary policy requirements are driven by the following Acts and their associated regulations:

- a. *Australian Radiation Protection and Nuclear Safety Act 1998* (Cth);
- b. *Environment Protection and Biodiversity Conservation Act 1999* (Cth);
- c. *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth); and
- d. *Work Health and Safety Act 2011* (Cth).

Refer also to the policy applicable to the individual sub-clauses.

Guidance: All *ASDEFCON (Support Short)* RFTs and contracts are to contain Work Health and Safety (WHS) requirements. These are intended to enable Defence to comply with its obligations under the WHS Legislation. The term, WHS Legislation, is defined in Attachment C. Further requirements are derived from Defence policy established to implement organisational procedures that allow these obligations to be met.

Environmental management obligations are also driven by Australian legislative and regulatory requirements and Defence policies to enable implementation for compliance.

An assessment should be made as to whether the WHS provisions are appropriate having regard to the WHS risks which are likely to arise under the relevant Contract to assess whether the template provisions require amendment.

The health, safety and environment clauses in the *ASDEFCON (Support Short)* template are derived from the support scenarios in Annex A. The use of the template will not be appropriate where:

- work under the Contract is carried out on Commonwealth Premises;
- the Contractor has responsibility for the management of system safety under the Contract;
- the work under the Contract includes “high risk construction work”, as defined in the *Work Health and Safety Regulations 2011* (Cth);
- the work under the Contract includes “construction work” valued at \$250,000 or more and the Contractor is required to be engaged as the “principal contractor” for a “construction project”, as defined in the *Work Health and Safety Regulations 2011* (Cth) (see DPPI 4/2012 Engagement of Principal Contractors under the Work Health and Safety Legislation);
- there will be high risk activities or significant health and safety risks associated with the Products or Deliverables (for example, explosive ordnance maintenance);
- any of the Products contain ACM;
- the provision of the Services will require the use, handling or storage of “Schedule 15 chemicals”, as defined in the *Work Health and Safety Regulations 2011* (Cth);
- under the Contract, the Contractor is required to demonstrate the application of Defence WHS policies and local procedures (eg, the inclusion of site-specific WHS training and audits in Contractor plans); or

- sustainment activities to be delivered under the Contract would require Commonwealth Personnel to work at Contractor-controlled workplaces.

While the support scenarios do not contemplate that work under the Contract will be performed at GFF (except where extant arrangements exist), the Contractor may temporarily visit Commonwealth Premises in order to deliver, pick up, remove or install items of equipment.

The support scenarios also do not contemplate work involving ACM because the Contractor does not have any platform level responsibilities and it is Defence policy that items containing ACM be removed from inventory. Accordingly, the SOW does not cater for these items and they cannot be handed over to the Contractor for any work contracted under this template.

In circumstances where the scope of work under the Contract otherwise extends beyond that contemplated by the scenarios, the template could be supplemented with clauses from the *ASDEFCON (Support)* template. However, if this is the case, drafters should first determine whether *ASDEFCON (Support)* is the more appropriate template to use as a basis for their contract.

**Related Clauses:** COC clause 10.3, Work Health and Safety  
 COC clause 10.4, Environmental Obligations  
 Refer to sub-clauses.

**Optional Clauses:** Nil

### 11.1 Problematic Substances and Problematic Sources

---

**Sponsor:** DMO Standardisation Office and Defence Safety Management Agency

**Status:** Core

**Purpose:** To define the requirements for the management of Problematic Substances and Problematic Sources that may be included in the Products or Deliverables and/or used during the provision of Services, as applicable.

**Policy:** *Australian Code for the Transport of Dangerous Goods by Road and Rail, Seventh Revised Edition (ADG7)* (National Transport Commission, 2011) at: <http://www.ntc.gov.au>

*Australian Radiation Protection and Nuclear Safety Act 1998* (Cth)

*Australian Radiation Protection and Nuclear Safety Regulations 1999* (Cth)

ARPANSA Radiation Protection Series at: <http://www.arpansa.gov.au/Publications/codes/index.cfm>

DI(G) LOG 4-3-022 *Ozone Depleting Substances and Synthetic Greenhouse Gases Manual*

*Defence Logistics Manual (DEFLOGMAN)*, Part 2, Volume 3 *Ozone Depleting Substances and Synthetic Greenhouse Gases Manual*

*Defence Procurement Policy Manual (DPPM)*, Section 3, Chapter 3.16 *Environment in Procurement* and Chapter 3.17 *Work Health and Safety in Procurement*

*Defence Safety Manual*, Volume 1, Part 5, Chapter 1

*Defence Work Health and Safety Manual (Defence WHS Manual)*

Defence Work Health and Safety website at: <http://intranet.defence.gov.au/whs/>

DMOSAFE

*Environment Protection and Biodiversity Conservation Act 1999* (Cth)

*Globally Harmonized System of Classification and Labelling of Chemicals (GHS)*, Third Revised Edition (United Nations, 2009) at:

<http://www.safeworkaustralia.gov.au/sites/SWA/SafetyInYourWorkplace/HazardousSubstancesAndDangerousGoods/GHS/Pages/GHS.aspx>

*Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth)

Safe Work Australia website at: <http://safeworkaustralia.gov.au>

*Work Health and Safety Act 2011* (Cth) at: <http://www.comlaw.gov.au>

*Work Health and Safety Regulations 2011* (Cth) at: <http://www.comlaw.gov.au>

Codes of Practice approved under section 274 of the *Work Health and Safety Act 2011* (Cth) at:

<http://www.safeworkaustralia.gov.au/Legislation/model-COP/Pages/Model-COP.aspx>; and

<http://www.comlaw.gov.au/Details/F2011L02804/Download>

**Guidance:** The Commonwealth is required by WHS Legislation to ensure, so far as is reasonably practicable, the health and safety of workers:

- a. engaged, or caused to be engaged by the Commonwealth; and
- b. whose activities in carrying out work are influenced or directed by the Commonwealth;

while the workers are at work in the business or undertaking.

The Commonwealth must also ensure, so far as is reasonably practicable, that the health and safety of other persons is not put at risk from the Commonwealth's activities.

The Commonwealth is also required to protect the environment and manage the environmental impacts of its activities, consistent with its obligations under legislation governing the protection of the environment and the conservation of biodiversity. Further, the Commonwealth is required to ensure that any activities involving radiation are conducted in accordance with the requirements of radiation protection legislation.

Accordingly, it is Defence policy for Services to be free from Ozone Depleting Substances (ODSs), Synthetic Greenhouse Gases (SGGs), Dangerous Goods and Hazardous Chemicals (collectively defined as Problematic Substances) to the maximum extent possible. In addition, any use, in connection with the Services, of materials and apparatus that are controlled or regulated under radiation protection legislation must be authorised under an appropriate license.

#### **Use of Problematic Substances**

The intent of clause 11.1.1 is that the Contractor will not supply Deliverables to the Commonwealth which contain or are Problematic Substances, or use Problematic Substances in the performance of Services, unless those substances and the purposes for which they are to be used have been approved by the Commonwealth. This means that the Contractor must also ensure that only Approved Substances are included in the Services provided by its Subcontractors. Approved Substances must be listed in SOW Annex E, Approved Problematic Substances and Problematic Sources, which also identifies the approved purpose for which the substances may be used under the Contract, and any amendments must therefore be incorporated into the Contract by CCP.

The conditions for the use, handling and storage of each Hazardous Chemical (and other Problematic Substances), including all protective measures, are detailed in the applicable Safety Data Sheet (SDS). Accordingly, Defence requires copies of applicable SDSs, particularly for Deliverables. Defence uses the ChemAlert database, which contains SDSs for most chemicals in use in Australia. As such, clause 11.1.1 allows for an SDS to be delivered by the Contractor physically through conventional means or delivered by informing the Commonwealth of the unique identifying record for that SDS within ChemAlert (on the DRN). Clause 11 does not require the Contractor to have DRN access; however, based on individual

Contract needs, this access could be determined during Contract negotiations. For further information on the capabilities and use of ChemAlert, refer to:

<http://intranet.defence.gov.au/whs/ChemAlert/default.htm>

The *Defence WHS Manual*, Volume 2, Part 3A defines processes for evaluating and managing Hazardous Chemicals and Dangerous Goods in Defence.

The use, handling, storage and disposal of some Problematic Substances, or large quantities of Problematic Substances, may require a licence, permit or other Authorisation by a government regulator. Such Authorisations must be presented to the Commonwealth Representative before work involving Approved Substances commences.

Where Problematic Substances are introduced later in the Contract or the Authorisation process is not complete (but will be prior to use), the process for obtaining approval is captured in clause 11.1.2 and explained below under the heading, Changes to Approved Substances.

The operation of clause 11.1.1.5 means that, in practice, evidence of the Authorisations that are legally required by the Contractor for the use of Approved Substances will be presented to the Commonwealth Representative before any work involving the relevant substances commences. Authorisations should be maintained in the Environmental and WHS management systems (clauses 11.2 and 11.3).

Drafters should note that Defence policy does not prohibit the use of Problematic Substances by Contractors. However, Contractors are required to comply with local government regulations and state and federal legislation that regulate the use of those substances.

DMO SPOs must familiarise themselves with Chapter 7, and the associated Schedules, of the *Work Health and Safety Regulations 2011* (Cth) where the Contract work will involve the use of Hazardous Chemicals.

Drafters must not amend clause 11.1.1 without legal advice and advice from an appropriately trained and qualified WHS specialist. Drafters should pay careful attention to the development of the lists at SOW Annex E.

Background information. The *Code of Practice for the Preparation of Safety Data Sheets for Hazardous Chemicals* does not mandate (but encourages) SDSs for chemicals that are environmental hazards but are not classified by the *Globally Harmonized System of Classification and Labelling of Chemicals* (GHS) as Hazardous Chemicals; unless of course the chemicals are both hazardous to health and also an ODS, SGG or otherwise hazardous to the environment (many chemicals will be both). Part 4 of the GHS and sections of the SDS, such as "Ecological Information", address environmental hazards. By Defence following the recommended practice of using SDSs, it allows a common approach for managing all Problematic Substances; noting that some sections in an SDS may be filled in differently.

Hazardous Chemicals. Hazardous Chemicals are defined by reference to the *Work Health and Safety Regulations 2011* (Cth), which use the criteria for hazard classes in the GHS. The GHS classifications are modified by Schedule 6 of the *Work Health and Safety Regulations 2011* (Cth), which specifies lower concentration thresholds for some chemicals. These reduced thresholds have implications for imported substances that may not contain sufficient concentrations to be classed as a Hazardous Chemical in their country of origin, but which must be classified as a Hazardous Chemical in Australia. The definition of Hazardous Chemical in Attachment C (Glossary) refers to the meaning of **hazardous chemical** provided by subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth), and includes:

- a. prohibited carcinogens, as defined in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth);

- b. restricted carcinogens, as defined in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth);
- c. hazardous chemicals the use of which is restricted under regulation 382 of the *Work Health and Safety Regulations 2011* (Cth), including polychlorinated biphenyls; and
- d. lead, as defined in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth).

Each of the above mentioned categories of Hazardous Chemical have specific additional regulatory requirements. In addition to ensuring that they are aware of the general regulatory requirements relating to Hazardous Chemicals, SPOs must make sure that they are familiar with the specific additional regulatory requirements where the Commonwealth Representative's approval is sought for a substance that is required to be used in connection with the provision of Services, there is no suitable alternative and that substance falls within any of those categories.

Dangerous Goods. Dangerous Goods are defined in accordance with ADG7, which addresses Australian-specific content, such as the *Australian Explosives Code*, and a number of international provisions, including the *United Nations Recommendations on the Transport of Dangerous Goods, Model Regulations*. Essentially, this means that the classification, labelling and management of Dangerous Goods by local and overseas contractors should be similar.

Ozone Depleting Substances and Synthetic Greenhouse Gases. Substances classed as ODSs are listed in Schedules 1 and 3 of the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth). ODSs destroy the ozone layer in the atmosphere, which protects the Earth from higher levels of solar radiation. SGGs were introduced as replacements for ODSs but were found to be strong greenhouse gases and were subsequently placed under a similar management and replacement regime to the ODSs that they replaced.

Quotas are imposed on individual companies and Government organisations in relation to the importation and manufacture of ODSs. Organisations handling ODSs and SGGs are to be licensed in accordance with the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth). *DEFLOGMAN*, Part 2, Volume 3 implements the Act's requirements in Defence for the ODSs and SGGs already held and for new purchases. The policy places an obligation on contract managers to ensure that contractors apply the *DPPM*, Section 3, Chapter 3.16 to ensure that contractors produce the relevant licences for ODSs and SGGs. This is applicable to those contractors maintaining Products that contain these substances rather than contractors that maintain Products that may host these substances in subordinate components. For example, this applies to a company that maintains fire extinguishers, not the company maintaining the gas-turbine engine to which the extinguisher is fitted. These could be the same company but, often, they are different companies or one may be a subcontractor to the other.

### **Changes to Approved Substances**

During the period of the Contract, it may be necessary to update the list of Approved Substances in SOW Annex E. These may, for example, be introduced through modifications, changes in work processes (eg, maintenance activities) or otherwise 'discovered' in existing Products (eg, at the time of manufacture, a substance within a Product was not a Hazardous Chemical, but subsequent changes in legislation mean that it is now classified as one).

Clause 11.1.2 outlines the process for changes to the list of Approved Substances in the circumstances described above. Clause 11.1.2 acknowledges that either party may discover a new Problematic Substance, or that the Contractor may propose a yet to be approved use for an existing or new Problematic Substance. The clause places an obligation on each party to inform the other in those circumstances. The newly discovered or proposed Problematic Substance is then addressed as follows:

- The Problematic Substance must not be used while it is being assessed.
- The SDS is obtained (or retrieved from ChemAlert) for evaluation.
- The Problematic Substance is evaluated (in consultation with the Contractor), after which the Commonwealth Representative may permit a CCP to be drafted to add the Problematic Substance to SOW Annex E, or agree to another course of action, such as an alternate chemical or to delay the CCP while the Contractor seeks an Authorisation or advice from the regulator.
- Where an Authorisation is required, the Contractor obtains this Authorisation and provides evidence of the Authorisation (or evidence from the regulator that the required Authorisation will be granted by the regulator) in support of the CCP.
- The DMO SPO must not approve the use of any Problematic Substance that is proposed by the Contractor where there is a suitable alternative substance that is not a Problematic Substance or where a required Authorisation for the use of that Problematic Substance cannot be obtained by the Contractor from the regulator.
- Where the use of a new Problematic Substance will not be Approved, a CCP cannot be raised. In the case of a Problematic Substance that already existed and was discovered mid-contract, the Contractor must remove the substance and eliminate the associated WHS and/or Environmental risk. Clause 11.1.2.2e requires the Contractor to consult with the DMO SPO in relation to that activity, as it requires the Contractor to take whatever measures are considered necessary or prudent by the Commonwealth Representative to remove the substance from all applicable Products and/or Services and to avoid or mitigate the impact of that substance.
- Where the Problematic Substance is approved, the CCP is processed in accordance with COC clause 6.3.

In order to assist the Commonwealth and the Contractor to manage the risks associated with the use of Hazardous Chemicals by taking action to eliminate those risks so far as reasonably practicable, clause 11.1.2.3 requires the Contractor to identify and advise the Commonwealth Representative of alternative substances.

DMO SPOs must familiarise themselves with Chapter 7, and the associated Schedules, of the *Work Health and Safety Regulations 2011* (Cth) where the Contract work will involve the use of Hazardous Chemicals. The *Defence WHS Manual*, Volume 2, Part 3A defines processes for evaluating and managing both Hazardous Chemicals and Dangerous Goods in Defence.

The *Work Health and Safety Regulations 2011* (Cth), Part 7.2 and the *Defence WHS Manual*, Volume 2, Part 3A, Chapter 8 include specific requirements for lead.

Drafters must not amend this clause without advice from an appropriately trained and qualified WHS specialist and legal advice.

#### **Asbestos Containing Material (ACM)**

ACM is addressed in clause 10.3.7 of the COC, which requires that the Contractor not use ACM in providing the Services or take any ACM onto Commonwealth Premises in connection with providing the Services. As work involving ACM is prohibited, ACM can never be an Approved Substance listed in SOW Annex E.

#### **Problematic Sources**

Clause 11.1.3 addresses Problematic Sources. Problematic Sources include various sources of radiation that must be licensed by the Australian Radiation Protection and Nuclear Safety Authority (ARPANSA). These include sources of ionising radiation and non-ionising radiation, with specific provisions for non-ionising radiation sources including lasers and ultraviolet radiation sources that



require licensing. Some of these sources may be embedded within Products (eg, a laser designator that will be maintained and functionally tested) or used to support the Products (eg, x-ray equipment and radio-isotopes used to perform fluoroscopy for non-destructive test).

Clause 11.1.3 recognises that the licensing framework that is governed by ARPANSA enforces compliance with radiation protection legislation and assists in managing the WHS risks that are associated with Problematic Sources. To obtain licences, applicable safety plans and procedures are evaluated by ARPANSA.

Clause 11.1.3 requires the purposes for which Problematic Sources are used to be approved by the Commonwealth Representative and specified in SOW Annex E. The relevant source licence required for each approved source must also be listed in SOW Annex E.

All Problematic Sources owned by Defence are covered for work by Contractors under the Defence source licence; hence, if any Problematic Sources owned by Defence are relevant to the Products (eg, a Product containing a laser), they should be entered into SOW Annex E before the RFT is released.

The *Defence Radiation Safety Manual* (under development) addresses the management of ionising, non-ionising, laser and ultra-violet radiation safety, respectively. These requirements are applicable to Defence-owned Problematic Sources and activities within Defence.

From time to time, the Problematic Sources listed in SOW Annex E may need to be updated. Clause 11.1.3.2 enables updates to be effected through CCPs and requires evidence of the applicable licences to be provided when new sources are to be added.

Clause 11.1.3 is optional and is not required if it can be demonstrated that there will be no Problematic Sources supported or used in the provision of support Services. Where Problematic Sources are applicable, drafters need to prepare, where possible, the table in SOW Annex E.

Related Clauses: Annex E to the draft SOW, Approved Problematic Substances and Problematic Sources

The terms, "Problematic Substance", "Problematic Source", "Approved Substance", "Ozone Depleting Substance", "Synthetic Greenhouse Gas", "Dangerous Goods", "Hazardous Chemical" and "Asbestos Containing Material" are defined in the Glossary.

COT TDR E-4, Problematic Substances and Problematic Sources, which requires tenderers to provide details of Problematic Substances and Problematic Sources that are proposed to be included in the Services.

COC clause 3.2, Authorisations

COC clause 10.1, which places a general obligation on the Contractor to comply with all applicable laws, which include laws relating to the environment, Dangerous Goods, Hazardous Chemicals and WHS.

COC clause 10.2, which places an obligation on the Contractor to comply with Commonwealth policies relevant or applicable to the Contract, which include policies relating to WHS, hazardous substances, ODSs, SGGs and the environment.

COC clause 10.3, which places an obligation on the Contractor to provide Services that comply with the applicable WHS Legislation.

COC clause 10.4, which places an obligation on the Contractor to perform the Contract in such a way that the Commonwealth is not placed in breach of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

Clause 11.2 of the draft SOW, where applicable, sets out the work requirements associated with environmental management.

Clause 11.3 of the draft SOW sets out the work requirements associated with WHS.

DID-PM-HSE-SDS, Safety Data Sheet (an *ASDEFCON (Strategic Materiel)* DID)

Optional Clauses: Nil

## **11.2 Environmental Management**

---

Sponsor: Environment Heritage and Risk Branch, Defence Support and Reform Group

Status: Optional

Purpose: To obtain a description of how the Contractor proposes to manage environmental issues and comply with environmental requirements.

Policy: The Australian Government requires all departments and agencies to develop and implement an Environmental Management System (ENVMS) that is compliant with ISO 14001 *Environmental Management Systems – Requirements with Guidance for Use*. The Defence Environmental Policy endorsed the establishment of an ENVMS, which supports ADF capability, promotes environmental sustainability and achieves the Government's broader environmental objectives.

The Defence ENVMS has been modelled on the ISO 14001 requirements. It has been designed to fit the unique structure of Defence and provides the overarching environmental policy, strategy and guidance to assist Groups and Services to integrate environmental planning and processes into their activities.

If possible, Defence expects all contractors to either have ISO 14001 certification or be able to demonstrate their commitment and application of environmental management throughout their organisation, including consideration of how this is applied to subcontractors under their control.

The following documents are applicable to environmental management. The easiest way to find all relevant environmental references is by accessing the Defence ENVMS on the Defence Intranet.

- a. DI(G) ADMIN 40-2, Environment and Heritage Management in Defence;
- b. Defence environmental policy at: <http://defweb.cbr.defence.gov.au>;
- c. Environment Protection and Biodiversity Conservation Act 1999 (Cth);
- d. Departmental Environment Instructions (DEIs);
- e. Defence Environmental Strategic Plan;
- f. Defence National Environment Legal Register;
- g. Defence Service Charter;
- h. *Defence Procurement Policy Manual*, Section 3, Chapter 3.16, Environment in Procurement;
- i. AS/NZS ISO 14001:2004 Environmental Management Systems – Requirements with Guidance for Use;
- j. AS/NZS ISO 14031:2000 Environmental Management – Environment Performance Evaluation – Guidelines;
- k. Other environmental legislation, such as the Hazardous Waste (Regulation of Exports and Imports) Act 1989 (Cth); and
- l. DID-SSM-ENVMP, Environmental Management Plan (an *ASDEFCON (Support)* DID).

Drafters should consult with the sponsor for information on other relevant documents.

Guidance: Contractors are obliged to comply with relevant legislation, which includes environmental legislation (see clause 10.1 of the COC). Clause 11.2 of the SOW is required where significant environmental issues may be involved.

Environmental advice and requirements will not normally be required where the work specified in the SOW will be undertaken at the Contractor's own facilities. Under these circumstances, the Contractor should comply with legislative requirements and Defence would not normally have environmental requirements additional to compliance with these.

If there are no other special environmental requirements, the clauses under clause 11.2 may be deleted and replaced with 'Not used'.

If work at the Contractor's site (only) has the potential to impact Services due to environmental issues, the clauses under clause 11.2 may be deleted and replaced with the optional clause at the end of this section.

If there are no Defence requirements but special environmental requirements exist (ie, ministerial approval may be needed) for work to be conducted at Contractor facilities, drafters should read the information below and seek further guidance from DSRG regarding the need for environmental management.

Where work on Commonwealth Premises is applicable, or where the proposed contract will involve activities that could have significant environmental impact, drafters should first review whether *ASDEFCON (Support)* is the more appropriate template. Drafters should refer to the *Defence Environment Manual* to determine whether the proposed contract will involve activities that could have significant environmental impact.

**Environmental Requirements.** Clause 11.2 identifies Defence requirements that are in addition to legislative requirements.

Although there may be relatively few situations where Defence environmental requirements could be considered to be additional to legislative requirements, environmental planning within the SSMP ensures co-ordination with Defence at a procedural level.

Drafters should consider the environmental impact of the Services and ensure that these are aligned with Defence environmental policy, which includes a requirement to comply with environmental legislation. The Directorate of Environmental Stewardship (DES) is responsible for providing advice on the level of environmental clearance required. It is the responsibility of Defence proponents (financially and from a contract management point of view) to take all necessary steps to gain approval as required by DES.

The degree of complexity and extent of the environmental management requirements will depend on the extent of the environmental risks involved. To assist in determining the environmental management requirements to be placed on the Contractor, the DMO support agency or other relevant authority should have conducted an environmental risk assessment.

Categories of specific environmental issues identified within the Defence Environmental Strategic Plan 2002-2003 are:

- a. Sustainable Management of Ecosystems:
  - (i) Land use (including use of Defence Training Areas and Defence training on non-Defence land);
  - (ii) Interaction with Marine Environment;
  - (iii) Interaction with Aquatic Environment; and
  - (iv) Flora and Fauna Interaction.
- b. Natural Resource Consumption:
  - (i) Energy Use;
  - (ii) Water Use; and
  - (iii) Waste Generation.

- c. Pollution Prevention:
  - (i) Soil and Water Contamination;
  - (ii) Waste Treatment and Disposal;
  - (iii) Air Emissions; and
  - (iv) Noise, Vibration and Electromagnetic Radiation Generation.
- d. Climate Change and Ozone Depletion:
  - (i) Use of Ozone Depleting Substances; and
  - (ii) Greenhouse Gas Emissions.
- e. Stewardship:
  - (i) Procurement and Acquisition - new direction towards 'Green Procurement' related to renewable resources and ecologically sustainable development principles;
  - (ii) Infrastructure Development and Support;
  - (iii) Stakeholder Management;
  - (iv) Business Practices; and
  - (v) Heritage Management.

Other factors that drafters should consider include:

- a. health and safety;
- b. geology, hydrogeology and soils;
- c. indigenous, cultural and natural heritage;
- d. traffic and transportation;
- e. water quality – ground, riparian, estuarine and marine;
- f. contamination;
- g. hazardous substances; and
- h. infrastructure development and support.

Examples where a separate ENVMP may be required and where it may not be appropriate to use the *ASDEFCON (Support Short)* template include:

- a. testing of equipment that emits high-intensity electromagnetic radiation;
- b. work that generates high levels of noise;
- c. tests and trials involving high energy underwater sonar;
- d. testing of vehicles in an environmentally sensitive area; and
- e. activities that may cause pollution (eg, use of solvents).

Tenderers are required by COT TDR E-2 to identify the risks relating to the environment associated with the tendered proposal, categorise those risks according to the likelihood and consequence of their occurrence and, for each risk identified, indicate how the tenderer proposes to reduce, accept or otherwise manage that risk.

If the Contractor has an existing ENVMS with suitable scope, the SSMP would largely refer to the ENVMS for the required detail. Drafters should note that some tenderers may be pre-qualified, being already assessed for compliance with Defence environmental requirements and the suitability of their ENVMS.

The Contractor is required by clause 11.2.2 to have an Environmental Management System (ENVMS), which is accessible to the Commonwealth and

includes the records specified in clause 11.2.3, to ensure that work performed under the Contract complies with applicable legislation and Commonwealth policy.

The Contractor is required to maintain, and work in accordance with, its ENVMS and the Approved SSMP.

Drafters should also consider requirements for the Contractor to monitor and report on compliance with environmental requirements. Reporting on environmental management issues would normally be covered in the CSR. Drafters should be familiar with the *Defence Environment Manual*, and should reflect in the draft SOW any special requirements that arise from this manual and the related departmental documents listed in it.

There may also be a need for the Commonwealth to conduct surveillance and audits for Environmental purposes. This is addressed by clause 6.7 of the COC and drafters should make themselves familiar with this clause. Clause 11.2.4 is included in the draft SOW to require the Contractor to participate in these activities when required by the Commonwealth Representative. The DMO support agency staff who will carry out audit and surveillance activities must be suitably qualified. Suitable qualifications should be determined by the DMO support agency in consultation with DES.

#### Related Clauses:

COT TDR E-2, Risk Management  
 COC clause 3.2, Authorisations  
 COC clause 10.4, Environmental Obligations  
 Clause 11.3 of the draft SOW, Work Health and Safety  
 DID-SPTS-CSR, Contract Status Report

#### Optional Clauses:

***For use when no work under the Contract will be performed on Commonwealth Premises but Contract work has significant environmental issues, replace the subclauses under clause 11.2 with:***

The Contractor shall inform the Commonwealth Representative as soon as practicable after becoming aware of required changes to the Contract to enable compliance with changes to environmental legislation and clause 10.4 of the COC.

### **11.3 Work Health and Safety**

---

Sponsor: Defence Work Health and Safety Branch

Status: Core

Purpose: To obtain a description of how the Contractor proposes to meet and manage Work Health and Safety (WHS) requirements to enable the Commonwealth to discharge its duties under WHS Legislation.

Policy: Relevant policy documents are:

*Australian Code for the Transport of Dangerous Goods by Road and Rail, Seventh Revised Edition (National Transport Commission, 2011) (ADG7)*

*Australian Radiation Protection and Nuclear Safety Act 1998 (Cth)*

*Australian Radiation Protection and Nuclear Safety Regulations 1999 (Cth)*

ARPANSA Radiation Protection Series at:

<http://www.arpansa.gov.au/Publications/codes/index.cfm>

*Defence Work Health and Safety Manual (Defence WHS Manual)* and DMOSAFE

Defence Work Health and Safety website at: <http://intranet.defence.gov.au/whs/>

*DEFLOGMAN*, Part 2, Volume 3, Ozone Depleting Substances and Synthetic Greenhouse Gases Manual

*Defence Procurement Policy Manual*, Section 3, Chapter 3.17, Work Health and Safety in Procurement

*Globally Harmonized System of Classification and Labelling of Chemicals (GHS)*, Third Revised Edition (United Nations, 2009)

*Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth)

Safe Work Australia website at: <http://safeworkaustralia.gov.au>

*Work Health and Safety Act 2011* (Cth)

*Work Health and Safety Regulations 2011* (Cth)

Codes of Practice approved under section 274 of the *Work Health and Safety Act 2011* (Cth) at:

<http://www.safeworkaustralia.gov.au/Legislation/model-COP/Pages/Model-COP.aspx> and

<http://www.comlaw.gov.au/Details/F2011L02804/Download>

Guidance:

Under the WHS Legislation, the Commonwealth has a primary duty of care to ensure, so far as is reasonably practicable, the health and safety of workers:

- a. engaged, or caused to be engaged by the Commonwealth; and
- b. whose activities in carrying out work are influenced or directed by the Commonwealth;

while the workers are at work in the business or undertaking.

In addition, the legislation requires the Commonwealth to ensure, so far as is reasonably practicable, that the health and safety of other persons is not put at risk from work carried out as part of the conduct of the business or undertaking of the Commonwealth.

The DMO is responsible for discharging the Commonwealth's WHS duties in the context of the acquisition and sustainment of Defence materiel.

The WHS Legislation also contemplates that there may be circumstances in which different persons (eg, the Commonwealth and a Support Contractor and Approved Subcontractors) may have WHS duties in relation to the same matter. In those circumstances, the legislation states that each duty holder must discharge the person's duty to the extent to which the person has the capacity to influence and control the matter. The legislation also contemplates that in circumstances in which more than one person has a duty in relation to the same matter that there would be a flow of information between the duty holders, as well as consultation, co-operation and a co-ordination of activities between the respective duty holders to facilitate the effective management of their respective duties.

The *ASDEFCON (Support Short)* template contains a number of mechanisms created by clauses in both the Conditions of Contract and the Statement of Work to assist DMO SPOs to take practical steps to ensure that sustainment activities are being safely performed in accordance with the requirements of the WHS Legislation. A large number of those mechanisms are located in clause 11, including in clauses 11.1 and 11.3.

We have already seen how clause 11.1 operates to enable the Commonwealth to work with the Contractor to identify the circumstances in which the Contract work may involve the use, handling or storage of a Problematic Substance or Problematic Source and for the Commonwealth to Approve the use of such Problematic Substances and Problematic Sources (as listed in SOW Annex E).

Similarly, clause 11.3 is a core clause for all contracts and operates to create mechanisms for ensuring the safe performance of the Contract work which will be

explained in the forthcoming paragraphs. Clause 11.3 must be read together with clause 10 of the COC. In short, clause 11.3 is organised into two categories of requirements which are intended to operate to facilitate the Commonwealth and Contractor's complying with their WHS duties and obligations, including the, necessary consultation, co-operation and co-ordination of activities between the Commonwealth and its sustainment contractors in order to discharge concurrently held WHS duties:

#### Category 1

- clauses governing Contractor acknowledgement of the safety related information that is provided by the Commonwealth of all known WHS hazards in connection with the Products and GFE.

#### Category 2

- clauses which require the Contractor to plan the management of WHS in relation to the Contract work by incorporating a health and safety management plan within the SSMP;
- clauses which require the Contractor to have a WHS management system (WHSMS) which also captures specified key WHS related records (including those that are required to be kept under the WHS Legislation); and
- clauses which place responsibility on the Contractor Representative to consult, co-operate and co-ordinate activities with the Commonwealth Representative in relation to the management of WHS issues and ensure that Contractor and Subcontractor personnel consult, co-operate and co-ordinate activities with Commonwealth personnel and other workers in order to ensure that the work required to be performed under the Contract is safely performed.

#### **Acknowledgement of WHS Advice**

Clause 11.3.2 requires the Contractor to acknowledge that hazards within the Products and any GFE that may be provided by the Commonwealth under the Contract are identified within accompanying Technical Data that is provided by the Commonwealth, such as the associated operator and maintenance manuals. Those manuals must be listed at SOW Annex A and DMO SPOs must ensure that the Contractor and Subcontractors are informed about those manuals and have access to updates as well.

Hazards within the Products may, for example, include Problematic Substances embedded within the Products, Problematic Sources (ie, sources of radiation), and general hazards such as the risk of electric shock that may be associated with a Product. In practice, while some hazards may be labelled on Products, more comprehensive warnings and cautions are typically found within operator and maintenance manuals. This is particularly the case where the hazard could arise in the performance of a task which has been written in a process or procedure. Regardless of the location of work performed, the Contractor and any Subcontractors must be made aware of these hazards. Safety procedures and references specific to Products **must** be reviewed and provided to the Contractor.

Clauses 11.3.1 and 11.3.2 must not be tailored without advice from an appropriately trained and qualified WHS specialist and legal advice. DMO SPOs must file a record of all information and advice that is given to, or made accessible to the Contractor in accordance with clause 11.3.2.

It is Defence's responsibility to ensure that its WHS advice, including operator and maintenance manuals etc, is correct and that updated documents (which could include necessary corrections from time to time) are provided to the Contractor (and made accessible to other parties outside the Contract who will be performing the work and, therefore, must be informed about potential hazards).

In summary, the objective of clauses 11.3.1 and 11.3.2 is to ensure that the Contractor is made aware of and can address known hazards (within the Products

and in connection with GFE) in their WHS planning so that the Contract work is safely performed in accordance with the WHS Legislation and other relevant legislation such as radiation protection legislation and road and rail transport safety legislation.

### **WHS Requirements for Planning for and Management of WHS Duties.**

Clauses 11.3.3 to 11.3.7 address the requirements for planning and management systems for WHS. Clause 11.3.6 (and clause 10.3.1 of the COC) also specifies obligations for consultation, co-operation and co-ordination of activities between the Contractor, Subcontractor(s) and Commonwealth Personnel in order to ensure that the work required to be performed under the Contract is safely performed.

Clause 3.2 of the COC requires the Contractor to obtain all Authorisations, including WHS-related Authorisations, required to perform the work under the Contract. An Authorisation is defined in the Glossary (Attachment C) as a licence, accreditation, permit, registration, regulatory approval or other documented authority (however described), required by law and necessary for the provision of Services. A WHS-related Authorisation will be an Authorisation that is required by the WHS Legislation (or other legislation concerning safety and the safe use of plant, substances and structures). WHS-related Authorisations are required to be kept in the Contractor's WHSMS under clause 11.3.5.

The degree of complexity and extent of WHS management requirements will depend on the hazards and risks involved in the work required to be performed/Services required to be delivered under the Contract. In order to properly define the WHS management requirements that are needed to manage risks to health and safety in clause 11.3, DMO SPOs must identify reasonably foreseeable hazards that could give rise to risks to health and safety. The various Codes of Practice that have been approved under section 274 of the *Work Health and Safety Act 2011* (Cth) provide guidance on how to identify hazards that could give rise to risks to health and safety. To assist in determining the health and safety requirements to be imposed on the Contractor, the DMO support agency or other relevant authority should conduct a safety hazard risk assessment. The Work Health and Safety Branch may be consulted for additional guidance on determining health and safety requirements.

**Health and Safety Management Plans.** The Contractor is required to address WHS planning within the SSMP. In practice, this may be achieved by the Contractor referring to its own health and safety management plan (or equivalent) for its own premises and providing the Commonwealth Representative with a copy of, or access to, that plan on its WHSMS.

Drafters should refer to *SAFETYMAN*, Volume 1, Part 1, Chapter 8 for the responsibilities of Defence and the Contractor associated with work in Contractor-controlled and Defence-controlled workplaces. Drafters should note that, in accordance with *SAFETYMAN*, the Contractor is required to provide an agreed and appropriate safety management plan, specifying the elements of the Contractor's safety management system (paragraph 8.7).

**WHS Management System (WHSMS).** The WHSMS is a system for managing the Contractor's WHS duties. Typically, the system will be composed of:

- a. all WHS-related Authorisations required by clause 3.2 of the COC;
- b. records required to be kept under WHS Legislation;
- c. WHS-related risk assessments and control measures; and
- d. the WHS management elements of the Approved SSMP and all associated plans, processes, procedures and instructions supporting the WHS management elements of the Approved SSMP.

Although the WHSMS appears as a separate requirement within the SOW, the WHSMS may be combined with an Environmental Management System (ENVMS)



as part of a Contractor “HSE management system” as the structural requirements of each system are similar.

Ideally, the Contractor will have the ENVMS and WHSMS integrated in the Contractor’s Quality Management System (QMS). In those circumstances, DMO SPOs must take care to ensure that the clauses which govern the ENVMS, WHSMS and QMS remain well integrated and should seek specialist drafting assistance to achieve this where necessary.

**Other WHS Requirements.** In addition, clause 11.3.6 of the SOW, and clauses 10.3.1 and 3.10 of the COC, impose consultation, co-operation and co-ordination obligations and clause 11.3.7 requires the Contractor to participate in site inspections.

Clause 11.3.6 imposes a general obligation on the Contractor Representative to ensure that Contractor and Subcontractor personnel consult, co-operate and co-ordinate activities with Commonwealth personnel and other workers in order to ensure that the work required to be performed under the Contract is safely performed. Importantly, clause 11.3.6 also imposes a obligation on the Contractor to ensure that the Contractor’s Representative consults, co-operates and co-ordinates activities with the Commonwealth Representative in relation to the management of WHS issues. Commonwealth Representatives for DMO support contracts must make themselves available and participate in the practical steps that are initiated by the Contractor Representative in fulfilment of the obligation imposed by clause 11.3.6 (as consultation, co-operation and co-ordination in relation to the management of WHS issues is inherently collaborative, however, it does not mean that there must be agreement reached concerning all WHS matters and issues). Clause 11.3.6 does not prevent the Commonwealth Representative from initiating the process of consultation, co-operation and co-ordination with the Contractor Representative and, in circumstances where the initiative is taken by the Commonwealth Representative, clause 11.3.6 operates to require the Contractor Representative to respond and participate.

Clause 11.3.7 relates to participating in site inspections that are conducted in exercise of the Commonwealth’s rights under clause 6.6 of the COC.

The *Work Health and Safety Consultation, Co-operation and Co-ordination Code of Practice* provides guidance to duty holders who share responsibility for the same WHS matters on how to consult, co-operate and co-ordinate activities with each other. The Code also provides practical guidance on how to effectively consult with workers who carry out work and who are (or are likely to be) directly affected by WHS matters.

**Further information:** The *Defence WHS Manual*, Volume 1, Part 1, Chapter 8, Annex A describes the Contractor Safety Management process.

Related Clauses:

COT TDR E-2, Risk Management

COT TDR E-4, Problematic Substances and Problematic Sources

COC clause 3.2, Authorisations

COC clause 3.10, Commonwealth Contractors

COC clause 10.3, Work Health and Safety

Clause 3.8 of the draft SOW, Coordination and Cooperation

Clause 11.1 of the draft SOW, Problematic Substances and Problematic Sources

Clause 11.2 of the draft SOW, Environmental Management

Clause 11.4 of the draft SOW, Incident Reporting

DID-SPTS-SSMP, which includes requirements for WHS management.

Optional Clauses: Nil.

## 11.4 Incident Reporting

---

<u>Sponsor:</u>	DMO Standardisation Office
<u>Status:</u>	Core
<u>Purpose:</u>	To identify the requirements for Work Health and Safety (WHS) and Environment incident reporting and remediation efforts under the Contract.
<u>Policy:</u>	<i>Environment Protection and Biodiversity Conservation Act 1999 (Cth)</i> <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989 (Cth)</i> <i>Work Health and Safety Act 2011 (Cth)</i> <i>Work Health and Safety Regulations 2011 (Cth)</i>
<u>Guidance:</u>	This clause creates obligations which complement the incident notification regime in Part 3 of the <i>Work Health and Safety Act 2011 (Cth)</i> . The clause also includes the reporting of environmental incidents with respect to the <i>Environment Protection and Biodiversity Conservation Act 1999 (Cth)</i> . The clause is core for all contracts.

### Notifiable Incidents (WHS)

Under section 38 of the *Work Health and Safety Act 2011 (Cth)*, in all Australian jurisdictions which have enacted the harmonised work health and safety legislation, a person who conducts a business or undertaking must ensure that the regulator is notified immediately after becoming aware that a Notifiable Incident arising out of the conduct of the business or undertaking has occurred. In non-harmonised jurisdictions, the obligation to report notifiable incidents is generally aligned with that of the WHS Legislation.

In practice, where a Notifiable Incident occurs in a workplace that is controlled and managed by the Contractor for the purposes of the performance of the Contract work, the Commonwealth expects the Contractor to report the incident for the purposes of section 38 and inform the Commonwealth of that notification to enable the Commonwealth to report the Notifiable Incident to Comcare. Clause 11.4 creates a mechanism to facilitate this.

Because the duty to report notifiable incidents is not transferable, the intention of clause 11.4 is to ensure the Commonwealth is provided with necessary information concerning a notifiable incident so it can report the incident to Comcare. Comcare requires the reporting of notifiable incidents immediately by the Commonwealth which arises out of the conduct of its business or undertaking, irrespective of whether the notifiable incident is one Comcare can investigate or not. It is only if the notifiable incident can be said to not arise out of the business or undertaking where there is not an obligation on the Commonwealth to report the notifiable incident.

The regulator is the state or territory WHS regulatory authority which has jurisdiction over the workplace in which the notifiable incident occurred. In the Commonwealth jurisdiction, the regulator is Comcare.

A **notifiable incident** is defined by sections 35 to 37 of the *Work Health and Safety Act 2011 (Cth)*. Section 35 states that a notifiable incident means the death of a person, a serious injury or illness of a person, or a dangerous incident. Section 36 defines “serious injury or illness” and section 37 defines “dangerous incident”.

Serious injury or illness of a person means an injury or illness requiring the person to have:

- a. immediate treatment as an in-patient in a hospital; or
- b. immediate treatment for:
  - (i) the amputation of any part of his or her body; or
  - (ii) a serious head injury; or
  - (iii) a serious eye injury; or

- (iv) a serious burn; or
  - (v) the separation of his or her skin from an underlying tissue (such as degloving or scalping); or
  - (vi) a spinal injury; or
  - (vii) the loss of a bodily function; or
  - (viii) serious lacerations; or
- c. medical treatment within 48 hours of exposure to a substance;

and includes any other injury or illness prescribed by the regulations but does not include an illness or injury of a prescribed kind.

A dangerous incident means an incident in relation to a workplace that exposes a worker or any other person to a serious risk to a person's health or safety emanating from an immediate or imminent exposure to:

- a. an uncontrolled escape, spillage or leakage of a substance; or
- b. an uncontrolled implosion, explosion or fire; or
- c. an uncontrolled escape of gas or steam; or
- d. an uncontrolled escape of a pressurised substance; or
- e. electric shock; or
- f. the fall or release from a height of any plant, substance or thing; or
- g. the collapse, overturning, failure or malfunction of, or damage to, any plant that is required to be authorised for use in accordance with the regulations; or
- h. the collapse or partial collapse of a structure; or
- i. the collapse or failure of an excavation or of any shoring supporting an excavation; or
- j. the inrush of water, mud or gas in workings, in an underground excavation or tunnel; or
- k. the interruption of the main system of ventilation in an underground excavation or tunnel; or
- l. any other event prescribed by the regulations;

but does not include an incident of a prescribed kind.

Attachment C defines Notifiable Incident by reference to the definition of notifiable incident that is provided by sections 35 to 37 of the *Work Health and Safety Act 2011* (Cth). Clause 11.4 is drafted around that defined term so that the incident reporting and notification obligations are aligned with the obligations in Part 3 of the *Work Health and Safety Act 2011* (Cth).

Notifiable Incidents are required to be reported by the Contractor to the relevant State or Territory regulator immediately, by telephone or in writing (including electronically), whichever is the fastest possible means. Clause 11.4.1c then requires the Contractor to immediately provide the Commonwealth Representative with a copy of the notification that is made to the relevant State or Territory regulator. The Commonwealth is required to notify Comcare about any Notifiable Incident that occurs in relation to work performed under the Contract and must immediately pass on to Comcare any notice received under clause 11.4.1c.

Subsection 38(6) of the *Work Health and Safety Act 2011* (Cth) states that, if the regulator receives a notice by telephone and a written notice is not required, the regulator must give the person conducting the business or undertaking:

- a. details of the information received; or

- b. an acknowledgement of receiving the notice.

In those circumstances, clause 11.4.1d will operate to ensure that the Commonwealth Representative is given copies of any notice(s) or other documentation given by the regulator in respect of the Notifiable Incident. Clause 11.4.1d would also operate to ensure that the Commonwealth Representative receives copies of notices that are given by an inspector appointed by the regulator in respect of any Notifiable Incident that is formally investigated.

If a Notifiable Incident occurs on Commonwealth Premises (eg, on a visit to a base by a Contractor to deliver or pick up an item (if not using the DIDS contract) or to remove and replace an item that is faulty or due for preventive maintenance), or to any Defence personnel, then Defence requirements also apply for the purposes of WHS management. Clause 11.4.2 operates to require the Contractor to immediately report the incident to the Commonwealth Representative and provide any necessary assistance to undertake mandatory incident reporting. The *Defence WHS Manual*, Volume 2, Part 5, Chapter 1 refers to these requirements and identifies the forms to be used when reporting.

Following a Notifiable Incident, the Contractor is required to investigate the circumstances of the event and take all reasonable steps (including by instituting procedures and systems) to ensure that an event or circumstance of the kind that led to the Notifiable Incident does not recur. Implicitly, this necessitates the review of existing procedures or systems.

**Interaction between clause 10.3.3b of the COC and clause 11.4.1 of the SOW in relation to Notifiable Incidents.** The requirement that the Contractor inform the Commonwealth where notices are issued by or given to the regulator is addressed generally by clause 10.3.3b of the COC and specifically (in relation to Notifiable Incidents) by clause 11.4.1 of the SOW.

Clause 10.3.3b of the COC is expressed to be without limitation of the Contractor's obligations under the Contract or at law. As the SOW forms part of the Contract, clause 11.4.1 of the SOW operates to require that copies of notices with respect to Notifiable Incidents be provided by the Contractor promptly in the case of notices issued by a regulator and immediately in the case of notices given to a regulator. This is because there are strict timing requirements concerning the reporting of notifiable incidents in the WHS Legislation.

**Environmental Incidents.** Where the environmental management requirements of optional clause 11.2 are included, drafters should also include optional clause 11.4.3. Where clause 11.4.3 is included, environmental incidents are also required to be reported to the Commonwealth Representative. Unlike WHS Notifiable Incidents, timeframes are not prescribed (by the *Environment Protection and Biodiversity Conservation Act 1999* (Cth)) for reporting requirements.

The *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) Act and Defence policy also require Defence to account for stocks of Ozone Depleting Substances (ODSs) and Synthetic Greenhouse Gases (SGGs) that it controls. Hence, discharge of Defence-controlled substances must be reported to the Defence manager. Clause 11.4.4 covers those occasions when a Contractor discharges or suspects discharge of an ODS or SGG (eg, unintended discharge from an air-conditioner or firing an engine fire extinguisher bottle) that Defence must account for. This is primarily intended for non-licensed Contractors maintaining related equipment as licensed Contractors are aware that they must legally comply with this reporting requirement.

**HSE Reports.** WHS and Environmental matters and summarised incident reporting are to be included in the HSE report, a sub report to the Contract Status Report (prepared in accordance with DID-SPTS-CSR).

**Remediation Plans.** Under clause 9.1.2 of the COC, the Commonwealth Representative may notify the Contractor, via a Curable Default Notice, to take specified measures that the Commonwealth Representative considers reasonably necessary to comply with applicable legislation relating to work health and safety,

including the WHS Legislation, and/or deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons in connection with the provision of the Services. When a planned approach to remedy a Curable Default is required, the Commonwealth Representative may also request a Remediation Plan to be prepared and followed in accordance with SOW clause 3.14.

**Loss of an Authorisation.** Clause 3.2 of the COC requires the Contractor to notify the Commonwealth after an Authorisation required to perform the Services has been refused, revoked or qualified and is intended to cover environmental protection related licenses and Authorisations, radiation safety related licences and WHS related Authorisations.

Related Clauses/Documents:

COC clause 3.2, Authorisations  
COC clause 10.3, Work Health and Safety  
COC clause 10.4, Environmental Obligations  
Clause 3.14 of the draft SOW, Remediation  
Clause 11.1 of the draft SOW, Problematic Substances and Problematic Sources  
Clause 11.2 of the draft SOW, Environmental Management  
Clause 11.3 of the draft SOW, Work Health and Safety  
DID-SPTS-CSR, Contract Status Report, which contains the HSE sub report.

Optional Clauses: Nil

## STATEMENT OF WORK ANNEXES

### Introduction

---

Specific guidance for annexes is contained within the annexes as notes to drafters. This section provides an overall summary of their purpose, use and some considerations for tailoring the annexes with respect to the SOW.

### SOW Annex A – List of Products Being Supported

---

The SOW and SOW Annex A are closely related in that the SOW describes the Services that are applied to the Products listed in Annex A. As not all Services are applied to all Products, a mapping process is required to correctly link the Services to the applicable Products. This mapping is achieved through by the SOW clauses referring to select groups of Products in SOW Annex A and the tables within this Annex.

Firstly, consider the ‘groups’ within SOW Annex A. SOW Annex A is divided into four sections to assist in dividing up the types of Support Services for different categories of Products: Repairable Items, Non-Repairable Items, Software and Technical Data. Each section in the Annex and category of Products is further divided through sub-lists and columns denoting particular requirements for Services. Adding a sub-list (using horizontal dividing row with a heading) or additional columns allows for further groups to be created.

Within the SOW, clauses referring to SOW Annex A will either apply to a section, a table, or Products that are ‘denoted’ as having Services applied to them. SOW clauses will refer to:

“... for the Repairable Items listed in Annex A to the SOW”, which includes all items in section 1 (similar clauses are used for sections 2 to 4).

“... Products listed in Annex A to the SOW against which the Contractor has been identified as having [X] responsibility”, which can apply to any section of the annex where annotation within a column of a table identifies the applicability.

It is important that the drafter develop the lists of Products in SOW Annex A (usually before tailoring SOW clauses) to ensure that the SOW’s descriptions of Services can be directed to the appropriate list. Further explanation is possible by developing clauses for either the SOW or the preliminary clauses before each table in SOW Annex A. Clauses that identify the depths/grades of Maintenance are an example of this kind of explanation.

SOW Annex A contains numerous notes to drafters for the tailoring of each of the sections and the tables they contain and should be read by drafters before tailoring.

#### **Section 1, Repairable Items – Additional Notes:**

Annex A, Table A-1 groups types of RIs that may be applicable to the Contract, such as the principle equipment / RIs for which the Contract is being drafted, and Support and Test Equipment and Training Equipment, by using sub-heading rows (shaded rows with titles). If groups are not required they may be deleted, or other groups may be added.

GFE that is listed in Attachment G, such as repairable Support and Test Equipment and Training Equipment, and which is also to be maintained or otherwise supported by the Contractor also needs to be listed in this table.

Some columns in draft Table A-1 are used to identify performance requirements. Performance requirements are often specified using either levels of RI availability (eg, Demand Satisfaction Rate or ‘DSR’) or turn-around times for applicable Maintenance activities (but not both for the same RI). RIs that are Support and Test Equipment may be subject to differing performance requirements (eg, priorities) to Mission System Repairable Items (although this does not have to be

the case). Performance requirements may be specified generally using Table A-1 (eg, “A” means a turn-around-time of less than X days) or through the SOW (eg, for high and routine priority orders that may be related to the usual MILIS demands. The performance requirements may also identify the application of performance measures (‘Key Performance Indicators’ or KPIs) for Performance Based Contracts (PBCs) – refer to the *ASDEFCON (Support Short) PBC Module* for guidance. Note that some measures, such as DSR requires the Contractor to have access to MILIS (for visibility of RIs in different Defence locations). Without MILIS, using DSR is much more difficult because the Contractor cannot readily determine stock levels at Defence units.

### **Section 2, Non- Repairable Items – Additional Notes:**

Although Table A-2 is not divided into sub-lists (using heading rows) some may be added if required. The draft Table A-2 only divides Non-RIs into groups using columns.

Columns may also be used to specify performance requirements applicable to Non-RIs. Two examples are:

- a. Order Response Times, which require the delivery of applicable Non-RIs within a specified time-frame. If Order Response Times are the same for all Non-RIs, they may be specified in a single location (eg, in the SOW); however, if times vary between Non-RIs, or quantities, this becomes impractical and the table allows specification for each relevant group of Non-RIs.
- b. DSR specifies the percentage of Non-RIs available locally when a Defence unit needs an Item. It is expressed as a percentage across a range of Non-RIs. The rate could be specified for a single location or globally. In some cases, different DSRs may be applied to different Non-RIs or locations, based on priority. As for RIs, DSR generally requires the Contractor to have access to MILIS for visibility of stock levels at the applicable Defence units.

### **Section 3, Software – Additional Notes:**

Services that could be provided under an *ASDEFCON (Support Short)* contract include help desk support, provision of updates from a standard software release by the Contractor (not Contract-specific) or a third party (eg, an OEM), and engineering responsibility for defect / fault investigation and limited rectification. If software upgrades must be developed, then the *ASDEFCON (Support)* templates should be used as *ASDEFCON (Support Short)* does not include the governance and appropriate engineering management provisions for such complex Services.

### **Section 4, Technical Data – Additional Notes:**

Although Table A-4 is not divided into sub-lists (using heading rows) some may be added if required. This may be useful for separating type of technical data, such as drawings from Maintenance manuals and Training materials, or for organising Technical Data by subsystem or for Mission System equipment separate to Support and Test Equipment publications.

## **SOW Annex B – Mandated Defence Information System Use**

---

SOW Annex B enables the drafter to stipulate the use of Defence information systems, such as MILIS. SOW clauses will refer to SOW Annex B for Engineering, Maintenance, Supply or other ‘management systems’. SOW Annex B includes draft clauses for the use of MILIS in Supply Support functions. Use of Defence information system for other functions must be developed by the drafter (using the existing clauses 1.2 as a template).

If mandating a Defence information system, many key considerations for the drafter (SPO) are included within SOW Annex B. However, some additional considerations such as physical and information systems security may need to be addressed through the SOW and COC. Any equipment provided will also need to be listed in Attachment G, GFM.

A Defence information system is generally an alternative to a Contractor having its own management system – and primarily used to provide Defence with greater visibility. Minimum functionality may be suggested within the SOW for a particular Contractor information management system, and these clauses may need to be down scaled if a Defence information system is also used. For example, clause 6.3 for a Maintenance Management System would be effectively replaced by a clause pointing to SOW Annex B, if use of a Defence information system for Maintenance management was added to the annex.

If not mandating a Defence information system, drafters should consider what additional requirements must be added to the SOW to describe the information management functions to be performed by the Contractor using their systems.

SOW Annex B contains numerous notes to drafters that should be read by the drafter before tailoring. If no Defence information systems are to be used, then all clauses below the title in Annex B may be deleted and replaced with a single “Not used”.

### **SOW Annex C – Contract Data Item Descriptions**

---

SOW Annex C provides a quick reference to the data items to be delivered in accordance with the SOW. This also acts as a cover sheet for the DIDs to be included with the Contract.

SOW Annex C is intended to improve the efficiency of data item management and should be tailored after the data item requirements and related COC and SOW clauses have been determined – removing any data items that will not be used.

Note that some data items, such as DID-PM-HSE-SDS and DID-SSM-S&Q are sourced from other ASDEFCON templates and should be copied into the RFT package when required (ie, the same DIDs are used by several templates).

### **SOW Annex D – Training Course Details**

---

SOW Annex D details the requirements for individual Training courses. A set of template clauses are included for a single Training course. The set of clauses are to be copied and then further developed for each Training course to be delivered.

There is the potential for clauses to be added to either the SOW or SOW Annex D, depending on whether the requirement applies to all courses (ie, use the SOW) or only specific courses (ie, use SOW Annex D). For example, if all courses were nationally recognised as part of the National Skills Framework, the requirements for assessment might be included in the SOW; alternatively, if this only applied to some courses, it would be included in clause 2.5 of Annex D.

If part of the National skills Framework, the drafter may wish to amend clauses (in either the SOW or SOW Annex D) to ensure that the module codes and other applicable information is identified. Furthermore, the requirements placed on a Registered Training Organisation may make some clauses redundant.

SOW Annex D assumes that the Contractor will provide all training course materials reproduced from master copies. If this is not the case, and some are provided by Defence to each course, then both SOW Annex D clause 2.4 and SOW clause 8 need to be tailored consistently.

SOW Annex D contains numerous notes to drafters that should be read by the drafter before tailoring. Further information pertaining to the individual elements describing each course may be found in the guidance section of the DSD-TNG-DEL from the *ASDEFCON (Support)* templates (version 3.0 or later).

### **SOW Annex E - Approved Problematic Substances and Problematic Sources**

---

SOW Annex E provides a list of Approved Problematic Substance and Problematic Sources. The Problematic Substances and Problematic Sources are either Products Being Supported or used in connection with the Services and the approved purposes for which they may be used, stored and/or handled is identified



in Annex E. Annex E supports clause 11.1 of the SOW and applicable policies are included within the guidance for that clause.

Annex E also supports COT TDR E-4, Problematic Substances and Problematic Sources. Where Problematic Substances and Problematic Sources are known, required for the Contract, and will be approved for use before the RFT is released, the drafter should enter details in draft Annex E. Tenderers should respond, via COT TDR E-4, with any additional requirements for inclusion in Annex E, subject to approval by the Commonwealth. New Problematic Substances and Problematic Sources, identified after ED, may be added to the lists in Annex E through the process described in SOW clause 11.1.

**Problematic Substances:**

Problematic Substances include Hazardous Chemicals, Dangerous Goods, Ozone Depleting Substances (ODS), and Synthetic Greenhouse Gases (SGG), which all require management in some form. Once included in this Annex, in Table E-1, these are referred to as Approved Substances.

Most contracts will involve Hazardous Chemicals, and in some cases Dangerous Goods, of some kind. Examples include fuels, lubricants or compressed gases, which are either Deliverables or used in the performance of the Services. Some contracts may also involve ODSs or SGGs, including some chemicals used as refrigerants or for fire extinguishers.

All Hazardous Chemicals used in Australia are documented in Safety Data Sheets (SDSs) with copies held in the ChemAlert database, which is used by Defence. This may also apply to ODSs, SGGs and Dangerous Goods; however, SDSs are not mandatory unless these are also Hazardous Chemicals. Accordingly, Defence should have the SDSs for most, if not all, Problematic Substances without the tenderers or Contractor needing to provide them. Drafters may refer to the ChemAlert database on the Defence Restricted Network for SDSs and for listings of substances currently held (subject to access privileges).

**Problematic Sources:**

Problematic Sources include sources of radiation (from materials and apparatus) that must be licenced by the Australian Radiation protection and Nuclear Safety Authority (ARPANSA). Problematic Sources can be either Products Being Supported (eg, a laser designator) or used to provide Services (eg, high intensity ultra-violet light or radioactive isotopes used in non-destructive inspection).

Problematic Sources that are, or are included in, Products Being Supported may be added to Table E-2. Where it is known through maintenance manuals, or similar, that only specific chemicals or equipment containing Problematic Sources must be used to perform Services (eg, for x-rays or fluoroscopy), then these details for these items may also be added to the table.

Any Problematic Sources that are owned by Defence should also be covered by a Defence source or facility licence (although this should be confirmed). Applicable details should be entered by the drafter into Table E-2 prior to releasing the RFT.

# ANNEX A – ASDEFCON (SUPPORT SHORT) CONTRACTING SCENARIOS

## 1. INTRODUCTION

### 1.1 Purpose

---

The purpose of this annex is to describe the typical range of contracting scenarios addressed by the *ASDEFCON (Support Short)* templates.

This annex provides a background to the requirements for developing the *ASDEFCON (Support Short)* template and, therefore, the basis for its use. Although based on the type of work required and the SOW, this generates requirements for the conditions and contract (COC) and conditions of tender (COT), which are also discussed.

For further details on template selection, refer to the 'template selection' section of the *ASDEFCON (Support Short)* handbook and the *ASDEFCON Template Selection Guide*.

### 1.2 Background

---

When developed, the *ASDEFCON (Support)* template was designed to scale from large, high-value whole-of-fleet support contracts to lower-value and less complex support contracts for equipment or individual Repairable Items (RIs). This scope is described in Annex A of the *ASDEFCON (Support) SOW Tailoring Guide*, where the lowest level of complexity is known as *Support Scenario #4*. The next level up, *Support Scenario #3*, describes where the contractors provide Services for more complex stand-alone equipment or complex sub-systems, but the Commonwealth maintains overall management responsibility. *Support Scenario #2* involves shared Mission System responsibilities, with Defence providing unit level maintenance and supply, while *Support Scenario #1* involves total, or almost total, system support by the contractor.

An inherent problem of the one-size-fits-all template was that contract managers needing less complex contracts had a lot of repeated work to do, each time that they needed to scale down the *ASDEFCON (Support)* template. Additionally, the transformation of *ASDEFCON (Support) version 3.0* into a template for Performance Based Contracts (PBCs) means that it is no longer suitable for many less complex contracts. Accordingly, *ASDEFCON (Support Short)* was developed to address *Support Scenario #4* and less complex *Support Scenario #3* contracts.

## 2. CONTRACT EXAMPLES AND CONTRACTING REQUIREMENTS

To better understand the use of the *ASDEFCON (Support Short)* template, the following scenarios were used as references during its development.

### 2.1 Example #1

---

A system support office responsible for managing common items, for a number of Defence platforms, is required to prepare and manage many low-complexity contracts to directly access local companies specialised in mechanical, hydraulic, electrical and electronic repairs, some of whom are agents for overseas manufacturers of these items. The required business activities and Services broadly include:

- purchase of inventory (including consumables);
- repair of rotatable assets (ie, repairable and serial number tracked);
- limited Contractor warehousing, distribution and in-store maintenance activities;
- low-level engineering tasks, mainly associated with defect investigations and advice but may include some minor design and development of lifting frames and supports for various moving supported equipment;
- limited MILIS transactional activity; and
- a minimal level of obsolescence management.

The following contracting initiatives are also required:

- e-commerce;
- not-to-exceed prices for repairs;
- incentivising for delivery; and
- direct vendor delivery.

*ASDEFCON (Support) SOW* is too complex for the above requirements and a simpler solution is needed.

The *ASDEFCON (Support Short)* template addresses most of these directly, with a few exceptions. The template does not include the engineering design and Configuration Management Services needed for the development of a major change (ie, a change to form, fit and/or function) or to develop new items. However, S&Q Services may be used within the context of a contract's scope. Secondly, e-commerce, as an integrated solution (ie, beyond MILIS use), requires further development and policy before a standard template approach can be adopted. Finally, 'incentivising for delivery' can be achieved by carefully tailoring a separate PBC Module developed for use with *ASDEFCON (Support Short)*.

## **2.2 Example #2**

---

A project requiring follow-on support for communications terminals had the following requirements:

- help desk services, including the preparation of equipment for deployment, the provision of operational software libraries, and other related activities;
- maintenance and supply activities similar to *Support Scenario #4* of Annex A to the *ASDEFCON (Support) SOW Tailoring Guide*; and
- training Services provided to Defence operators and support staff, coordinated under a Defence training management plan.

The project, with CSB support, developed a minimal contract by combining the *ASDEFCON (Support) SOW* and *ASDEFCON (Complex Materiel) Volume 1 COC*, removing all DIDs, and reducing the description of Services to three Detailed Service Descriptions (DSDs). Considerable development effort was required and, for a number of reasons, this approach is too restrictive and complex for general use.

*ASDEFCON (Support Short)* addresses most of this situation's needs, including training delivery and help desk Services. Tailoring is still required to add specialised functions like deployment preparation and recovery (to the Maintenance Services clauses, to be performed in accordance with an appropriate manual) and to provide software libraries. In situations like this, with quite specific Services, some clauses can be copied from *ASDEFCON (Support)* to assist drafting new clauses (eg, to expand help desk Services). Importantly, the framework remains suitable, allowing drafters more time to focus on the unique aspects of the required Services rather than drafting contract management clauses.

## **2.3 General Requirements and Scope**

---

From the two examples and generic descriptions for *Support Scenarios #3 and #4*, characteristics of the contracts developed using the *ASDEFCON (Support Short)* template can be summarised as including:

- Services provided for any one or more of the Support System Constituent Capabilities (SSCCs) (ie, Operating Support, Engineering Support, Maintenance Support, Supply Support and Training Support);
- minimal contract risk and minimal need for the Commonwealth to have insight into the Contractor's management and work processes, minimising the need for formal planning, reporting and reviews;
- access Defence information management systems (eg, MILIS), when applicable;
- a mix of payment types (eg, recurring fees, task-priced / standing offer and S&Q) to be applied when suitable to the type of Service;

- no provisions for the contractor to occupy Defence facilities, for members required in uniform, or for resident personnel (and doing so would significantly increase the complexity of the contract);
- meets statutory requirements and government policies applicable to the scale of the contract; and
- in limited cases, a basic PBC management framework.

The Services that may be provided appear similar to the *ASDEFCON (Support)* templates; however, one of the key differences is that the *ASDEFCON (Support Short)* template supports only a limited range of activities within those Service areas, and the associated contract management requirements are minimal. These are explained in more details in the word picture that follows.

## 2.4 A Word Picture

---

The following paragraphs provide a descriptive explanation of the likely scope of contracts using the *ASDEFCON (Support Short)* template.

The Contractor provides a range of Services from one or more SSCCs as described by *Support Scenario #4* and, in some instances, functions from *Support Scenario #3* of Annex A to the *ASDEFCON (Support) SOW Tailoring Guide*. The Services could include from one to all five SSCCs for simple RIs / equipment, or may provide more in-depth support for one or two SSCCs (eg, specialised Maintenance Services); however, providing in-depth support across all SSCCs, or dealing with more complex equipment, would create a level of complexity that is better addressed by the *ASDEFCON (Support)* template.

The Contractor may provide a low level of Operating Support such as a basic level of help desk support for a limited customer base and/or for inquiries that have been escalated from another Defence help desk.

In many cases, the Contractor will provide Maintenance Services involving RIs and / or low-complexity stand-alone equipment (ie, excludes RIs that are major platforms such as ships, aircraft and armoured vehicles). These RIs may require scheduled preventive maintenance and/or corrective maintenance. The Contractor may need to coordinate with other Defence contractors (eg, a contractor with Mission System responsibility) in order to schedule the maintenance of RIs. The installation of modifications may be conducted as an S&Q Service, if required. Un-scoped maintenance, such as damage repairs, may also be conducted as an S&Q Service. The Contractor's maintenance activities will often be required to operate under a Technical Regulatory Framework (TRF); however, much of this is controlled by the SPO and is largely transparent to the Contractor. The Contractor may need to provide a separate Maintenance Management Plan to support an assessment by the regulator, or SPO, that it can apply TRF requirements to its scope of work.

Engineering Services are not required for many contracts and are relatively minimal when they are. The Contractor may routinely undertake defect investigations (eg, referred from maintenance activities), but more detailed investigations, parts substitution and the development of deviations would be scoped as S&Q Services. The Contractor may develop some minor changes to the RIs or equipment or changes to procedures in publications, and prepare associated technical instructions, provided that the change does not impact on the form, fit or function of the items used by Defence (eg, basic low-level parts substitution). There are no TRF requirements placed on the Contractor's engineering activities; however, they may be required to perform Configuration Management (CM) and / or other functions in accordance with Commonwealth-specified plans and procedures developed by the SPO and which do comply with a TRF.

The Contractor may provide Supply Services, including collection and delivery of RIs, directly to Defence units and/or other Defence contractors. These Services may include the provision of consumable / expendable items related to the RIs being supported. The Contractor may receive demands via MILIS or other means. The Contractor does not routinely procure RIs for Defence, but could be tasked to do so (eg, if they are the OEM or an OEM's agent) as an S&Q Service or on a Task-Priced basis (eg, using a standing-offer-like price list). In most cases the SPO determines inventory requirements; however, the Contractor may take on some responsibility for requirements determination of the RIs and consumables if responsible for meeting demand satisfaction rates and maintenance turn-around times.

The Contractor may deliver Training courses to Defence Personnel for the use and deployed support of equipment. The Contractor provides joining instructions and course materials for students but does not panel or manage the students' education beyond individual courses. The Contractor may also provide the venue and some training equipment, depending on course-specific requirements. The Contractor may be tasked to provide minor updates to Defence-owned Training Materials, or the Contractor may provide their own materials for training that is also provided to other customers. Due to the equipment specific nature of the training, the Contractor does not need to be a registered training organisation recognised under the nationally skills framework.

The Contractor may be required to identify and manage some key persons (eg, the contract manager or someone with unique skills critical to the Services), but is generally only responsible to ensure that competent employees are assigned to each task.

The Contractor's responsibility for Technical Data involves incorporating updates to GFD/GFI and maintaining and updating the Technical Data that it holds.

Support and Test Equipment, Training Equipment, Packaging and Computer Support equipment will mostly be Contractor-provided, owned and supported, but some specialised items may be listed as GFM.

In terms of managing the Services and the contract itself, the Contractor:

- will have a Support Services Management Plan (SSMP) to describe management of the Services and related work, but this may be a minimal document referring to existing organisational plans and quality procedures that can be provided to the Commonwealth Representative, if requested;
- will be required, as a minimum, to submit an annual report of contract activity and a quarterly stocktaking report if they hold Commonwealth assets;
- will be required, as a minimum, to conduct an annual review meeting with the Commonwealth Representative, to discuss all Service delivery and contract management issues;
- may or may not have Subcontractors and, in some cases, require consistent planning and reporting by Material Subcontractors where their work is critical to the Services;
- will require a quality management system, but that system may be reviewed by Defence rather than being formally certified by a third party;
- will be required to maintain a register of Intellectual Property (IP);
- will need to comply with Defence security requirements, when applicable;
- will not be required to manage an AIC program, due to the limited scope and value of the Contract; and
- will need to comply with all laws and government policy, as applicable to the scope of the Contract.

The Contractor will not be provided with Government Furnished Facilities (GFF) but may temporarily come onto Commonwealth Premises in order to deliver, pick-up, remove or install items of equipment. Hence, there should be no additional planning for Work Health and Safety and environmental management activities that would normally be required if they resided in GFF. However, if a Contractor is already located in GFF under another contract, then the SSMP for this Contract would cross-refer to the other. If the Contractor was required to work on-site for this Contract then the template could be expanded with clauses copied from *ASDEFCON (Support)*, and a GFF deed.

There are no Government Furnished Services under *ASDEFCON (Support Short)*; however, this does not preclude the use of the Defence Integrated Distribution System contract to warehouse items and to transport items to and from Defence users.

### 3. ASDEFCON (SUPPORT) COMPARISON

#### 3.1 Comparison

---

Although intended for lower-complexity contracts, Services and management requirements can be quite broad. In developing the *ASDEFCON (Support Short)* SOW, the *ASDEFCON (Support)* SOW clauses, annexes and DSDs were referenced. This approach had a number of purposes, including:

- to retain consistency across the ASDEFCON template suite wherever possible, which promotes a consistent way of doing business for the DMO and industry; and
- if applicable, to enable drafters to expand sections of their *ASDEFCON (Support Short)* contract by copying clauses and discrete components from the *ASDEFCON (Support)* template.

The following table summarises differences between the *ASDEFCON (Support)* and *ASDEFCON (Support Short)* SOW templates, including the basis for particular groups of clauses and the status of these in each template. A status of 'No' means that the function is excluded from the *ASDEFCON (Support Short)* SOW template. 'Core' means that the clauses are required (although they may not be the same clauses in both templates), while 'Optional' clauses may be added or removed to suit individual requirements.

### 3.2 Statement of Work

Contract Area	Activity	Support Status	Support Short Status	Support Short related Comments
General	Rate of effort	Core	Optional	Described as throughput, not outcomes.
	Phase-In and Phase-Out of Contract Services	Optional	No	
	Data Management System	Core	No	
	Data Item Approval and Review – used for plans and reports	Core	Core	Data Item Approval only.
	Data Item Acceptance (eg. technical data updates)	Core	Core	
	Draft Data Items as annexes, until replaced by final versions	Optional	No	
Support Services Management	A plan (SSMP) to define Contractor processes (would refer to QMS if available) and to provide Commonwealth with visibility.	Core	Core	
	Combined Services Summary Report and Contract Status Report	Core, Core	Core	Single report, with parts.
	Contract Performance Review (eg annual CPR)	Core	Core	
	Services Performance Review, these may be individual reviews or combined for two or more SSCCs.	Core, with options	Optional	Always combined. Held with CPR unless more frequent review is necessary.
	Ad hoc meetings	Core	Core	
	Framework to manage requests for S&Q Services	Core	Core	
	Work Breakdown Structure and Contract Master Schedule	Optional	No	
	Subcontractor Management	Optional	Optional	
	Surge – increase rate of effort.	Optional	No	
	Coordination and cooperation, for system-level responsibilities coordinating with others or coordinating with a system-level manager.	Core	Core	For coordination with the other party that has system-level responsibilities.
	Risk Management Plan and Risk Register	Core	No	Low risk – managed within SSMP.
	Issue Management	Core	No	
	Maintenance of Contractual Documents	Core	Core	
	Life Cycle Cost	Optional	No	

Contract Area	Activity	Support Status	Support Short Status	Support Short related Comments
	Contractor Managed Commonwealth Assets (CMCA)	Core	Core	
	Government Furnished Materiel (GFM)	Optional	Optional	
	Australian Industry Capability (AIC) management	Core	No	Contracts must be below thresholds.
	IP management	Core	No	IP schedule only
	Defence Security Compliance	Core	Optional	
	Resident Personnel and MRU	Optional	No	
	Training in Defence Information Management Systems	Optional	Optional	
	Access to Foreign Military Sales (via Defence)	Optional	No	
	Business Resource Planning	Core	No	
Operating Support	Separate management plan, reports and reviews	Core Options	No	
	help desk Services	Optional	Optional	Baseline (only) clauses.
	Other Services – job description based	Optional	No	
Engineering Support	Separate management plan, reports and reviews	Core Options	No	
	Technical Regulation of Engineering Services	Optional	No	
	Engineering Investigations of defects	Optional	Optional	
	Other Engineering investigations (eg, obsolescence)	Optional	Optional	
	Framework to manage major changes / modifications and software changes	Optional	No	
	Minor modifications, not subject to technical regulation	Optional	Optional	Only as Technical Instructions.
	Configuration Management Services	Optional	Core, Option	Compliance with baseline, option to maintain a product baseline.
Maintenance Support	Separate Maintenance Management Plan	Core Option	Optional	Optional MMP for TRF purposes.
	Separate reports and reviews for Maintenance Support	Core Options	No	



<b>Contract Area</b>	<b>Activity</b>	<b>Support Status</b>	<b>Support Short Status</b>	<b>Support Short related Comments</b>
	Technical Regulation of Maintenance Services	Optional	Optional	
	Maintenance of Mission Systems / platforms	Optional	No	No system-level responsibility.
	Maintenance investigations	Optional	Core	Only optional in ASDEFCON (Support) due to option for an ICT-only contract.
	Information and Communications Technology (ICT) systems administration	Optional	No	
	Contractor maintenance management information system	Optional	Optional	
	Defence maintenance management information systems	Optional	Optional	
	Implementing deviations / non-standard repairs	Optional	Optional	
	Modification installations	Optional	Optional	
Supply Support	Separate plan, report and review for Supply Support	Core Options	No	
	Contractor supply management information system	Optional	Optional	
	MILIS use	Optional	Optional	
	Procurement of non-RIs to provide to Defence users	Optional	Optional	
	Procurement of RIs	Optional	No	Possible as an S&Q Service.
	Warehousing Service (ie, on Defence site)	Optional	No	
	Stock Assessment, Codification and Cataloguing	Optional	No	
	Requirements Determination	Optional	Optional	
	Disposal	Optional	Optional	
Training Support	Separate plan, report and review for Training Support	Core Options	No	
	Training delivery to Defence operators and maintainers	Optional	Optional	
	Participant management and course administration	Optional	Optional	Limited to joining instructions.
	Minor updates of Defence owned training materials	Optional	Optional	
	Review and redevelopment of training management packages	Optional	No	
Personnel	Key Persons management	Core	Optional	

Contract Area	Activity	Support Status	Support Short Status	Support Short related Comments
Technical Data	Maintain library for staff and subcontractors	Optional	Optional	
	Act as publications sponsor, maintain engineering drawings, maintain library for Defence staff use, reproduce documents for a given date, quarantine documentation for investigations (ie, current ASDEFCON (Support) optional clauses)	Optional	No	
Facilities	Use / occupy GFF	Optional	No	
Packaging	Provide all except GFM	Optional	Optional	
S&TE	Provide all except GFM	Optional	Optional	
Training Equipment	Provide all except GFM	Optional	Optional	
Computer Support	Contractor to provide IT systems for Services management, except for GFM	Optional	No	Options for generic IT hardware (eg, for use of MILIS).
Verification and Validation	Separate planning and reporting for the Verification and Validation of Services	Core Options	No	
	Performance measurement regime for PBCs	Core	No	Note: separate PBC Module available.
	Independent V&V	Optional	No	
Quality Management	ISO:9000 Quality certification by JAS/ANZ certification organisation	Core	Core Option	Option allows for certification by Defence Quality Assurance.
	Have a quality management system that defines processes for this contract, and is auditable by Defence	Core	Optional	
	Managing non-conforming supplies	Core	Core	
Health, Safety & Environment	Separate Work Health and Safety (WHS) management and environmental management plans	Optional	No	Contained in SSMP.
	Management of Problematic Substances and Problematic Sources	Core	Core	
	Environmental Management	Optional	Optional	Does not include requirements related to Commonwealth Premises.
	WHS management and incident reporting	Core	Core	
	WHS coordination on Commonwealth Premises	Optional	No	

Contract Area	Activity	Support Status	Support Short Status	Support Short related Comments
	Manifest quantities of Hazardous Chemicals and major hazard facilities	Optional	No	
	In-service System Safety Program Plan and Safety Case	Optional	No	Option to coordinate information with the party having system-level responsibilities.

### SOW Annexes

Annex	ASDEFCON (Support)	ASDEFCON (Support Short)
A	Products Being Supported	Products Being Supported – with no “mission systems”
B	Contract Service Requirements List	Mandated Defence Information Systems
C	Contract Data Requirements List (CDRL)	Contract Data Items – as index page for DIDs, no CDRL-like functionality
D	Reference Manuals	Training course details
E	Approved Problematic Substances and Problematic Sources	Approved Problematic Substances and Problematic Sources

### 3.3 Conditions of Contract

The table below compares groups of COC clauses in *ASDEFCON (Support)* and *ASDEFCON (Support Short)* templates. The table does not summarise every group of clauses, but identifies those where the similarity or difference in status is notable.

Contract Area	Requirement	Support Status	Support Short Status	Support Short related Comments
Contract Framework	Operative Date	Core	No	
	Commonwealth Options to Extend	Optional	Optional	
	Award Terms / Renewal Terms	Optional	No	
	Phase In	Optional	No	
Roles and Responsibilities	Identification of representatives and requirements for notices	Core	Core	
Provision of Services	Export Approvals	Optional	Core	Authorisations (including Export Approvals) applicable to Services are required.

Contract Area	Requirement	Support Status	Support Short Status	Support Short related Comments
	Imports and Customs Entry	Optional	Optional	
	CMCA	Core	Core	
	GFM	Optional	Optional	
	GFF / GFS	Optional	No	
	Members Required in Uniform	Optional	No	
	Key Persons	Core	Optional	
	Ad Hoc Services:			
	Task-Priced Services	Optional	Core	Allows for standing-offer-like services.
	Survey and Quote Services	Optional	Core	
	Pre-Authorised ad hoc services	Optional	No	
AIC	Based on priority industry capabilities and thresholds	Optional	No	Excluded on the basis of lower value contracts.
IP	Ownership, licences, warranty, Technical Data	Core	Core	
Efficiencies	Continuous improvement and efficiencies program	Core	No	
Performance, Acceptance and Ownership	Non-Performance (in lieu of postponement)	Core	Core	Managed through Performance Relief.
	Acceptance and Ownership (required for Products delivered from Services, eg, repaired RIs)	Core	Core	
	Schedule Obligations	Core	Core	
	Substituted Performance	Core	Core	Managed through Default Notices.
	Remediation Plans	Core	Optional	Located in SOW clause 3.14.
	Liquidated Damages	Optional	No	
Price and Payment	Price and Price Basis, Claims for Payment	Core	Core	
	Adjustments (eg, for indices and foreign currency)	Core	Optional	Managed through Escalation Notices included within Attachment B only.

<b>Contract Area</b>	<b>Requirement</b>	<b>Support Status</b>	<b>Support Short Status</b>	<b>Support Short related Comments</b>
	Mobilisation Payments	Optional	Optional	
	Performance Securities, Security, Deed of Substitution and Indemnity	RFT Core	Optional	
	Performance Payments	Core	No	
	Stop Payments	Core	Core	
	Taxes and Duties, GST Agent	Core, RFT Core	Core, Optional	
Insurance and Liability	Insurance, Contractor's Employees, Property Damage and Public Risk, Commonwealth Property, IP indemnity	Core	Core	
	Limitation of Liability	Core	Optional	
Warranties	Warranty	Core	Core	
	Defects, Latent Defects	Optional	Optional	Notification and Defect Rectification
Policy and Law	Generic obligation to comply with applicable laws	Core	Core	
Disputes	Disputes	Core	Core	
Termination	Termination and reduction	Core	Core	
Off Ramp	Phase-out, transition to new contractor or withdrawal from service	Core, with options	No	