

ATTACHMENT A

STATEMENT OF WORK (CORE)

***Note to tenderers: Attachment A will consist of an amalgamation of the draft SOW at Part 3 of the RFT and the successful tenderer's response.***

## ATTACHMENT B

## PRICE AND PAYMENTS (CORE)

**Note to tenderers: Attachment B will consist of an amalgamation of information in TDR D, this draft Attachment, the successful tenderer's response, including the details tendered within the 'Acquisition Pricing Workbook' (ACQPW), and any negotiated changes. Further guidance on completing the ACQPW can be found in the ACQPW guide and the ACE Guide for ASDEFCON.**

## 1. PRICING STRUCTURE

1.1 Attachment B has the following structure:

Clause	page
2 Price Schedule (CORE).....	2
3 Schedule of Payments (CORE).....	2
4 Adjustments (CORE).....	3
5 Schedule of Specific Prices and Not-To-Exceed Prices (CORE).....	5
6 Schedule of Rates (CORE).....	5
7 Australian Contract Expenditure (CORE).....	6
8 Schedule of Further Quantities and Optional Extras (OPTIONAL).....	7
9 Cost Reimbursement (OPTIONAL).....	8
10 Incentive Payments (OPTIONAL).....	9

**Note to drafters: Some Annexes will include a file with the appropriate pricing table, such as a PDF copy of a worksheet from the ACQPW. Update the following table for the Annexes to be included in the Contract. File names may be added prior to ED, when known. Example file names are based on the worksheet tabs within the ACQPW.**

Annex	Title	File Names
A	Price Schedule (Core)	<i>Price Schedule</i>
B	Schedule of Payments (Core)	<i>Milestone Payment Schedule</i>
C	Adjustments (Core)	<i>Adjustments</i>
D	Schedule of Specific Prices and Not-To-Exceed Prices (Core)	<i>Specific Prices and Not-To-Exceed Prices</i>
E	Schedule of Rates (Core)	<i>Schedule 1: Labour Rates; and Schedule 2: Schedule of Margins</i>
F	Schedule of Further Quantities and Optional Extras (Optional)	<i>Further Quantities</i>
G	Cost Reimbursement (Optional)	<i>Cost Reimbursement; and Schedule of Margins (Schedule 2 to Annex E)</i>
H	Incentive Payments (Optional)	N/A

1.1.1 For clarity, Attachment B includes the Annexes listed in clause 1.1, including electronic files (eg, PDF files of tables / spreadsheets) that are controlled documents and managed as part of the Contract.

1.1.2 The obligations of the Commonwealth under this Attachment B are subject to the:

- a. Contractor making a claim for payment in accordance with clause 7.2 of the COC; and

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- b. other provisions of the Contract.
- 1.1.3 Except where expressly indicated to the contrary, the amounts set out in this Attachment B are inclusive of all costs and other payments associated with providing the Supplies (including achieving the Milestones) and carrying out all matters and doing all things necessary for the due and proper performance and completion of the Contract. This includes all licence fees, royalty payments, overseas taxes, duties and charges, Australian (Federal, State and Local Government) taxes including GST, customs and other duties and charges and arranging customs clearance and services of representatives.
- 1.1.4 In the event of any inconsistency, the dates specified in the Delivery Schedule at Attachment C shall have precedence over any dates specified in this Attachment B.

**Note to drafters: The ACQPW provided as part of TDR D is designed to collect information suitable for the financial assessment of tendered responses, and population of the Annexes to this Attachment for the successful tender. If the project chooses to rename the ACQPW, for example to reflect the name of the project, drafters will need to amend references in the following clauses, and notes to tenderers, accordingly. Guidance should be included in this draft Attachment or TDR D, as appropriate, to assist tenderers when responding.**

**2 PRICE SCHEDULE (CORE)****2.1 Price Schedule**

- 2.1.1 The Price Schedule details an indentured Contract Work Breakdown Structure (CWBS) of prices for the Contract.

**Note to drafters: Prior to RFT release, drafters need to provide high-level CWBS details to enable tenderers to complete the 'Price Schedule' in the ACQPW. Refer to TDR D-2 for further details.**

**Note to tenderers: Annex A will consist of an amalgamation of the ACQPW 'Pricing Schedule' worksheet for the successful tenderer's response to TDR D-2, and any negotiated changes.**

- 2.1.2 The Price Schedule is detailed in the file: (...INSERT the file name for the "Price Schedule" tab from the workbook...), and forms Annex A to this Attachment.

**3 SCHEDULE OF PAYMENTS (CORE)****3.1 Introduction**

- 3.1.1 The Schedule of Payments describes the amounts payable by the Commonwealth to the Contractor for the achievement of Milestones (INSERT THE FOLLOWING WHERE A MOBILISATION PAYMENT HAS BEEN AGREED, "and as a Mobilisation Payment") in accordance with the Contract.

**3.2 Mobilisation Payment (RFT CORE)**

**Note to drafters: Drafters should insert a maximum percentage of the Contract Price against the Mobilisation Payment in TDR D-3.**

- 3.2.1 The amount of the Mobilisation Payment is (INSERT AMOUNT).
- 3.2.2 The Commonwealth shall pay to the Contractor the Mobilisation Payment upon (INSERT CRITERIA FOR MOBILISATION PAYMENT).

**3.3 Milestone Payment Schedule**

- 3.3.1 The Milestone Payment Schedule sets out the Milestones and the Milestone Payments for the Contract.

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**Note to drafters: Prior to RFT release drafters need to populate the 'Milestone Payment Schedule' worksheet of the ACQPW. Refer to TDR D-3 and the ACQPW Guide for details.**

**Note to tenderers: Annex B will consist of an amalgamation of the ACQPW 'Milestone Payment Schedule' worksheet for the successful tenderer's response to TDR D-3, and any negotiated changes.**

- 3.3.2 The Milestone Payment Schedule is detailed in the file: (...INSERT the file name for the "Milestone Payment Schedule" tab from the workbook...), and forms Annex B to this Attachment.
- 3.3.3 The Commonwealth shall, for achievement of a Milestone, pay to the Contractor the relevant Milestone Payment as specified in the 'Milestone Payment Schedule'.
- 3.3.4 The Contractor is taken to have achieved a Milestone only if all of the Milestone criteria set out in Attachment C have been satisfied.

#### 4 ADJUSTMENTS (CORE)

**Note to tenderers: Clause 4, including Annex C, will consist of an amalgamation of the successful tenderer's response to TDR D-4, including the ACQPW 'Adjustments' worksheet, and any negotiated changes. Agreements reached as a result of workplace enterprise bargaining are not considered to be awards for the purposes of the formula set out below.**

##### 4.1 General

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- 4.1.1 In this clause 4, the following interpretations apply:
- a. for the purposes of calculating adjustments, the Milestone Date is the date specified in Attachment C for the achievement of the relevant Milestone or such earlier date upon which the Milestone is achieved;
  - b. references to a quarter are to a calendar quarter (January-March, April-June, July-September, and October-December);
  - c. a reference to the quarter preceding the quarter containing a Milestone Date (or other event for which payment is applicable):
    - (i) is premised on the understanding that Contract costs are largely incurred in the prior quarter;
    - (ii) avoids the delay (eg, of several months) for indices to be published, and the subsequent calculation and payment of the price adjustment; and
    - (iii) ensures that the Commonwealth does not pay an adjustment for a quarter in which limited or no work has been undertaken;
  - d. if the due date of the previous Milestone and the due date of the current Milestone fall within the same quarter, then the index value for the preceding quarter shall be used;
  - e. subject to paragraph g and h, references to an index value for a quarter are to the index number(s) published at any time in respect of that quarter;
  - f. if a source of an index series publishes provisional and final index values, index values designated as provisional shall not be used;
  - g. subject to paragraph f, if a quarterly index is published more once, for the purposes of the formulae, the index value for that quarter shall be taken to be the first index value officially published in the quarter following that quarter; and
  - h. if an index is discontinued, rebased or modified and the entity publishing that index provides official guidance on the replacement, bridging or re-baselining methodology to be applied, that guidance should be used as one of the inputs for determining any required update to the index, as set out in this clause 4.

##### 4.2 Adjustment Process

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- 4.2.1 For each currency identified in this Attachment B, the following price adjustment formula shall be applied in accordance with clause 7.3 of the conditions of contract:

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$$PA = P * \left( X + \sum_{i=1}^q \left( Y_i * \frac{L_n}{L_0} \right) + \sum_{k=1}^r \left( Z_k * \frac{M_n}{M_0} \right) \right) - P$$

where, for a particular source currency:

Ref	Description
PA	the price adjustment, for a price in the Price and Payments schedule.
P	the price in the Price and Payments schedule, as applicable at Base Date.
X	if applicable, a fixed or non-variable component of the price (expressed as a decimal).
Y <sub>i</sub>	the component of the price (expressed as a decimal) that is attributed to a labour index series (L <sub>i</sub> ). A labour index series tracks price variations for a labour category in a particular currency.
L <sub>n</sub>	<p><b>Note to drafters: If Cost Reimbursement is not used, remove the subparagraph b below and/or if a Mobilisation Payment will not be considered for the Contract, remove subparagraph c below. In either case, amend the description as appropriate.</b></p> <p>the labour index value (number) for a labour index series (L<sub>i</sub>), which (as required by clause 4.1.1b above) is published for the quarter preceding the quarter in which:</p> <ol style="list-style-type: none"> <li>if related to a Milestone Payment, the Milestone was scheduled to occur;</li> <li><b>(OPTIONAL)</b> if related to a Cost Reimbursement Payment, the due date by which the Cost Reimbursement Supplies were scheduled to be provided; or</li> <li><b>(OPTIONAL)</b> if related to the Mobilisation Payment, the date on which the Mobilisation Payment is made by the Commonwealth.</li> </ol>
L <sub>0</sub>	the labour index value (number) for a labour index series (L <sub>i</sub> ), as published for the quarter preceding the quarter containing the Base Date.
Z <sub>k</sub>	the component of the price (expressed as a decimal) that is attributed to a materials index series (M <sub>k</sub> ). A materials index series tracks price variations for a category of materials in a particular currency.
M <sub>n</sub>	<p><b>Note to drafters: If Cost Reimbursement is not used, remove the subparagraph b below and/or if a Mobilisation Payment will not be considered for the Contract, remove subparagraph c below. In either case amend the description as appropriate.</b></p> <p>the materials index value (number) for a materials index series (M<sub>k</sub>), which (as required by clause 4.1.1b above) is published for the quarter preceding the quarter in which:</p> <ol style="list-style-type: none"> <li>if related to a Milestone Payment, the Milestone was scheduled to occur;</li> <li><b>(OPTIONAL)</b> if related to a Cost Reimbursement Payment, the due date by which the Cost Reimbursement Supplies were scheduled to be provided; or</li> <li><b>(OPTIONAL)</b> if related to the Mobilisation Payment, the date on which the Mobilisation Payment is made by the Commonwealth.</li> </ol>
M <sub>0</sub>	the materials index value (number) for a materials index series (M <sub>k</sub> ), as published for the quarter preceding the quarter containing the Base Date.
i	is a number that identifies the labour component (Y <sub>i</sub> ) and the associated labour index series (L <sub>i</sub> ) in Annex C (eg, if i=1, Y <sub>i</sub> =Y <sub>1</sub> and L <sub>i</sub> =L <sub>1</sub> ).
q	is the number of labour indices in a price adjustment formula (eg, if q=3, there are three labour index series (L <sub>i</sub> ) with three related component weightings (Y <sub>n</sub> ) identified in Annex C).
k	is a number that identifies the materials component (Z <sub>k</sub> ) and the associated materials index series (M <sub>k</sub> ) in Annex C (eg, if k=2, Z <sub>k</sub> =Z <sub>2</sub> and M <sub>k</sub> =M <sub>2</sub> ).
r	is the number of materials indices in a price adjustment formula (eg, if q=2, there are two materials index series (M <sub>k</sub> ) with two related component weightings (Z <sub>k</sub> ) identified in Annex C).

and where, for each price adjustment, the sum of all components (weightings) attributed to a fixed amount, labour and materials, equals one, ie:

$$X + \sum_{i=1}^n Y_i + \sum_{k=1}^q Z_k = 1$$

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**4.3 Indices**

- 4.3.1 The Australian and international indices for the labour and materials components of the prices for the Contract are detailed in the file: (...**INSERT the file name for the “Adjustments” tab from the workbook...**), and forms Annex C to this Attachment.

**Note to tenderers:**

**Note 1:** *For labour costs incurred in Australia, the only input based (cost of labour) index acceptable to the Commonwealth is ABS catalogue ‘Wage Price Index’ – Table 9B.*

**Note 2:** *For labour costs incurred overseas, the labour index must be an appropriate index published by an agency of the relevant Government.*

**Note 3:** *For the Australian materials component, ABS catalogue ‘Producer Price Indexes, Australia’ – Table 12 should be utilised.*

**Note 4:** *For the imported materials component, the index must be appropriate and published by an agency of the relevant Government.*

**5 SCHEDULE OF SPECIFIC PRICES AND NOT-TO-EXCEED PRICES (CORE)**

**Note to drafters:** *Prior to RFT release drafters need to populate the ‘Specific Prices’ worksheet of the ACQPW. Refer to TDR D-5 for details.*

**Note to tenderers:** *Annex D will consist of an amalgamation of the ACQPW ‘Specific Prices’ worksheet for the successful tenderer’s response to TDR D-5, and any negotiated changes. Only those tendered specific prices that are relevant to any negotiated resultant Contract will transfer into the ‘contract version’ of the ACQPW and Annex D for that resultant Contract.*

- 5.1.1 The Schedule of Specific Prices and Not-To-Exceed Prices is detailed in the file: (...**INSERT the file name for the ‘Specific Prices’ tab from the workbook...**), and forms Annex D to this Attachment.

**Note:** *When the required range and quantities of Spares, S&TE, Training Equipment and Special-to-Type Packaging have been determined and agreed, the Approved recommended provisioning lists for these Support Resources will be added to Annex A to Attachment B to the COC, and the Contract Price and relevant Milestone Payments (including ACE percentages) will be adjusted accordingly, through a CCP. The prices for all Spares, Training Equipment, S&TE and Special-to-Type Packaging to be purchased by the Commonwealth is not expected to exceed the tendered NTE price for the respective category. Prices for other Support Resources, not subject to NTE prices, are included within the Contract Price.*

**6 SCHEDULE OF RATES (CORE)**

**Note to tenderers:** *Annex E will consist of an amalgamation of the ACQPW ‘Schedule of Rates’ and ‘Labour Pricing’ worksheets for the successful tenderer’s response to TDR D-6, and any negotiated changes.*

**6.1 Labour Rates and Margins**

- 6.1.1 The Schedule of Labour Rates for the Contract is detailed in the file: (...**INSERT the file name for the ‘Labour Rates’ tab from the workbook...**), and forms Schedule 1 to Annex E to this Attachment.
- 6.1.2 The Schedule of Margins for the Contract is detailed in the file: (...**INSERT the file name for the ‘Schedule of Margins’ tab from the workbook...**), and forms Schedule 2 to Annex E to this Attachment.
- 6.1.3 The labour rates and margins that shall be applied by the Contractor (and Approved Subcontractors) in all CCPs under the Contract are detailed in the Schedule of Labour Rates and the Schedule of Margins.
- 6.1.4 Subject to clause 11.1.6 of the COC, the labour rates and margins that shall be applied by the Contractor (and Approved Subcontractors) for the cost of preparation of all CCPs under the Contract are detailed in the Schedule of Labour Rates and the Schedule of Margins.

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## 7 AUSTRALIAN CONTRACT EXPENDITURE (CORE)

## 7.1 Australian Contract Expenditure Amounts

**Note to tenderers:** Tenderers are not required to submit a response for Table B-1 (below). However, the preferred tenderer will be required to determine the planned ACE and planned ICE (as cumulative values from ED), and a calculated ACE Percentage, for each ACE Measurement Point, to be included in any resultant Contract.

The calculated ACE percentages will usually represent the maximum value for the Prescribed ACE Percentages, to be included in Attachment F of any resultant Contract. After ED, the planned ACE and planned ICE should provide a basis for quantifying appropriate changes to Prescribed ACE Percentages that result from CCPs.

The planned ACE and planned ICE will be expected to include (but not be limited to) the payments up until the applicable Milestone in the ACQPW (submitted as part of the preferred tenderer's response to TDR D).

7.1.1 Table B-1 identifies, for each ACE Measurement Point (column a), the planned Australian Contract Expenditure (ACE) (column b) and the planned Imported Contract Expenditure (ICE) (column c), on a cumulative basis (ie, from ED to each ACE Measurement Point) consistent with Annex A (Price Schedule) and Annex B (Milestone Payment Schedule) to this Attachment B.

7.1.2 Table B-1 also identifies a calculated ACE percentage (column d), for each ACE Measurement Point, determined in accordance with the following formula:

$$\text{calculated ACE\%} = \frac{\text{planned ACE}}{\text{planned ACE} + \text{planned ICE}} * 100$$

7.1.3 Prescribed ACE Percentages, included at Attachment F as AIC Obligations, shall be based on the corresponding calculated ACE percentages in Table B-1.

**Note:** The Prescribed ACE Percentage may be different to the calculated ACE percentage.

7.1.4 For each CCP prepared in accordance with clause 11.1 of the COC that affects the planned ACE and/or planned ICE values in Table B-1, the Contractor shall prepare, as part of the CCP, changes to Table B-1 and, when applicable, changes to the Prescribed ACE Percentages under clause 4 of Attachment F.

**Note to drafters:** Enter the ACE Measurement Points into Table B-1. These should match the ACE Measurement Points worksheet in draft Attachment F.

Table B-1: ACE Measurement Points and calculated ACE percentages

ACE Measurement Point (in accordance with Attachment F) (a)	Planned ACE (\$) (b)	Planned ICE (\$) (c)	Calculated ACE% (d)
			( )%
			( )%
			( )%
			( )%

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7.2 Alternate and Additional Deeming Rates (RFT Core)

**Note to drafters: Table B-2 may be pre-populated by the drafter with alternative and/or additional deeming rates, prior to tendering, when the Commonwealth considers that deeming rates other than those listed in the ACE Measurement Rules should be applied to the proposed Contract.**

**Note to tenderers: The Commonwealth will consider deeming rates other than those listed in the ACE Measurement Rules for the proposed Contract. Table B-2 will consist of the successful tenderer's response to TDR D-11, and any negotiated changes.**

7.2.1 Table B-2 below specifies alternate or additional Subcontract categories, thresholds and deemed ACE and ICE percentages for the purposes of the application of this paragraph 3 of the ACE Measurement Rules.

**Table B-2: Approved Alternate and Additional Deeming Rates**

Nature of cost category / Subcontractor work	Applicable Threshold (GST exclusive)	Deemed Australian Contract Expenditure and Imported Contract Expenditure	
		Australian Contract Expenditure	Imported Contract Expenditure
(...INSERT description...)	(...INSERT threshold value...)	(...INSERT %...)	(...INSERT %...)
(...INSERT description...)	(...INSERT threshold value...)	(...INSERT %...)	(...INSERT %...)

7.2.2 The parties acknowledge and agree that, in accordance with paragraph 4 of the ACE Measurement Rules, alternate deeming rates for indirect costs (including overhead and general and administrative costs) for the Contractor and specified Subcontractors shall be applied as follows:

**Table B-3: Approved Alternate Deeming Rates for Indirect Costs**

Entity Name	Deemed ACE percentage	Deemed ICE% percentage
(... INSERT CONTRACTOR NAME ...)	(...INSERT %...)	(...INSERT %...)
(... INSERT SUBCONTRACTOR NAME ...)	(...INSERT %...)	(...INSERT %...)

7.2.3 Upon notification by Defence's Commercial and Financial Analysis (CFA) Directorate, that CFA has confirmed different alternate or additional deeming rates for the Contractor or a Subcontractor, the Contractor shall, within 20 Working Days, submit a CCP in accordance with clause 11.1 of the COC, to update Table B-2 or B-3 (as appropriate) to incorporate the new alternate or additional deeming rates.

8 SCHEDULE OF FURTHER QUANTITIES AND OPTIONAL EXTRAS (OPTIONAL)

**Note to drafters: Prior to release of the RFT, drafters are to identify the potential further quantities and optional extras that may be included in any resultant Contract (noting that other options may be proposed by tenders). Drafters should refer to the 'Further Quantities' worksheet of the ACQPW and, where known insert:**

- a. a brief description of the additional quantities of Supplies and/or optional extras that the Commonwealth may require;
- b. the quantity required; and
- c. the proposed delivery points (to be included in the comments column).

**Drafters should define an appropriate scope for the addition or option; for example, by requesting an additional 'Mission System' and a 'Support Resource package per additional Mission System'.**

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**Note to tenderers: Annex F will consist of an amalgamation of the ACQPW 'Further Quantities' worksheet for the successful tenderer's response to TDR D-12, and any negotiated adjustments.**

**8.1 Further Quantities and Optional Extras**

- 8.1.1 The Schedule of Further Quantities and Optional Extras for the Contract is detailed in the file: (...INSERT the file name for the 'Further Quantities' tab from the workbook...), and forms Annex F to this Attachment.

**9 COST REIMBURSEMENT (OPTIONAL)**

**Note to Drafters: Cost Reimbursement Payments for Cost Reimbursement Supplies may be included when the Commonwealth wishes to allow part of the Contract to be paid on a reimbursement basis rather than firm-priced basis. For example, for a high-risk development activity that is difficult to scope and price. Even though the scope of such an activity cannot be accurately defined, its boundaries need to be defined to avoid overlap with firm-priced elements of the draft Contract. Accordingly, this may be scoped as a development task in an Annex to the SOW, or otherwise defined, and drafters should amend the note to tenderers appropriately.**

**Note to tenderers: Annex G will consist of an amalgamation of the ACQPW 'Cost Reimbursement' worksheet for the successful tenderer's response to TDR D-13, and any negotiated changes.**

**9.1 Introduction**

- 9.1.1 This clause 9 describes the amounts payable by the Commonwealth to the Contractor for Cost Reimbursement Payments in accordance with the Contract.

**Note to drafter: If the proposed Contract will include two or more discrete activities as Cost Reimbursement Supplies, then the following clause should be amended to identify each activity and a separate maximum amount payable for each activity.**

- 9.1.2 The maximum amount payable by the Commonwealth as Cost Reimbursement Payments in accordance with clause 7.8 of the COC (inclusive of margins and mark-ups, as applicable) shall not exceed [...INSERT AMOUNT IN DOLLARS...] (Base Date).

**9.2 Labour Costs**

- 9.2.1 The Schedule of Labour Rates to be applied by the Contractor and Approved Subcontractors, for Cost Reimbursement Payments under the Contract, is detailed in the file: (...INSERT the file name for the 'Cost Reimbursement' tab from the workbook...), which forms Annex G to this Attachment.

**9.3 Direct Material**

- 9.3.1 Direct materials include the raw materials, goods, Consumables, small plant, tools, other items, and associated costs as defined in the CASG Cost Principles, which are purchased for the provision of the Cost Reimbursement Supplies.
- 9.3.2 The direct material costs to be reimbursed in accordance with clause 7.8 of the COC shall be based on the following principles:
- the material is required for the Cost Reimbursement Supplies;
  - the costs claimed are supported by a properly initiated and approved requisition in accordance with the Contractor's purchasing system; and
  - the materials have been purchased by the Contractor at a reasonable market price.
- 9.3.3 The mark-ups to be applied to direct materials, to be paid as Cost Reimbursement Payments under the Contract, are detailed in the file: (...INSERT the file name for the 'Cost Reimbursement' tab from the workbook...), which forms Annex G to this Attachment.
- 9.3.4 The Contractor shall ensure that all discounts and rebates obtained in relation to Cost Reimbursement Supplies shall be applied to the direct material costs including annual or company discounts from suppliers, bulk discounts, and company/inter-company discounts and rebates.

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**9.4 Subcontract Services**

- 9.4.1 Costs for Subcontract services, eligible to be reimbursed in accordance with clause 7.8 of the COC, shall be directly traceable to the provision of the Cost Reimbursement Supplies.
- 9.4.2 Subcontract services to be reimbursed in accordance with clause 7.8 of the COC shall include:
- a. contract services, equipment hire and utilities provided by outside sources;
  - b. professional consultant services or contract services of technical personnel directly engaged by the Contractor who are not officers or employees of the Contractor; and
  - c. any other Subcontract services applicable to the Cost Reimbursement Supplies that are defined as 'sub-contract costs' in the CASG Cost Principles.
- 9.4.3 The mark-ups to be applied to Subcontract services, to be paid as Cost Reimbursement Payments under the Contract, are detailed in the file: (...**INSERT the file name for the 'Cost Reimbursement' tab from the workbook...**), which forms Annex G to this Attachment.

**9.5 Direct Expenses**

- 9.5.1 Direct expenses are costs incurred other than direct labour, direct material or Subcontract services that:
- a. are directly traceable to the provision of the Cost Reimbursement Supplies; and
  - b. can be charged directly for the Cost Reimbursement Supplies in accordance with appropriate accounting principles, appropriate for those Supplies.
- 9.5.2 Direct expenses to be reimbursed in accordance with clause 7.8 of the COC shall include:
- a. transportation, where the Contractor has ensured that transportation requirements for the Cost Reimbursement Supplies are optimised to minimise overall costs and achieve the required schedule;
  - b. the use and service of facilities, off-site plant and equipment, other than GFM, at rates agreed by the parties; and
  - c. site accommodation and miscellaneous facilities including establishment, maintenance and operations of any site accommodation, warehouse and other facilities, other than GFM; and
  - d. any other expenses applicable to the Cost Reimbursement Supplies that are defined as a 'direct expense' in the CASG Cost Principles.
- 9.5.3 The margins to be applied to direct expenses shall be as specified in the Schedule of Margins at Schedule 2 to Annex E to this Attachment (refer to clause 6 above), or as otherwise agreed by the Commonwealth in writing.

**9.6 Other**

**Note to tenderers: This may include costs that have been incurred both in relation to Cost Reimbursement Supplies and the performance of other work, whether under the Contract or not, to be allocated on a pro-rata basis.**

- 9.6.1 Any other cost that the Commonwealth Representative agrees, in writing, is a reimbursement cost.

**10 INCENTIVE PAYMENTS (OPTIONAL)**

**Note to drafters: The Commonwealth's preferred assessment periods, key performance indicators and weightings (if any) need to be included below, before release of the RFT.**

**Note to tenderers: This clause will consist of an amalgamation of the incentive payment aspects in TDR D-14, the successful tenderer's response and any negotiated changes.**

## ATTACHMENT C

## DELIVERY SCHEDULE (CORE)

**Note to tenderers: Attachment C will consist of an amalgamation of TDR D-3, this draft attachment, the successful tenderer's response and any negotiated adjustments.**

**1. MILESTONE SCHEDULE AND DELIVERY SCHEDULE (SUPPLIES)**

- 1.1 The Contractor shall comply with the dates and locations identified in the Delivery Schedule - Table C-1 (Milestone Schedule) and Table C-2 (Delivery Schedule (Supplies)).
- 1.2 Table C-1 and Table C-2 also:
  - a. identify those Milestones that are Stop Payment Milestones;
  - b. set out those Supplies in relation to which ownership will pass to the Commonwealth in accordance with clause 6.11.1b(i) of the COC (where applicable); and
  - c. identify those Supplies which will or will not be subject to Acceptance for the purposes of clause 6.8 of the COC, including (where applicable) any applicable Supplies that form part of a Milestone in Table C-1.
- 1.3 The Milestone Criteria (entry and exit) applying to Table C-1 are defined in clause 2 and Table C-3. In the event of an inconsistency, the delivery dates specified in this schedule have precedence over dates specified elsewhere in the Contract.

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**Note to drafters: Ensure that prior to issuing the Request for Tender (RFT):**

- a. **the list of Milestones and associated entry or exit criteria in the following table are updated to align with the specific requirements of the Contract, particularly the SOW; and**
- b. **the Milestones that the Commonwealth wishes to have treated as Stop Payment Milestones are identified in the table.**

**The identification of Stop Payment Milestones should be undertaken in conjunction with the identification of Milestones against which Liquidated Damages would apply in Attachment D. Commercial advice should be sought to ensure that a commercially sound payment and remedies regime is identified.**

**Also, drafters are to ensure that prior to the Effective Date:**

- a. **delivery details for all of the Supplies (particularly Support System elements such as progressive and discrete quantities of Spares, S&TE, computers, Facilities, and other resources and Supplies associated with Australian Industry Activities) are clearly specified so as to effectively accommodate Acceptance activities. Some Supplies will readily be cross-referenced and managed in accordance with Milestones under Table C-1 (including any applicable Supplies that form all or part of a Milestone) whereas other Supplies may not, and need to have delivery details clearly specified in accordance with Table C-2; and**
- b. **for each Milestone in Table C-1, corresponding entry and exit criteria are included in Table C-3.**

**Table C-1: Milestone Schedule**

ID	Milestone	Milestone Date (in months)	Stop Payment (Y or N)	Description of Applicable Supplies	Delivery Location	Acceptance Required (Y or N)	Will Ownership Transfer to the Commonwealth (Y or N)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	ED	0 – complete		Not applicable	Not applicable	N	N
	IBR			Not applicable	in accordance with the SOW	N	N
	SRR						
	SDR						
	PDR						
	DDR						
	SSDDR						
	TARR						
	LLTIR						

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ID	Milestone	Milestone Date (in months)	Stop Payment (Y or N)	Description of Applicable Supplies	Delivery Location	Acceptance Required (Y or N)	Will Ownership Transfer to the Commonwealth (Y or N)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	S&TEPPR						
	TEPPR						
	SPPR						
	TRR #1						
	TRR #2						
	TRR #n						
	Subsystem FAT #1						
	Subsystem FAT #2						
	Subsystem FAT #n						
	TXRR						
	System FAT						
	TNGRR						
	FACRR						
	SAT #1						
	SAT #2						
	SAT #n						
	Acceptance #1						
	Acceptance #2						
	Acceptance #n						
	Engineering Support Effectiveness Demonstration						
	Maintenance Support Effectiveness Demonstration						

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ID	Milestone	Milestone Date (in months)	Stop Payment (Y or N)	Description of Applicable Supplies	Delivery Location	Acceptance Required (Y or N)	Will Ownership Transfer to the Commonwealth (Y or N)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	Supply Support Effectiveness Demonstration						
	Training Support Effectiveness Demonstration						
	Mission System #1 FCA						
	Mission System #1 PCA						
	Mission System #1 Acceptance			[...INSERT EG, "Mission System #1 and associated Support Resources" ...]		Y	Y
	Mission System #n Acceptance			[...INSERT EG, "Mission System #n and associated Support Resources" ...]		Y	Y
	Support System Endurance Demonstration						
	DRAIC #1 Acceptance [INSERT NAME OF DRAIC]			<b>Note to drafters: There may be DRAICs for which the full Capability cannot be Accepted under the Contract because, for example, the DRAIC is a sustainment capability and may not come into full operation without an accompanying Contract (Support). Where this is the case, consider identifying here the DRAIC Elements being provided under the Contract and making them subject to Acceptance. Alternatively, use Table C-2 to set out these component DRAIC Elements.</b>		Y	N

ATTACHMENT C

ID	Milestone	Milestone Date (in months)	Stop Payment (Y or N)	Description of Applicable Supplies	Delivery Location	Acceptance Required (Y or N)	Will Ownership Transfer to the Commonwealth (Y or N)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	DRAIC #2 Acceptance [INSERT NAME OF DRAIC]						
	[...]						
	FA						

**Notes on Table C-1:**

- a. **ID:** A unique line item number.
- b. **Milestone:** Milestone name or abbreviation. If linked to a Contract (Support) event, include the Concurrent Contract Milestone number (eg, CCM #1).
- c. **Milestone Date:** The date for achievement of the Milestone, for example, at the conclusion of the final meeting for a Mandated System Review that spans several days. The Milestone Date is scheduled relative to the Effective Date or another major Milestone.
- d. **Stop Payment:** Is this Milestone a Stop Payment Milestone in accordance with clause 7.9 of the COC?
- e. **Description of Applicable Supplies:** Identify or list the Supplies that are to be delivered, or delivered and Accepted, for the applicable Milestone.
- f. **Delivery Location:** Location(s) for the Milestone activity and the delivery of associated Supplies, where applicable.
- g. **Acceptance Required:** Identify whether or not the Applicable Supplies in column e will be subject to Acceptance – yes or no (Y or N).
- h. **Ownership Transfer:** Supplies Accepted at this Milestone will be transferred into Commonwealth ownership in accordance with clause 6.11.1a of the COC – yes or no (Y or N).

ATTACHMENT C

**Note to drafters: Prior to contract signature, drafters are to update Table C-2 including appropriate cross-referencing to applicable Milestones. Only include DRAIC Elements in Table C-2 where the whole DRAIC is not subject to Acceptance and specific DRAIC Elements will be subject to Acceptance (eg, high-cost items of equipment that form part of a DRAIC).**

**Table C-2: Delivery Schedule (Supplies)**

Other Supplies	Delivery Date (in months)	Delivery Location	Acceptance Required (Y or N)	Will Ownership Transfer to the Commonwealth (Y or N)
(a)	(b)	(c)	(d)	(e)
[INSERT DETAILS REGARDING ITEMS OF SUPPLIES]	[INSERT DETAILS REGARDING ITEMS OF SUPPLIES]	[INSERT DETAILS REGARDING ITEMS OF SUPPLIES]		
[INSERT DETAILS REGARDING ITEMS OF SUPPLIES]	[CROSS-REFERENCE TO MILESTONE WHERE RELEVANT]	[CROSS-REFERENCE TO MILESTONE WHERE RELEVANT]		
[INSERT DETAILS REGARDING ITEMS OF SUPPLIES]	[CROSS-REFERENCE TO KEY PROJECT PLAN WHERE RELEVANT]	[CROSS-REFERENCE TO KEY PROJECT PLAN WHERE RELEVANT]		
[INSERT DETAILS REGARDING DRAIC ELEMENTS THAT ARE SUPPLIES]	[CROSS-REFERENCE TO KEY PROJECT PLAN WHERE RELEVANT]	[INSERT DELIVERY LOCATION WHERE RELEVANT]		
[SPARES]	In accordance with Approved RSPL	In accordance with Approved RSPL		
[PACKAGING]	In accordance with Approved PACKPL	In accordance with Approved PACKPL		
[TECHNICAL DATA]	In accordance with Approved SSTDL	In accordance with Approved SSTDL		
[TRAINING EQUIPMENT]	In accordance with Approved TEL	In accordance with Approved TEL		
[TRAINING MATERIALS]	In accordance with Approved TML	In accordance with Approved TML		
[S&TE]	In accordance with Approved S&TEPL	In accordance with Approved S&TEPL		
[FACILITIES]	[CROSS-REFERENCE TO MILESTONE]	[CROSS-REFERENCE TO MILESTONE]		
Data items specified in the SOW	In accordance with the CDRL	In accordance with the CDRL		

## ATTACHMENT C

**Notes on Table C-2:**

- a. **Other Supplies:** *A brief description or title that identifies the other Supplies.*
- b. **Delivery Date:** *Scheduled date(s) for the delivery of the other Supplies, in months after the Effective Date or applicable Milestone. Where applicable, refer to the location in the Contract or the applicable Approved data item where this information can be found.*
- c. **Delivery Location:** *Location(s) for the delivery of the other Supplies. Where applicable, refer to the location in the Contract or the applicable Approved data item where this information can be found.*
- d. **Acceptance Required:** *Identify whether or not the other Supplies are subject to Acceptance – yes or no (Y or N).*
- e. **Ownership Transfer:** *Supplies Accepted will be transferred into Commonwealth ownership in accordance with clause 6.11.1a of the COC – yes or no (Y or N).*

## ATTACHMENT C

## 2. SCHEDULE OF MILESTONE CRITERIA – ENTRY AND EXIT

**Note to drafters: The Schedule of Milestone Criteria – Entry and Exit should be tailored to suit project-specific needs. The schedule is to accurately define the scope of the applicable Milestone, noting that, when a Milestone Payment is attached to a particular Milestone, the exit criteria are used to determine whether or not payment can actually be made. Milestone Payments should not be listed here but be listed in the Schedule of Payments at Annex B to Attachment B. By way of example, entry and exit criteria are provided below and the exit criteria for the ED Milestone might be further tailored to include the following project-specific subordinate criteria:**

- a. lodgement of requisite securities by the Contractor;
- b. Acceptance or Approval (as applicable) of all data items scheduled in the CDRL for delivery and Commonwealth action (ie, Acceptance or Approval) at ED; and
- c. finalisation of Contractor insurance details.

**Note to tenderers: Table C-3 will consist of an amalgamation of the information contained in TDR D-3, this draft annex, the successful tenderer's response, and any negotiated adjustments.**

- 2.1 Table C-3 sets out the Milestone criteria – entry and exit that will be used by the Commonwealth to validate whether:
- a. the Contractor may formally commence, and legitimately make claims in relation to, achievement of work on elements comprising a given Milestone; and
  - b. a given Milestone has been achieved.

Table C-3: Schedule of Milestone Criteria – Entry and Exit

MILESTONE	MILESTONE CRITERIA	
	ENTRY CRITERIA	EXIT CRITERIA
(a)	(b)	(c)
Effective Date (ED)		<ul style="list-style-type: none"> <li>• Contract signature</li> <li>• Delivery to the Commonwealth of securities and deeds, in accordance with clauses 7.4, 7.5 and 7.7 of the COC</li> <li>• CCP approval, Acceptance, or Approval (as applicable) of all data items scheduled for delivery (and Commonwealth action) prior to or at ED (for data items subject to CCP approval, Acceptance or Approval)</li> </ul>

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MILESTONE	MILESTONE CRITERIA	
	ENTRY CRITERIA	EXIT CRITERIA
(a)	(b)	(c)
Integrated Baseline Review (IBR)	<ul style="list-style-type: none"> <li>Entry criteria in MSR-CHECKLIST-IBR met</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-IBR met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at IBR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at IBR (for data items subject to Review)</li> </ul>
Earned Value Management System Review (EVMSR)	<ul style="list-style-type: none"> <li>Exit from IBR</li> <li>Delivery of all data items scheduled for delivery prior to or at EVMSR (for data items subject to Review) including the delivery of at least two EVPRs based on the agreed PMB</li> <li>All Subcontractors required by the Contract to have an EVMS have had their EVMS agreed by the Contractor and have submitted at least two sets of reports with equivalent detail to the Contractor's EVPR to the Contractor</li> </ul>	<ul style="list-style-type: none"> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at EVMSR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at EVMSR (for data items subject to Review)</li> <li>Closure of all major Corrective Action Requests (CARs) raised as a result of the EVMSR</li> <li>All minor CARs have a corrective action plan agreed by the Commonwealth</li> <li>The Contractor's EVMS is compliant with the requirements of AS 4817:2019, CASG Manual (PM) 006 and the requirements of the Contract</li> </ul>
System Requirements Review (SRR)	<ul style="list-style-type: none"> <li>Entry criteria in MSR-CHECKLIST-SRR met</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-SRR met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at SRR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at SRR (for data items subject to Review)</li> </ul>
System Definition Review (SDR)	<ul style="list-style-type: none"> <li>Entry criteria in MSR-CHECKLIST-SDR met</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-SDR met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at SDR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at SDR (for data items subject to Review)</li> </ul>
Preliminary Design Review (PDR)	<ul style="list-style-type: none"> <li>Entry criteria in MSR-CHECKLIST-PDR met</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-PDR met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at PDR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at PDR (for data items subject to Review)</li> </ul>

## ATTACHMENT C

MILESTONE	MILESTONE CRITERIA	
	ENTRY CRITERIA	EXIT CRITERIA
(a)	(b)	(c)
Detailed Design Review (DDR)	<ul style="list-style-type: none"> <li>Entry criteria in MSR-CHECKLIST-DDR met</li> <li>Proposed updates to the Technical Data and Software Rights (TDSR) Schedule received</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-DDR met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at DDR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at DDR (for data items subject to Review)</li> </ul>
Support System Detailed Design Review (SSDDR)	<ul style="list-style-type: none"> <li>Entry Criteria in MSR-CHECKLIST-SSDDR met</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-SSDDR met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at SSDDR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at SSDDR (for data items subject to Review)</li> </ul>
Task Analysis Requirements Review (TARR)	<ul style="list-style-type: none"> <li>Entry Criteria in MSR-CHECKLIST-TARR met</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-TARR met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at TARR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at TARR (for data items subject to Review)</li> </ul>
Long Lead Time Items Review (LLTIR)	<ul style="list-style-type: none"> <li>Entry Criteria in MSR-CHECKLIST-LLTIR met</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-LLTIR met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at LLTIR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at LLTIR (for data items subject to Review)</li> </ul>
S&TE Provisioning Preparedness Review (S&TEPPR)	<ul style="list-style-type: none"> <li>Entry Criteria in MSR-CHECKLIST-S&amp;TEPPR met</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-S&amp;TEPPR met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at S&amp;TEPPR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at S&amp;TEPPR (for data items subject to Review)</li> </ul>
Training Equipment Provisioning Preparedness Review (TEPPR)	<ul style="list-style-type: none"> <li>Entry criteria in MSR-CHECKLIST-TEPPR</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-TEPPR met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at TEPPR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at TEPPR (for data items subject to Review)</li> </ul>

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MILESTONE	MILESTONE CRITERIA	
	ENTRY CRITERIA	EXIT CRITERIA
(a)	(b)	(c)
Spares Provisioning Preparedness Review (SPPR)	<ul style="list-style-type: none"> <li>Entry Criteria in MSR-CHECKLIST-SPPR met</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-SPPR met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at SPPR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at SPPR (for data items subject to Review)</li> </ul>
	<ul style="list-style-type: none"> <li></li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>
Test Readiness Review (TRR) # 1 - #n	<ul style="list-style-type: none"> <li>Entry Criteria in MSR-CHECKLIST-TRR met</li> </ul>	<ul style="list-style-type: none"> <li>Exit Criteria in MSR-CHECKLIST-TRR met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at TRR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at TRR (for data items subject to Review)</li> </ul>
Subsystem Factory Acceptance Test (FAT) #1 - #n	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-TRR met for the Subsystem FAT</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in the Approved governing plan (eg ATP) and the Contract met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at Subsystem FAT, including any associated objective evidence, reports and minutes for the Subsystem FAT (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at Subsystem FAT, including any associated objective evidence, reports and minutes for the Subsystem FAT (for data items subject to Review)</li> </ul>
Transition Requirements Review (TXRR)	<ul style="list-style-type: none"> <li>Entry Criteria in MSR-CHECKLIST-TXRR met</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-TXRR met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at TXRR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at TXRR (for data items subject to Review)</li> </ul>

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MILESTONE	MILESTONE CRITERIA	
	ENTRY CRITERIA	EXIT CRITERIA
(a)	(b)	(c)
System Factory Acceptance Test (SFAT) #1 - #n	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-TRR met for the SFAT</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in the Approved governing plan (eg ATP) and the Contract met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at SFAT, including any associated objective evidence, reports and minutes for the SFAT (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at SFAT, including any associated objective evidence, reports and minutes for the SFAT (for data items subject to Review)</li> <li>The Mission System has achieved the Verification requirements programmed for the SFAT and, when this is not the case, the Commonwealth Representative considers that the risks with proceeding to the next phase of development / implementation or AV&amp;V phase, as applicable, are acceptable</li> <li>All major action items arising during SFAT items have been closed, including those relating to the disposition of Failures as required by the SOW, have been closed</li> <li>All minor action items arising during SFAT have been documented and assigned with agreed closure dates</li> </ul>
Training Readiness Review (TNGRR)	<ul style="list-style-type: none"> <li>Entry Criteria in MSR-CHECKLIST-TNGRR met</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-TNGRR met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at TNGRR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at TNGRR (for data items subject to Review)</li> </ul>
Facilities Readiness Review (FACRR)	<ul style="list-style-type: none"> <li>Entry Criteria in MSR-CHECKLIST-FACRR met</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-FACRR met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at FACRR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at FACRR (for data items subject to Review)</li> </ul>
System Acceptance Test (SAT) #1 - #n	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-TRR met for the SAT</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in the Approved governing plan and the Contract met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at SAT, including any associated objective evidence, reports and minutes for the SAT (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at SAT, including any associated objective evidence, reports and minutes for the SAT (for data items subject to Review)</li> </ul>

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MILESTONE	MILESTONE CRITERIA	
	ENTRY CRITERIA	EXIT CRITERIA
(a)	(b)	(c)
Acceptance #1 - #n (for Supplies subject to Acceptance, other than the Mission System or Support System)	<ul style="list-style-type: none"> <li>• Delivery to the Commonwealth of the Supplies Acceptance Certificate and other supporting evidence (as required) for the Supplies being offered for Acceptance in accordance with clause 6.8 of the COC</li> <li>• Approval of all Applications for a Deviation applicable to the Supplies being offered for Acceptance</li> </ul>	<ul style="list-style-type: none"> <li>• Approval of the Supplies Acceptance Certificate for the Supplies being offered for Acceptance</li> </ul>
Engineering Support Effectiveness Demonstration	<ul style="list-style-type: none"> <li>• Exit criteria in MSR-CHECKLIST-TRR met for the Engineering Support Effectiveness Demonstration</li> </ul>	<ul style="list-style-type: none"> <li>• Exit criteria in the Approved governing plan and the Contract met</li> <li>• Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at the Engineering Support Effectiveness Demonstration, including any associated objective evidence, reports and minutes (for data items subject to Acceptance or Approval)</li> <li>• Delivery of all data items scheduled for delivery prior to or at the Engineering Support Effectiveness Demonstration, including any associated objective evidence, reports and minutes (for data items subject to Review)</li> <li>• The implementation of the Engineering Support solution has achieved the Verification requirements programmed for the Engineering Support Effectiveness Demonstration and, when this is not the case, the Commonwealth Representative considers that the risks with proceeding to the next phase of implementation, Transition or AV&amp;V, as applicable, are acceptable</li> </ul> <p><b>Note to drafters: If applicable, requirements for major Engineering Support capabilities (eg, Software Support Facility) may be inserted.</b></p> <ul style="list-style-type: none"> <li>• All major action items arising during the Engineering Support Effectiveness Demonstration have been closed</li> <li>• All minor action items arising during the Engineering Support Effectiveness Demonstration have been documented and assigned with agreed closure dates</li> </ul>

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MILESTONE	MILESTONE CRITERIA	
	ENTRY CRITERIA	EXIT CRITERIA
(a)	(b)	(c)
Maintenance Support Effectiveness Demonstration	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-TRR met for the Maintenance Support Effectiveness Demonstration</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in the Approved governing plan and the Contract met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at the Maintenance Support Effectiveness Demonstration, including any associated objective evidence, reports and minutes (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at the Maintenance Support Effectiveness Demonstration, including any associated objective evidence, reports and minutes (for data items subject to Review)</li> <li>The implementation of the Maintenance Support solution has achieved the Verification requirements programmed for the Maintenance Support Effectiveness Demonstration and, when this is not the case, the Commonwealth Representative considers that the risks with proceeding to the next phase of implementation, Transition or AV&amp;V, as applicable, are acceptable</li> </ul> <p><b>Note to drafters: If applicable, requirements for major Maintenance Support capabilities (eg, installation of heavy equipment into a Maintenance Facility) may be inserted.</b></p> <ul style="list-style-type: none"> <li>All major action items arising during the Maintenance Support Effectiveness Demonstration have been closed</li> <li>All minor action items arising during the Maintenance Support Effectiveness Demonstration have been documented and assigned with agreed closure dates</li> </ul>

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MILESTONE	MILESTONE CRITERIA	
	ENTRY CRITERIA	EXIT CRITERIA
(a)	(b)	(c)
Supply Support Effectiveness Demonstration	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-TRR met for the Supply Support Effectiveness Demonstration</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in the Approved governing plan and the Contract met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at the Supply Support Effectiveness Demonstration, including any associated objective evidence, reports and minutes (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at the Supply Support Effectiveness Demonstration, including any associated objective evidence, reports and minutes (for data items subject to Review)</li> <li>The implementation of the Supply Support solution has achieved the Verification requirements programmed for the Supply Support Effectiveness Demonstration and, when this is not the case, the Commonwealth Representative considers that the risks with proceeding to the next phase of implementation, Transition or AV&amp;V, as applicable, are acceptable</li> </ul> <p><b>Note to drafters: If applicable, requirements for major Supply Support capabilities (eg, new transport, palletisation or materials handling equipment, deployable spares storage, etc) may be inserted.</b></p> <ul style="list-style-type: none"> <li>All major action items arising during the Supply Support Effectiveness Demonstration have been closed</li> <li>All minor action items arising during the Supply Support Effectiveness Demonstration have been documented and assigned with agreed closure dates</li> </ul>

ATTACHMENT C

MILESTONE	MILESTONE CRITERIA	
	ENTRY CRITERIA	EXIT CRITERIA
(a)	(b)	(c)
Training Support Effectiveness Demonstration	<p><b>Note to drafters: Select either or both reviews as applicable.</b></p> <ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-TNGRR met for the Training Support Effectiveness Demonstration</li> <li>Exit criteria in MSR-CHECKLIST-TRR met for the Training Support Effectiveness Demonstration</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in the Approved governing plan and the Contract met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at the Training Support Effectiveness Demonstration, including any associated objective evidence, reports and minutes (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at the Training Support Effectiveness Demonstration, including any associated objective evidence, reports and minutes (for data items subject to Review)</li> <li>The implementation of the Training Support solution has achieved the Verification requirements programmed for the Training Support Effectiveness Demonstration and, when this is not the case, the Commonwealth Representative considers that the risks with proceeding to the next phase of implementation, Transition or AV&amp;V, as applicable, are acceptable</li> </ul> <p><b>Note to drafters: If applicable, requirements for major Training Support capabilities (eg, installation of training simulators, computer-based training development tools, etc) may be inserted.</b></p> <ul style="list-style-type: none"> <li>All major action items arising during the Training Support Effectiveness Demonstration have been closed</li> <li>All minor action items arising during the Training Support Effectiveness Demonstration have been documented and assigned with agreed closure dates</li> </ul>
Functional Configuration Audit (FCA)	<ul style="list-style-type: none"> <li>Entry Criteria in MSR-CHECKLIST-FCA met</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-FCA met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at FCA (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at FCA (for data items subject to Review)</li> </ul>
Physical Configuration Audit (PCA)	<ul style="list-style-type: none"> <li>Entry Criteria in MSR-CHECKLIST-PCA met</li> </ul>	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-PCA met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at PCA (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at PCA (for data items subject to Review)</li> </ul>

## ATTACHMENT C

MILESTONE	MILESTONE CRITERIA	
	ENTRY CRITERIA	EXIT CRITERIA
(a)	(b)	(c)
Mission System Acceptance #1 - #n	<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-SAA met</li> <li>Delivery to the Commonwealth of the Supplies Acceptance Certificate(s) and other supporting evidence (as required) for the Mission System(s) and any associated Support Resources being offered for Acceptance in accordance with clause 6.8 of the COC</li> <li>Approval of all Applications for a Deviation applicable to the Mission System(s) and any associated Support Resources being offered for Acceptance</li> <li>Delivery of the quantities of Support Resources identified in the Contract for delivery with the Mission System(s) being offered for Acceptance</li> </ul>	<p><b>Note: Mission System Acceptance will be scheduled in accordance with the Contract Master Schedule, either at the conclusion of, or following, a related System Acceptance Audit.</b></p> <ul style="list-style-type: none"> <li>Approval of the Supplies Acceptance Certificate for the Mission System(s) and any associated Support Resources being offered for Acceptance</li> </ul>
DRAIC #1 - #n Acceptance		<ul style="list-style-type: none"> <li>Exit criteria in MSR-CHECKLIST-DRAICRR met</li> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at DRAICRR (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at DRAICRR (for data items subject to Review)</li> <li>Approval of the Supplies Acceptance Certificate(s) for the DRAIC and, where applicable, DRAIC Elements being offered for Acceptance</li> </ul>
Support System Endurance Demonstration		<ul style="list-style-type: none"> <li>Acceptance or Approval (as applicable) of all data items scheduled for delivery prior to or at System Support Endurance Demonstration, including any associated reports and minutes (for data items subject to Acceptance or Approval)</li> <li>Delivery of all data items scheduled for delivery prior to or at System Support Endurance Demonstration, including any associated reports and minutes (for data items subject to Review)</li> </ul>
Final Acceptance (FA)		<ul style="list-style-type: none"> <li>The Commonwealth Representative has certified the Final Acceptance Certificate in accordance with clause 6.9 of the COC.</li> </ul>

## ATTACHMENT D

## LIQUIDATED DAMAGES (CORE)

**Note to drafters: The LD Amounts in clause 1.1 are to exclude GST.**

**Note to tenderers: Attachment D will consist of an amalgamation of information contained in this draft Attachment, the successful tenderer's response and any negotiated adjustments.**

### 1. FOR FAILURE TO ACHIEVE A MILESTONE (CORE)

**Note to drafters: Drafters are to include here:**

- a. the relevant Milestones to which liquidated damages are to be applied;
- b. the rate of liquidated damages and/or the formula for its calculation (not including any adjustment as per clause 2.1 below); and
- c. any other specific conditions which are to apply in addition to the formula for variation of LD Amounts set out below.

- 1.1 For each Milestone listed in an item below, the LD Amount applicable to that Milestone is the amount set out in the corresponding column for that item.

Item	Milestone	LD Amount (GST exclusive)
(a)	(b)	(c)
1		
2		

- 1.2 The LD Amounts are GST exclusive.

### 2. ADJUSTMENT TO LIQUIDATED DAMAGES (CORE)

- 2.1 The LD Amounts in clause 1.1 shall be subject to adjustment in accordance with the following formula:

$$A = LD \times \frac{CPI_i}{CPI_o} - LD$$

where:

- A= adjustment;
- LD= value of the relevant LD Amount at the Base Date;
- CPI<sub>i</sub>= the CPI number for the quarter ending immediately before the date on which the LD Amounts are paid to the Commonwealth; and
- CPI<sub>o</sub>= the CPI number for the quarter containing the Base Date.

- 2.2 In this Attachment D, 'CPI' means the Consumer Price Index, All Groups, weighted average of eight capital cities published by the Australian Bureau of Statistics (ABS), or if that Index is no longer published by the ABS, the index published by the ABS in substitution for that Index.

- 2.3 To avoid doubt, if the Commonwealth elects to accept compensation in lieu of liquidated damages under clause 10.6 of the COC (as the case may be), the value of the compensation to which the Commonwealth shall be entitled is equivalent to the LD Amount that would otherwise be payable to the Commonwealth in respect of the relevant Milestone, as varied by the formula set out in clause 2.1.

**ATTACHMENT E**

**GOVERNMENT FURNISHED MATERIAL AND GOVERNMENT FURNISHED SERVICES (RFT CORE)**

- 1.1 This Attachment E consists of the following annexes:
- a. Government Furnished Material (GFM); and
  - b. Government Furnished Services (GFS).

## ANNEX A TO ATTACHMENT E

## GOVERNMENT FURNISHED MATERIAL (OPTIONAL)

**Note to drafters: Drafters must provide details of any Commonwealth Mandated GFM and optional / non-mandated GFM prior to release of the RFT. Ensure that GFM is categorised correctly (eg, GFE that is 'mandated' for incorporation into the Supplies versus support equipment that is offered as GFE and may be used in the work to be performed under any resultant Contract).**

**Where, in addition to the licence terms provided under clause 5.6.2 of the draft COC, further restrictions apply to:**

- a. **the use of Technical Data and Software within the GFM, due to the Intellectual Property rights, these are to be identified in column (g); and**
- b. **GFM that is subject to Export Approvals (ie, foreign export controls such as International Traffic in Arms Regulations), these are to be identified in column (i).**

**To determine the circumstances in which the Commonwealth may consider the Contractor (or its nominee) obtaining ownership of the IP developed under the Contract with respect to new GFM, refer to the ASDEFCON Technical Data and Intellectual Property Commercial Handbook at:**

**<http://drnet.defence.gov.au/casq/commercial/CommercialPolicyFramework/Pages/Handbooks.aspx>.**

**GFE provided to the Contractor must be accompanied by safety related information sufficient to enable safety risk assessments to be performed. Refer to CASSafe Requirement 10.2 'Supply safe plant, structures, substances and radiation sources' for further information. Where safety-related information is not intrinsically captured in the Technical Data provided with GFE, that information must be provided as additional GFI or GFD (as applicable).**

**Note to tenderers: Attachment E will consist of an amalgamation of this attachment, the successful tenderer's response to TDR E-11, and any negotiated adjustments. The tenderer may propose that it will own newly created IP in GFM in accordance with clause 5.1.4 of the draft COC.**

## 2. GOVERNMENT FURNISHED MATERIAL

- 2.1 Table E-A-1 sets out the Government Furnished Material (GFM) provided by the Commonwealth to the Contractor under the Contract, divided into:
  - a. Commonwealth Mandated GFM (Government Furnished Equipment (GFE) and Government Furnished Data (GFD)) that the Contractor is required to use in the production of, or incorporate into, the Supplies in accordance with the Contract; and
  - b. non-mandated GFM (Government Furnished Information (GFI) and all other GFM that is not Commonwealth Mandated GFM).

ANNEX A TO ATTACHMENT E

Table E-A-1: Government Furnished Material

Item Description	Reference/ Part Number	Qty	Delivery Date and Location	Return Date and Location	Time Period for Inspection	Technical Data and Software Restrictions (if applicable)	Contractor to Own New IP in GFM (Yes/No)	Export Approval Restrictions (if applicable)	Comments/ Intended Purpose
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
<b>Commonwealth Mandated GFM - GFE</b>									
<b>Commonwealth Mandated GFM - GFD</b>									
<b>Non-mandated GFM - GFI</b>									
<b>All other non-mandated GFM</b>									

Notes: Table E-A-1

- a. **Item Description:** A description of the item of GFM.
- b. **Reference / Part Number:** A reference, part number, document number, or other identifier that clearly identifies the item of GFM.
- c. **Qty:** The quantity of the item of GFM to be delivered by the Commonwealth.

ANNEX A TO ATTACHMENT E

- d. **Delivery Date and Location:** The date on and location at which the item of GFM is to be delivered by the Commonwealth.
- e. **Return Date and Location:** The date on and location at which the item of GFM is to be returned to the Commonwealth.
- f. **Time Period for Inspection:** The period within which the Contractor is required to inspect the item of GFM and notify the Commonwealth in accordance with clause 3.13.1 of the SOW.
- g. **TD and Software Restrictions:** Any restrictions on the Technical Data or Software within an item of GFM that is in addition to the licence terms granted by the Commonwealth under clause 5.6 of the COC (if applicable).
- h. **Contractor to Own New IP in GFM:** A declaration of whether or not the IP created under the Contract or a Subcontract with respect to the item of GFM is to be owned by the Contractor pursuant to clause 5.1.4 of the COC.
- i. **Export Approvals Restrictions:** Any restrictions derived from Export Approvals to which an item of GFM is subject to (if applicable).
- j. **Comments/Intended Purpose:** The purpose for which the item of GFM is provided to the Contractor and any comments that are supplementary to the information provided in columns (a) to (i).

**Note to drafters:** Drafters should set out any restrictions that apply to the Contractor's use and sublicensing of the GFM. Relevant restrictions may be identified in related Acquisition contracts or earlier Support contracts for the Capability. The first line is provided as an example only, and must be deleted and replaced with project-specific detail as appropriate.

**For TD or Software that is listed in this table, ownership in any new IP created by the Contractor or a Subcontractor is assigned to the Commonwealth or its nominee under clause 5.1.3 of the COC. Column (c) should describe the category in sufficient detail so as to enable the identification of TD or Software that comes within the relevant category.**

Table E-A-2: Restrictions

Unique Line Item Description	Equipment/ System/ Subsystem/ Component/ CI Name	Description of TD or Software	Owner or Licensor	Restrictions on Use or sublicense of the TD or Software
(a)	(b)	(c)	(d)	(e)
EXAMPLE ONLY: E-R-1	Combat Management System	Electronic Warfare Software Source Code	EW Pty Ltd	The Contractor may use solely for the purpose of installation and configuration of the CMS and must not sublicense any of the Technical Data to XYZ Pty Ltd or its related body corporates.

## ANNEX B TO ATTACHMENT E

## GOVERNMENT FURNISHED SERVICES

**Note to drafters: Drafters should provide details of any Commonwealth Mandated or non-Mandated GFS prior to release of the RFT.**

**Note to tenderers: Annex D will consist of an amalgamation of TDR E-10, this draft Annex and the successful tenderer's response.**

## 1. GOVERNMENT FURNISHED SERVICES

1.1 Table E-B-1 and Table E-B-2 set out the Government Furnished Services (GFS) provided by the Commonwealth to the Contractor under the Contract, divided into:

- a. Commonwealth Mandated GFS that the Contractor is required to use for the production of the Supplies in accordance with the Contract and, where specified, only for the intended purpose; and
- b. non-Mandated GFS.

Table E-B-1: Commonwealth Mandated GFS

Commonwealth Mandated GFS Item	Date(s) of Delivery of GFS and Period Required	Comments / Conditions of Access / Intended Purpose
DPN Sponsorship, Provisioning & Access	From ED through until FA	To enable access to mandated Defence information systems and electronically-available Referenced Documents, GFI, GFD and eForms (eg, AE527), which are available through the DPN.
Mandated Defence Information System Access	From ED through until FA	To enable the Contractor to undertake SOW requirements, which require use of Mandated Defence Information Systems.
Mandated Defence Information System Training	As required in accordance with the SOW.	To enable the Contractor to undertake SOW requirements, which require use of Mandated Defence Information Systems.

**Note to tenderers: Non-mandated GFS will include GFS proposed by the Commonwealth and included in the RFT and GFS proposed by the Contractor and included in TDR E-10, as negotiated between the Commonwealth and the successful tenderer.**

Table E-B-2: Non-Mandated GFS

Non-Mandated GFS Item	Dates of Delivery of GFS	Comments / Conditions of Access / Intended Purpose

## ATTACHMENT F

## AUSTRALIAN INDUSTRY CAPABILITY (CORE)

**Note to tenderers: Attachment F will consist of an amalgamation of this draft attachment, the successful tenderer's response to TDR G, and any negotiated changes including, if applicable, additional Australian Industry Activities (AIAs). AIAs are a contractual mechanism to implement specific Industrial Capabilities, such as activities that contribute to Sovereign Defence Industrial Priorities (SDIPs) identified in the [Defence Industry Development Strategy \(DIDS\)](#). The [Australian Industry Capability Guide for ASDEFCON](#) provides further explanation of AIAs.**

## 1 INTRODUCTION (CORE)

## 1.1 Purpose

**Note to drafters: Amend the following clauses to suit the scope of this Attachment.**

- 1.1.1 This Attachment sets out the following Australian Industry Capability (AIC) Obligations:
- a. the Australian Industry Activities (AIAs) that are to be performed, which include:
    - (i) Industrial Capabilities to be established within Australian Entities (in whole or in part), under the Contract; and
    - (ii) other elements of the work to be performed by Australian Industry and/or the Supplies that are to be provided by Australian Industry (as applicable); and
  - b. the Australian Contract Expenditure (ACE) Measurement Points and the Prescribed ACE Percentage to be achieved at each of the ACE Measurement Points.
- 1.1.2 The Sovereign Defence Industrial Priorities (SDIPs) and associated Detailed SDIPs applicable to the Contract are (in no particular order):
- a. [...INSERT NAME OF AN APPLICABLE SDIP...], for which the following Detailed SDIPs are applicable:
    - (i) [...IDENTIFY APPLICABLE DETAILED SDIP...]; and
    - (ii) [...IDENTIFY APPLICABLE DETAILED SDIP...]; and
  - b. [...INSERT ANY ADDITIONAL SDIP AND ASSOCIATED DETAILED SDIPS...].

## 2 DEFENCE-REQUIRED AUSTRALIAN INDUSTRIAL CAPABILITIES (OPTIONAL)

**Note to drafters: DRAICs are AIAs included in a contract if the scope and complexity of the program to implement or sustain the Industrial Capability is such that it needs to be managed as a specific sub-project / program. DRAICs often require a dedicated management team. For further explanation, refer to the Australian Industry Capability Guide for ASDEFCON.**

**If DRAICs are not applicable, delete the clauses below clause 2 and annotate the heading as 'Not used'. If required, amend this clause 2 to set out the DRAIC(s) applicable to the Contract, defining the Industrial Capabilities that Defence requires to be fully or partially delivered under the Contract as part of the DRAIC(s). Partial delivery may apply to a sustainment-related DRAIC that is not completed and made operational until the Contract (Support) (ie, only initial DRAIC Elements are provided under the Contract).**

**Care must be taken if specifying a DRAIC that enhances an existing Industrial Capability to ensure that there is no additional risk transfer to the Commonwealth (eg, due to existing responsibilities under other contracts).**

**Drafters should seek advice from the AIC Delivery team ([aic.delivery@defence.gov.au](mailto:aic.delivery@defence.gov.au)) if a DRAIC is being considered.**

## 2.1 Introduction

- 2.1.1 The Contractor shall design, develop, implement, assure, obtain Acceptance for, operate and sustain (as applicable) the DRAICs required by this clause 2, in accordance with the Contract.

## 2.2 DRAIC #1 - [...INSERT NAME OF DRAIC...]

**Note to drafters: Particular DRAICs may require concepts and specific requirements to be set out in considerable detail. In such circumstances, the description of the DRAIC could be**

## ATTACHMENT F

***included in a separate document that is referenced from these clauses, or included in an annex to this Attachment. This clause may be used as a guide to structure any such annex.***

***Amend clause 2.2.1 to identify the SDIPs and associated Detailed SDIPs applicable to the DRAIC. If the DRAIC is not devolved from a SDIP but otherwise identified as an important contributor to a Defence Capability, amend the subclauses to show traceability to the Capability requirement.***

2.2.1 The Contractor acknowledges that DRAIC #1, [...INSERT NAME OF DRAIC...], is required to be established within Australian Industry to support the achievement of:

- a. [...INSERT NUMBER AND NAME OF SDIP...], including the following Detailed SDIPs:
  - (i) [...IDENTIFY APPLICABLE DETAILED SDIP...]; and
  - (ii) [...IDENTIFY APPLICABLE DETAILED SDIP...].

***Note to drafters: Amend the following clause to specify the Commonwealth's requirements for DRAIC #1. The intent is to provide clarity around the nature and scope of the DRAIC. For example, the clauses below may refer to a Detailed SDIP for overall objectives, and then describe project-specific requirements like a 'function and performance specification' for that capability.***

***Generally, operating and support concepts are only required for DRAICs that will be controlled or partially used by the Commonwealth, such as a deployable test capability that provides operational results to enable the further development of the SDIP. Detailed support concepts are typically not required because suppliers are responsible for their own Industrial Capabilities.***

***Relevant information may be included in the OCD and FPS for a Materiel System (eg, for Support System DRAICs, such as an in-country software support facility). In these cases, the following clauses should refer to relevant sections of those documents, and any other relevant references.***

***For sustainment-related DRAICs, which are only partially implemented under the Contract (with the balance being implemented under the Contract (Support)), clause 2.2.2c should refer to the Contract (Support) and the Contractor's plan(s) (eg, required DRAIC Plan) to allocate responsibilities (ie, for DRAIC Elements, such as equipment, procedures, etc).***

***Refer to the AIC Guide for ASDEFCON for further information on defining DRAICs.***

2.2.2 The Contractor shall deliver DRAIC #1, [...INSERT NAME OF DRAIC...], in accordance with clause 2.1 and the following concepts and requirements:

- a. **Operating and Support Concepts.** The operating and support concepts for DRAIC #1 are set out in [...INSERT APPLICABLE INFORMATION AS PER THE NOTE ABOVE...].
- b. **Function and Performance Requirements.** The required functions and associated performance requirements for DRAIC #1 are set out in [...INSERT APPLICABLE INFORMATION AS PER THE NOTE ABOVE...].
- c. **Programmatic Requirements.** DRAIC #1 is required to be implemented and operational by [...INSERT ANY SCHEDULE REQUIREMENTS AND/OR CONSTRAINTS...].

***Note to drafters: Repeat clause 2.2, if required to define any additional DRAICs.***

### 3 REQUIRED ACTIVITIES TO BE PERFORMED BY AUSTRALIAN INDUSTRY (RFT CORE)

***Note to drafters: The intent of this clause is to set out activities, either linked to a SDIP or other Industrial Capabilities of interest to Defence, and to include obligations for this work to be undertaken by Australian Industry. An example may be that particular work (eg, design of a key part of the Mission System) is undertaken by Australian Industry or that certain procurements be made from Australian suppliers, to ensure that supply chains are Australian-based and/or to maximise the opportunities for Australian Industry to be part of the Contractor's supply chain to enhance Sovereignty.***

***The following clauses should not be used to specify complex Industrial Capabilities that would be subject to formal Verification and Acceptance (under the proposed Contract or a subsequent Contract (Support)). AIAs such as these should be addressed as DRAICs under clause 2.***

***If the Commonwealth does not specify any required activities, clauses 3.2 and 3.3 may be retained in draft form in order to include any AIAs proposed by the successful tenderer (refer to TDR G). In such cases, the note to tenderers within clauses 3.2 and 3.3 should be revised.***

## ATTACHMENT F

**3.1 Planning and Implementation**

- 3.1.1 The Contractor shall further define, plan and implement the required activities to be performed by Australian Industry described under this clause 3, in accordance with the Contract.

**3.2 Required Activities**

**Note to drafters: Amend the following clause (and repeat the clause as necessary) to define AIAs that are required activities to be performed by Australian Industry as a contractual obligation (but which are not DRAICs). Each description should define ‘what’ activities are required to be performed; the Contractor will define ‘how’ they are implemented in the AIC Plan.**

**Notwithstanding, the required activities must have sufficient detail so that the outcomes being sought by the Commonwealth are clear, and that the activities can be properly scoped by tenderers for resources and pricing purposes. Requirements should be written in outcome terms and should be verifiable by simple measurement or observation / audit, to enable confirmation that the activities are being performed, once the Contract is underway.**

**DO NOT include ‘objectives’ or generic requirements in these clauses (eg, to ‘maximise participation’) as these are unworkable as Essential AIC Obligations (refer COC clause 4.2).**

**Required activities may include specific arrangements for collaborative security partnerships, export programs, and/or enduring strategic partnerships with tier 2 suppliers, when required by the Project Execution Strategy (PES).**

- 3.2.1 The Contractor shall ensure that the following activities for [...INSERT TITLE OF FIRST REQUIRED ACTIVITY...] are undertaken by Australian Industry:
- a. [...INSERT DETAILS OF THE FIRST REQUIRED ACTIVITY. ENSURE THAT OUTCOMES AND SCOPE ARE CLEAR. INCLUDE REFERENCE TO ANY SDIPs...]; and
  - b. [...INSERT ADDITIONAL DETAILS UNTIL THE REQUIRED ACTIVITY IS FULLY DESCRIBED...].

**Note to drafters: Retain the following clause for the RFT. It may be updated during negotiations to capture any AIAs proposed by the preferred tenderer that are of value to Defence.**

**Note to tenderers: Where the preferred tenderer’s AIC response (to TDR G) identifies activities (as ‘Opportunities to Enhance AIC’) that are considered beneficial to be identified as AIAs, these may be incorporated during negotiations into this clause 3.2, using the following clause (repeated as necessary).**

- 3.2.2 The Contractor shall ensure that the following activities for (...INSERT TITLE OF REQUIRED ACTIVITY...) are undertaken by Australian Industry:
- a. (...INSERT DETAILS OF THE REQUIRED ACTIVITY. ENSURE THAT OUTCOMES AND SCOPE ARE CLEAR. INCLUDE REFERENCE TO ANY SDIPs...); and
  - b. (...INSERT ADDITIONAL DETAILS UNTIL THE REQUIRED ACTIVITY IS FULLY DESCRIBED...).

**3.3 Other Requirements for Australian Industry**

**Note to drafters: The intent of this clause is to capture any other elements of the draft Contract that are to be undertaken by Australian Industry, but which do not have the complexity that would require them to be classified as a DRAIC or a required activity under clause 3.2. If applicable, these other requirements are to be listed under clause 3.3.1 (otherwise, clause 3.3.1 may be retained pending tender responses). Drafters should consider the following aspects when amending this clause for the RFT:**

- a. **These elements are likely to be provided by lower-tier Subcontractors / suppliers, particularly Small-to-Medium Enterprises (SMEs).**
- b. **These ‘other requirements’ could be mandated by Government or offered by a preferred tenderer. Examples include the use of Australian steel for construction, use of an Australian-developed product, or use of specialised services (eg, for cyber security).**

ATTACHMENT F

*Other requirements may be based on the preferred tender, to capture elements of the offer that the Commonwealth wants to include as an easily specified AIC Obligation.*

**c. Unless specific direction applies, this clause is to facilitate market competition to the extent practicable (consistent with Commonwealth Procurement Rules, whether or not the rules in Division 2 apply). Drafters should not refer to specific products or Subcontractors in the RFT but instead use generic terms (eg, use ‘Australian steel’ as opposed to ‘BlueScope steel’). Drafters should not include any Commonwealth Mandated Government Furnished Material (GFM) in this clause.**

**DO NOT include ‘objectives’ or generic requirements in these clauses (eg, to ‘maximise participation’) as these are unworkable as Essential AIC Obligations (refer COC clause 4.2). These requirements must be specific, have a clearly defined scope, and able to be objectively verified under any resultant Contract.**

**Note to tenderers: If the preferred tenderer’s AIC response (ie, to TDR G) identifies additional procurements / activities that may be incorporated into this clause 3.3, the following clause may be used (and repeated as necessary) to capture the tenderer’s proposal(s).**

- 3.3.1 In addition to the requirements of clause 3.2, the Contractor shall ensure that the following other requirements are also performed by Australian Industry:
- a. [...INSERT DETAILS OF FIRST OTHER REQUIREMENT TO BE PERFORMED BY AUSTRALIAN INDUSTRY...]; and
  - b. [...INSERT ADDITIONAL DETAILS UNTIL ALL OTHER REQUIREMENTS TO BE PERFORMED BY AUSTRALIAN INDUSTRY ARE IDENTIFIED...].

**4 ACE MEASUREMENT**

**4.1 ACE Measurement Points and Prescribed ACE Percentages.**

**Note to drafters: ACE Measurement Points in Table F-1 should match those in clause 7 of draft Attachment B. If the proposed Contract will be high value and likely to exceed 10 years in duration, then Prescribed ACE Percentages may be requested as part of the tender, in which case, refer to the AIC Guide for ASDEFCON for an alternative note to tenderers.**

**Note to tenderers: Tenderers are not required to propose Prescribed ACE Percentages in their tender (other than in respect of the final ACE Measurement Point). The preferred tenderer(s) during ODIA / contract negotiations will need to calculate ACE Percentages for Table B-1 of draft Attachment B and propose Prescribed ACE Percentages derived from these calculated ACE Percentages for inclusion in Table F-1 (below), noting they may not necessarily be the same. Subject to negotiations, the final Prescribed ACE Percentage in Table F-1 will be the overall Prescribed ACE Percentage tendered in response to Annex G to Attachment A to the COT. Refer also to clause 7 of draft Attachment B for further information.**

- 4.1.1 Table F-1 sets out the ACE Measurement Points and the Prescribed ACE Percentages in respect of each ACE Measurement Point.

**Table F-1: ACE Measurement Points and Prescribed ACE Percentages**

ACE Measurement Point	Prescribed ACE Percentage
	( )%
	( )%
	( )%

## ATTACHMENT G

## TECHNICAL DATA AND SOFTWARE RIGHTS SCHEDULE

**Note to drafters: Prior to RFT release drafters are to:**

- a. ensure that the TD and Software requirements (addressing the Capability System's Life-of-Type requirements relating to licensing and ownership) are those as reflected in the Capability Definition Documents and the SOW;
- b. determine and specify whether the Commonwealth requires ownership of IP in TD and Software (ie, Commonwealth TD and Commonwealth Software); and
- c. where applicable, identify in the TDSR Schedule any items or equipment (at a product, system, subsystem or component level) where potential restrictions proposed by the tenderer will not be acceptable to the Commonwealth.

**The examples contained in each annex are to be removed prior to RFT release and project specific information must be inserted where necessary. Further information in conducting the Commonwealth's TDRA can be found in the [CASG Handbook \(E&T\) 12-2-003 Technical Data Management](#). If an Escrow Agreement is required, drafters are to include optional Annex G (refer to clause 5.19 of the draft COC). If not, Annex G should be deleted.**

**Further information on clause 5 of the draft COC and the TDSR Schedule can be found in the ASDEFCON Technical Data and Intellectual Property Commercial Handbook at:**

- <http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/Handbooks.aspx>.

**Note to tenderers: Attachment G and its annexes define any restrictions on the TD and Software rights granted under the Contract and provide additional information for the purposes of the TD and Software provisions in the Contract. Attachment G and its annexes will consist of an amalgamation of information contained in this draft Attachment G, the successful tenderer's response to TDR C-5 and any negotiated adjustments.**

- 1.1 Attachment G consists of the following Annexes:
  - A. Highly Sensitive TD and Highly Sensitive Software (Core);
  - B. Delivery and Licence Restrictions on Use of TD and Software (Core);
  - C. Key Commercial Items (Core);
  - D. Commonwealth TD and Commonwealth Software (Core);
  - E. Excluded Parties (Core);
  - F. Patents, Registrable Designs and Circuit Layouts (Core); and
  - G. Escrow Items (Optional).

ANNEX A TO ATTACHMENT G

HIGHLY SENSITIVE TD AND HIGHLY SENSITIVE SOFTWARE (CORE)

**Note to drafters: Highly Sensitive TD and Highly Sensitive Software listed in this annex must only include TD or Software, where the disclosure of that TD or Software would have a major adverse effect on the business of the Contractor (or Approved Subcontractor) and its commercial advantage. Highly Sensitive TD and Highly Sensitive Software will generally already exist as at the Effective Date and are not to include TD or Software specifically created under the Contract or Subcontract. By including TD or Software in this Annex, the Commonwealth's Use of this material will be restricted and this may include restrictions on any Sublicensing by the Commonwealth for the activities described in clause 5.3 of the draft COCs. Drafters should carefully consider the Capability System's Life-of-Type requirements before agreeing to any restrictions proposed by a tenderer.**

**Note to tenderers: Highly Sensitive TD and Highly Sensitive Software listed in Annex A should only include that TD or Software, where the disclosure of which would have a major adverse effect on the business of the Contractor (or Approved Subcontractor) and its commercial advantage.**

**Highly Sensitive TD and Software must be clearly identified at its lowest configuration item (to which the restriction is able to be distinguished) and linked to the SSTDL or Software List, as appropriate. Highly Sensitive TD and Highly Sensitive Software will generally already exist as at the Effective Date and will not include TD or Software created under the Contract or a Subcontract. This annex is to:**

- a. list and describe all items of Highly Sensitive TD and Highly Sensitive Software (columns d and e);**
- b. identify any restrictions on the Commonwealth's rights to Use and Sublicense the listed TD or Software, as contemplated by clause 5.2 of the draft COC (column f); and**
- c. specify the reasons in support of categorising the TD or Software as Highly Sensitive TD or Highly Sensitive Software and the restrictions being proposed (column g).**

**Restrictions on the Commonwealth's right to grant a Sublicence in respect of TD or Software should not be included in this annex if the restriction only limits the grant of a Sublicence for "other Defence Purposes". These restrictions should be included in Annex B only.**

Unique Line Item Description	Item Reference within SSTDL/ Software List	Owner or Licensor	System/ Subsystem/ Component/ CI Name	Description of TD or Software	Restrictions on Commonwealth's rights to Use or Sublicense the TD or Software (COC, clause 5.2)	Justification for Restriction(s)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
G-A-1	ABC #1295	Contractor	Helicopter Landing System	Aircraft structural loads and certification data	The Commonwealth's rights to Use the TD is limited to verification and airworthiness purposes. The Commonwealth is not entitled to grant a Sublicence in respect of the TD other than to a Verification Agent.	This data is highly sensitive data that underpins the Contractor's business. The disclosure of this data to a competitor of the Contractor would cause very significant damage to the Contractor's business. This data is only required for verification and airworthiness purposes and is not required to enable the Commonwealth (or its Contractors) to

ANNEX A TO ATTACHMENT G

						use or support or maintain the Capability as envisaged under the Contract.
G-A-2	ABC #1276	EW Pty Ltd (Approved Subcontractor)	Combat Management System	Electronic Warfare Software Source Code	The Commonwealth must not grant a Sublicence of the TD to any of the following companies (or their Related Bodies Corporate): a. XYZ Pty Ltd; b. ...	Disclosure of the Source Code to the listed companies (or their Related Bodies Corporate) would cause very significant damage to the business of EW Pty Ltd.  The Source Code is not required to be provided to the Commonwealth (or its Contractors) to use or support the Capability as envisaged under the Contract.

## ANNEX B TO ATTACHMENT G

## DELIVERY AND LICENCE RESTRICTIONS ON USE OF TD AND SOFTWARE (CORE)

**Note to drafters:** *Drafters should carefully consider the TD and Software requirements for the relevant Materiel System from a Life-of-Type perspective (particularly the implication of those restrictions on the sustainment of the system) before agreeing to any restrictions in this Annex B that will limit:*

- a. *the Licence the Commonwealth receives under clause 5.3.3b(ix) of the draft COC; or*
- b. *delivery requirements under clause 5.13 of the draft COC.*

**Drafters must after considering its requirements after conducting a TDRA, identify and list any restrictions that the Commonwealth considers would not be acceptable for inclusion in this annex.**

**Note to tenderers:** *In addition to the information provided in this Annex B, tenderers should note any guidance provided in TDR C-5 and this annex in relation to specific restrictions that are considered to be unacceptable to the Commonwealth. In responding, tenderers are to identify any proposed restrictions on:*

- a. *the Commonwealth's sublicensing rights in respect of TD and Software under clause 5.3.3b(ix) of the draft COC (columns (f) and (g)); and*
- b. *the Commonwealth's rights to require delivery of TD for the purposes of clause 5.13 of the draft COC (columns (e) and (g)). Restrictions will only be included in column (e) where tenderers have justified the basis for the restricted delivery requirements for the relevant TD or Software. These restrictions will only be agreed if the Commonwealth considers that delivery of the item to the Commonwealth is not required.*

**If TD or Software currently exists that will be incorporated into Commonwealth TD or Commonwealth Software, tenderers are to list the TD or Software in this annex and include a reference to the relevant Unique Line Item Description of the Commonwealth TD or Commonwealth Software from Annex D and insert in column (d).**

**For any item of TD or Software that is subject to restrictions on delivery to the Commonwealth, the recipient of the TD or Software is the person identified in the Approved SSTDL or Approved Software List, as applicable.**

ANNEX B TO ATTACHMENT G

Unique Line Item Description	Owner or Licensor	System/ Subsystem/ Component/CI Name	Description of TD or Software (and refer to Unique Line Item Description from Annex D, if appropriate)	Restrictions on Commonwealth's rights to the delivery of the TD or Software (Yes / No) (COC, clause 5.13) If yes, specify identity of recipient(s) or nature of the restrictions in column (g)	Restrictions on Commonwealth's rights to Use or Sublicence the TD or Software (COC, clause 5.3.3b(ix))	Justification for Restriction(s)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
G-B-1	Contractor	Helicopter Landing System	Aircraft structural loads and certification data	No	Licences do not include right to grant sublicences for the purpose of a third party upgrading the Supplies.	This data requires access to competitively sensitive data.
G-B-2	Contractor	Combat Management System	Mission Planning Software	No	Licences do not include right to grant sublicences for the purpose of modifying, developing or upgrading the Software without the prior written consent of XYZ Pty Ltd.	This data requires access to competitively sensitive data.
G-B-3	Contractor	Communications System	Business Process Manual	Yes	N/A	Contains competitively sensitive data that are trade secrets and not required to utilise this Capability as envisaged under the Contract. Contractor will directly provide to a recipient where necessary.
G-B-4	EW Pty Ltd (Approved Subcontractor)	Combat Management System	Electronic Warfare Source Code	Yes	N/A	Not required to utilise this Capability as envisaged under the Contract. Contractor will directly provide to a recipient where necessary.
G-B-5	Contractor	Combat Management System	Electronic Warfare Test and configuration Software (ew.test.exe)	Yes	N/A	Not required to utilise this Capability as envisaged under the Contract. Contractor will directly provide to a recipient where necessary.

**ANNEX B TO ATTACHMENT G**

G-B-6	Contractor	Communications System	Diagram of crypto device operations on page 3 of XYZ-41 operations manual. (See also item G-D-1 in Annex D)	No	Licences do not include a right to grant sublicences for the purposes of research and development or studies conducted by third parties.	The diagram includes descriptions of sensitive information integral to the unique operation of the crypto device that would provide a competitive advantage to other crypto device makers.
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## ANNEX C TO ATTACHMENT G

## KEY COMMERCIAL ITEMS (CORE)

**Note to drafters: The Commonwealth's rights to Use Commercial TD and Commercial Software relating to a Key Commercial Item must be identified by tenderers and proposed in responding to this Annex C. Where possible, this should be done prior to contract execution or as soon as possible after the supply of the Commercial Item to the Commonwealth.**

**Note to tenderers: Tenderers are to list all items of Commercial TD or Commercial Software related to a Key Commercial Item in accordance with clause 5.4 of the draft COC, and specify the terms applicable to the licence proposed to be granted for the item. The tenderer may complete column (f) by reference to other documents from which those terms are ascertainable.**

Unique Line Item Description	Description of Key Commercial Item System/ Subsystem/ Component/CI Name	Description of related TD or Software (including version number and use)	Details of Approved Subcontractor or relevant Related Body Corporate	Owner or Licensor	Licence Terms
(a)	(b)	(c)	(d)	(e)	(f)
G-C-1	Hydrographic System	XYZ Software V8.5 used in Support System	Microvision Pty Ltd.	Microvision Pty Ltd.	Same terms as per clause 5.3 except no permission to sublicense to ABC Pty Ltd.
G-C-2	Helicopter Landing System	Maintenance Manual for Helicopter Landing System	Safe Landing Pty Ltd.	Safe Landing US Inc.	Terms and conditions are as detailed at <a href="http://www.safelanding.com/manuals/HLS/termsandconditions.aspx">www.safelanding.com/manuals/HLS/termsandconditions.aspx</a> as at 1 July 2018. The Commonwealth must pay to Safe Landing US Inc. an annual licence fee of \$3,000.00 starting 2 years after Final Acceptance as notified to the Commonwealth on 1 July 2018.

ANNEX D TO ATTACHMENT G

COMMONWEALTH TD AND COMMONWEALTH SOFTWARE (CORE)

**Note to drafters: The Commonwealth’s default position is to not own IP created under the Contract or a Subcontract. However, in limited cases for national security and / or strategic interest reasons, the Commonwealth can require ownership of IP in specific items of TD or Software by including / describing the TD or Software (applicable to that system) in this Annex D prior to RFT release.**

**Any TD or Software that is listed in this annex, any new IP in that TD or Software ownership is assigned to the Commonwealth or its nominee under clause 5.1.3 of the draft COC. Column (d) should describe the category in sufficient detail as to enable the identification of TD or Software that comes within the relevant category. Column (b) is to include a cross reference to the Approved SSTDL or Approved Software List, where the relevant TD or Software is to be listed in greater detail.**

**Note to tenderers: Tenderers are to identify in column (d) of this Annex D, the category or types of TD or Software relating to each item of Supplies shown below in column (c). For each item of TD or Software that falls within the category listed in column (d), the IP relating to that item created under or in connection with the Contract, ownership will be assigned to the Commonwealth. The relevant TD or Software is referred to as Commonwealth TD or Commonwealth Software (as applicable).**

**If any Commonwealth TD and Commonwealth Software contains IP owned by the tenderer or a proposed subcontractor (being IP in existence prior to Effective Date or created outside the Contract and Subcontracts), the Contractor is to grant a licence to the Commonwealth of that IP under clause 5.3 of the draft COC (subject to any proposed restrictions listed in Annex B). Tenderers should note that such restrictions should not prevent the use of the Commonwealth TD or Commonwealth Software as provided for in the Contract (see clause 5.16.1b of the draft COC).**

**This Annex does not deal with licences of GFM that are provided by the Commonwealth to the Contractor (see clause 5.6 of the draft COC and Attachment E).**

Unique Line Item Description	Item Reference within SSTDL / Software List	Equipment/ System/ Subsystem/ Component/CI Name	Category of TD or Software	Name of Assignee	Restrictions on non-Commonwealth owned IP (refer Unique Line Item Description from Annex B if required)	Restrictions on licences granted by the Commonwealth under clause 5.5.2 of the COC
(a)	(b)	(c)	(d)	(e)	(f)	(g)
G-D-1	ABC #1299	Communication System	Cryptographic software and manuals.	Commonwealth	Contractor owns IP in crypto diagrams. For restrictions see item G-B-6 of Annex B.	The Contractor may use solely for the purpose of installation and configuration on XYZ subsystem and must not sublicense any of the IP in the Technical Data (see also Part B).
G-D-2	ABC #1976	Hydrographic System	XYZ environmental operations manual.	Commonwealth	Nil	The Contractor may use solely for the purpose of installation and configuration on XYZ subsystem and must not sublicense any of the IP in the Software.

**ANNEX D TO ATTACHMENT G**

G-D-3	ABC #1982	Combat Management System	Operation and maintenance manuals for XYZ combat management system.	ABC Pty Ltd (via the Commonwealth).	Nil	The Contractor may use solely for the purpose of installation and configuration on XYZ subsystem and must not sublicense any of the IP in the Technical Data.
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## ANNEX E TO ATTACHMENT G

## EXCLUDED PARTIES

**Note to drafters: Before agreeing to any proposed Excluded Parties in this Annex E, drafters should ensure that the Capability System's Life-of-Type requirements are not unduly affected.**

**Note to tenderers: The listing of Excluded Parties will only be agreed to by the Commonwealth in exceptional circumstances to prohibit certain competitors from being Commonwealth Service Providers for the sole purpose of the licences granted under clauses 5.3.3a and 5.7.1b(i) of the draft COC. However, the Commonwealth will be permitted to grant Sublicences to Excluded Parties in other circumstances where permitted under clause 5 of the draft COC.**

Unique Line Item Description	Excluded Party (a party must be capable of being clearly identified by the Commonwealth)	Period of Restriction (must not be perpetual)	Justification for Non-Disclosure Restriction
(a)	(b)	(c)	(d)
G-E-1	XYZ Pty Ltd	5 years from Effective Date	XYZ Pty Ltd is a direct competitor of the Contractor in relation to the Mission System. If XYZ Pty Ltd is granted a licence as a Commonwealth Service Provider, it will have access to the design and performance characteristics of the Mission System without specific restrictions on the use or disclosure of the TD. This will cause significant harm to the Contractor's competitive advantage and the Contractor's ability to generate revenue from other customers in relation to the Mission System.

## ANNEX F TO ATTACHMENT G

## PATENTS, REGISTRABLE DESIGNS AND CIRCUIT LAYOUTS (CORE)

**Note to tenderers: Tenderers are to identify any restrictions that limit the licences granted to the Commonwealth in relation to a Patent, Registrable Design or Circuit Layout (in accordance with clause 5.18 of the draft COC). A full description of the relevant Supplies, TD or Software that contains the Patent, Registrable Design or Circuit Layout protection must be included.**

Unique Line Item Description	Supplies containing a Patent, Registrable Design or Circuit Layout (pending or registered)	Type of IP (Patent, Registrable Design or Circuit Layout)	Owner / IP Applicant	Application / Registration No (if applicable)	Countries or regions of permitted use	Restriction
(a)	(b)	(c)	(d)	(e)	(f)	(g)
G-F-1	Signal Integrator Manual (Method of Signal Capture)	Patent	XYZ Pty Ltd	AU 01 233 323232	Australia only	The Commonwealth may not make an integrated circuit from the plans contained in the manual for a period of 3 years.
G-F-2	Signal Integrator Device	Circuit Layout	XYZ Pty Ltd	N/A	Australia and United States only	The Commonwealth may not disclose the device to a third party for a period of 5 years.

## ANNEX G TO ATTACHMENT G

## ESCROW ITEMS (OPTIONAL)

**Note to tenderers: Tenderers are to clearly identify in this Annex G all items of TD or Software that are to be subject to an Escrow Agreement in accordance with clause 5.19 of the draft COC.**

Unique Line Item Description	SSTDL / Software List Reference	System/ Subsystem/ Component/ CI Name	Description of TD / Software (describe as class, category or group of items)	Owner / Licensor of associated IP	Escrow Agent Details (including name, ABN and contact details)	Escrow Agreement Details	Location (delivery / storage in Australia where Escrow Item is held)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
G-G-1	SSTDL 12.1.1.3	Radar Subsystem	Radar Software	XYZ Pty Ltd	DEscrow Australia ABN 12345678912 Ms J Lawyer 100 Cowie Place, Canberra ACT 2600 Tel 02 12354456	Escrow Deed between DEscrow Australia, XYZ Pty Ltd and the Commonwealth, dated 1 January 2018	www.DEscrow.xxx 100 Holdings Avenue, Canberra ACT 2600, Australia

ATTACHMENT H

SCHEDULE OF APPROVED SUBCONTRACTORS (CORE)

**Note: Update the following table to list the Approved Subcontractors identified in accordance with the conditions in clause 11.9 of the COC. A Subcontractor may be required to execute an Approved Subcontractor Deed in relation to Intellectual Property rights or if the Approved Subcontractor will be considered to be an AIC Subcontractor. Refer to clause 11.9 of the COC to determine if the Subcontractor will be required to execute an Approved Subcontractor Deed.**

**Note to tenderers: Attachment H will consist of an amalgamation of TDR A-3, the successful tenderer's response, and any negotiated adjustments.**

Table H-1: Schedule of Approved Subcontractors

Approved Subcontractor (ABN/ACN if applicable)	Work to be Subcontracted (including technical significance)	CWBS reference	Equipment / Supplies	Subcontract value \$A	Australian Industry Activity references (if applicable)	Location of work to be performed (incl postcode)	Is an Approved Subcontractor Deed (ASD) required, and reason? (see clause 11.9 of COC)			Comments / Exclusions
							IP rights (clauses 2 and 4 of the ASD) (Yes/No)	AIC Subcontractor (clause 5 of the ASD) (Yes/No)	Other (specify in comments) (Yes/No)	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
<b>ANZ Subcontractors</b>										
XYZ Pty Ltd (ABN 123456789012)	Supply of Comms Storage Cabinets		For integration into Subsystem X	\$xxx			No	No	No	SOW clause x.x - Software performance measurement requirement not applicable to this Subcontract because there is no software development involved
ABC Pty Ltd (ABN1232345678901)	Supply of Comms system		For integration into Subsystem X	\$ZM			Yes	Yes	No	Subcontractor is performing work integral to the development of a new Industry Capability for communications software support
<b>Overseas Subcontractors</b>										

**ATTACHMENT I**

**AGREED DEEDS AND FORMS (CORE)**

- 1.1 Attachment I consists of the following annexes:
- A. Approved Subcontractor Intellectual Property Deed (Core)
  - B. Deed of Confidentiality and Fidelity (Core)
  - C. Progress Certificate (Optional)
  - D. Final Acceptance Certificate (Core)
  - E. Contract Change Proposal Deed (Core)
  - F. Bank Guarantee (RFT Core)
  - G. Deed of Guarantee and Indemnity (RFT Core)
  - H. AIC Compliance Certificate

## ANNEX A TO ATTACHMENT I

## APPROVED SUBCONTRACTOR DEED (RFT CORE)

This Deed is made on **(INSERT DATE)**

BETWEEN

The Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 (**'the Commonwealth'**)

AND

(INSERT NAME OF COMPANY) (INSERT ACN/ARBN AND ABN AS APPLICABLE) a company duly incorporated under the laws of (INSERT JURISDICTION) and having its registered office at (INSERT DETAILS) (**'the Approved Subcontractor'**).

**RECITALS**

- A. The Commonwealth has entered into a Contract **(INSERT CONTRACT NUMBER)** dated (INSERT DATE) (**'the Contract'**) with **(INSERT NAME OF CONTRACTOR AND ACN/ARBN AND ABN AS APPLICABLE)** (**'the Contractor'**) for the supply of (INSERT BRIEF DESCRIPTION).
- B. The Contractor has entered into a contract **(INSERT CONTRACT NUMBER)** dated (INSERT DATE) (**'the Approved Subcontract'**) with the Approved Subcontractor for the supply of (INSERT BRIEF DESCRIPTION).
- C. The Approved Subcontractor has agreed to provide the commitments set out in this Deed in favour of the Commonwealth in relation to the Approved Subcontract.

**AGREED TERMS**

## ANNEX A TO ATTACHMENT I

## 1 INTERPRETATION

**Note to drafters: The definitions at clause 1.1 below should be reviewed for currency and relevancy prior to both the RFT release and the Effective Date of this deed.**

## 1.1 Definitions (Core)

1.1.1 In the interpretation of this Deed, unless the contrary intention appears:

“ACE Measurement Points” has the meaning given in the Approved Subcontract.

“ACE Measurement Rules” means method for calculating Australian Contract Expenditure and Imported Contract Expenditure as prescribed by the *ACE Measurement Rules*, August 2021.

“AIC Obligations” means the obligations of the Approved Subcontractor under the Approved Subcontract relating to AIC and for the avoidance of doubt includes the obligation to comply with the Subcontractor AIC Plan.

“Approved Subcontract” means the Approved Subcontract identified in the recitals and includes any amendments to the Approved Subcontract.

“Approved Subcontract Material” means information, other than Technical Data (TD) or Software, reduced to a material form (whether stored electronically or otherwise) that is delivered or required to be delivered to the Commonwealth under or in connection with the Approved Subcontract.

“Approved Subcontractor Personnel” means the officers, employees and agents of the Approved Subcontractor and includes employees, officers or agents of a subcontractor to the Approved Subcontractor.

“Audit” means a systematic, independent and documented process for obtaining audit evidence and evaluating it objectively to determine the extent to which audit criteria are fulfilled.

“Australian Contract Expenditure” has the meaning given in the ACE Measurement Rules.

“Australian Entity” means:

- a. a company registered under the *Corporations Act 2001* (Cth) or a company registered under the *Companies Act 1993* (New Zealand);
- b. a body corporate incorporated in Australia or New Zealand; or
- c. a foreign-owned company in Australia or New Zealand, and which has a registered body number (ie, ARBN or NZRBN),

carrying on business through a permanent establishment in Australia or New Zealand, including as evidenced through employment and the conduct of business operations in Australia or New Zealand.

“Australian Industry” means Australian Entities that perform work in Australia or New Zealand.

“Circuit Layout” means a circuit layout that is protected under the *Circuit Layouts Act 1989* (Cth) or the corresponding laws of any other jurisdiction.

“Claim” means a claim, demand, suit or proceeding of any kind, including by way of court proceedings, proceedings in the nature of arbitration, mediation or other methods of dispute resolution and administrative claims and proceedings (whether or not before a tribunal or court).

“Commercial Item” means an item that is:

- a. available to the general public or in the market for defence goods and services for supply on standard commercial terms; and
- b. able to be used for its intended purpose under the Approved Subcontract without development or modification (except for any minor modification or reconfiguration that is necessary and commonly required to install the item).

“Commercial Software” means Software that is:

- a. a Commercial Item; or

## ANNEX A TO ATTACHMENT I

- b. supplied, without further development or modification, as a part of, or in conjunction with a Commercial Item under the standard commercial terms applicable to that item; or
- c. Free and Open Source Software.

"Commercial TD" means TD that is:

- a. a Commercial Item; or
- b. supplied, without further development or modification, as a part of, or in conjunction with a Commercial Item or Commercial Software under the standard commercial terms applicable to that item or Software.

"Commercialise" means, in respect of the Commonwealth or any of its sublicensees, to exploit the Intellectual Property (IP) in TD, Approved Subcontract Material or Software in return for payment of a Royalty or a commercial return to the Commonwealth or the sublicensee.

"Commonwealth Contractor" means a person (other than the Contractor, the Approved Subcontractor or a subcontractor of either of them) engaged by the Commonwealth to provide goods or services to the Commonwealth.

"Commonwealth EVPR" means the Commonwealth Earned Value Performance Report (EVPR) to be provided by the Approved Subcontractor to the Commonwealth, which is substantially in the form of the Contractor EVPR with financial data at the cost level, not at the price level (ie, all costs are those incurred by the Approved Subcontractor, not those incurred by the Contractor).

"Commonwealth Officer" means any of the following:

- a. a Minister of State for the Commonwealth;
- b. a person employed or engaged under the *Public Service Act 1999* (Cth) or the *Members of Parliament (Staff) Act 1984* (Cth);
- c. a person who is included in Defence Personnel; and
- d. a member of the Australian Federal Police.

"Commonwealth Property" means property of any kind (including government furnished material) owned or leased by, or in the possession of, the Commonwealth.

"Commonwealth Personnel" means Commonwealth Officers, Defence Personnel, and any other agents of the Commonwealth.

"Commonwealth Service Provider" means a person (including an officer or employee of the person) engaged to perform a function, or discharge a duty, of the Commonwealth, including a person engaged to provide:

- a. professional, administrative, contract management or project management services to Defence; or
- b. technical management or assurance services, including verification and validation, safety, certification, security or capability development,

but does not include Excluded Parties.

"Commonwealth Software" means:

- a. any Software of the type described in Annex D to the TDSR Schedule in respect of an item of Supplies specified in that annex; and
- b. any developments, modifications or improvements to that Software.

"Commonwealth TD" means:

- a. any TD of the type described in Annex D to the Technical Data and Software Rights (TDSR) Schedule in respect of an item of Supplies specified in that annex; and
- b. any developments, modifications or improvements to that TD.

"Confidential Information" means:

- a. any information provided by the Approved Subcontractor that is identified in Schedule 3; and

## ANNEX A TO ATTACHMENT I

- b. any other information:
- (i) that is commercially sensitive (not generally known or ascertainable); and
  - (ii) the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and
  - (iii) that was provided with an express or implied understanding that it would remain confidential,

but does not include information that:

- c. is or becomes public knowledge other than by breach of this Deed;
- d. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or
- e. has been independently developed or acquired by the receiving party.

"Contractor EVPR" means the EVPR required to be provided by the Approved Subcontractor to the Contractor in accordance with the Approved Subcontract.

"Contractor Managed Commonwealth Assets" or CMCA means any item of Commonwealth Property subject to inventory and stock control that is in the care, custody or control of the Approved Subcontractor or Approved Subcontractor Personnel for the purposes of the Approved Subcontract.

"Contractor Personnel" means the officers, employees and agents of the Contractor.

"Copyright" means any existing or future copyright as defined under the *Copyright Act 1968* (Cth) or the corresponding laws of any other jurisdiction in any original literary and artistic works, computer programs and Software, sound recordings and any other works or subject matter whether stored electronically or otherwise in which copyright subsists and may subsist in the future.

"Defect" means a defect, fault (including a fault which results in a Failure), damage, malfunction or omission in the Supplies, including in relation to:

- a. operation, performance or functionality; or
- b. design, manufacture, workmanship or materials,

and 'Defective' has a corresponding meaning.

Without limiting the above, Supplies are defective if they do not conform to the requirements of the Approved Subcontract. A defect, fault, damage, malfunction or omission is not a Defect to the extent that it results from fair wear and tear.

"Defence" means the Department of Defence and/or the Australian Defence Force.

"Defence Personnel" means an employee of the Department of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the *Defence Act 1903* (Cth)) and the equivalents from other organisations on exchange to Defence.

"Defence Purpose" means a purpose related to any of the following:

- a. the defence and defence interests of Australia;
- b. the national security of Australia;
- c. the provision of aid or assistance in respect of an emergency or disaster (whether natural or otherwise); and
- d. peacekeeping or peace enforcement activities.

"Effective Date" means the date on which this Deed is signed by the parties, or if signed on separate days, the date of the last signature.

"Environment" in the context of environmental management, means any of the following:

- a. ecosystems and their constituent parts;
- b. natural and physical resources;

**ANNEX A TO ATTACHMENT I**

- c. the qualities and characteristics of locations, places and areas;
- d. noise; and
- e. the social, economic, aesthetic and cultural aspects of a thing mentioned in paragraphs a, b or c.

“Excluded Party” means a party identified as such in Annex E to the TDSR Schedule.

“Failure” means the inability of a system or component to perform its required functions within specified performance requirements. The fault tolerance discipline distinguishes between a human action (a mistake), its manifestation (a hardware or software fault), the result of the fault (a failure), and the amount by which the result is incorrect (the error).

“Free and Open Source Software” means Software that:

- a. is distributed on a free to use basis without a requirement to pay a Royalty or other fee; and
- b. may be used, modified, developed or adapted by any person subject to specified conditions,

and includes open source Software, public domain Software, shareware, community source Software and freeware.

"Highly Sensitive Software" means Software specified in Annex A to the TDSR Schedule.

"Highly Sensitive TD" means TD specified in Annex A to the TDSR Schedule.

"Imported Contract Expenditure" has the meaning given in the ACE Measurement Rules.

"Industrial Capability" means the ability, resulting from the employment of business, commercial and industry resources, to provide particular goods and/or services. An industrial capability is one that is not only able to provide the goods and services when needed, but it is also sustainable over the period that the industrial capability may be required, and 'Industrial Capabilities' has a corresponding meaning.

"Intellectual Property" or "IP" means all present and future rights conferred by law in or in relation to any of the following:

- a. Copyright;
- b. rights in relation to a Circuit Layout, Patent, Registrable Design or Trade Mark (including service marks); and
- c. any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world whether registered or unregistered.

"Key Commercial Item" means a Commercial Item listed (or required to be listed) in Annex C to the TDSR Schedule.

"Latent Defect" means a Defect that:

- a. was not discoverable by reasonable care or inspection before Acceptance of the Supplies (or if the Contract does not provide for Acceptance of the Supplies, Final Acceptance), as the case may be; and
- b. other than in relation to Software, falls outside the incidence of random Failures to be expected of Supplies of the relevant kind.

"Licence" means a non-exclusive licence of IP in respect of TD, Software, or Approved Subcontract Material, being a licence that:

- a. is fully paid-up and does not require any additional payment by the licensee, including by way of Royalty or any other fee;
- b. cannot be revoked or terminated by the owner for any reason except upon expiration of a statutory protection term;
- c. operates in perpetuity without any action required on the part of the licensee to renew or extend the licence;

**ANNEX A TO ATTACHMENT I**

- d. operates on a world-wide basis; and
- e. binds each successor in title to the owner of the IP in respect of the TD, Software or Approved Subcontract Material.

"Loss" means any liability, loss (including economic loss), damage, compensation, costs and expenses.

"Moral Rights" means any of the following:

- a. a right of attribution of authorship;
- b. a right not to have authorship falsely attributed; or
- c. a right of integrity of authorship.

"Patent" means the rights and interests in any registered, pending, or restored standard or innovation patent under the *Patents Act 1990* (Cth) or the corresponding laws of any other jurisdiction, including all provisional applications, substitutions, continuations, continuations-in-part, continued prosecution applications including requests for continued examination, divisions, additions and renewals, all letters patent granted, and all reissues, re-examinations and extensions, term restorations, confirmations, registrations, revalidations, revisions and supplemental protection certificates.

"Quality" means the degree to which a set of inherent characteristics fulfils requirements.

"Registrable Design" means a design able to be protected under the *Designs Act 2003* (Cth) or the corresponding laws of any other jurisdiction.

"Request" means a request for tender, proposal, quotation or information or similar request for the provision of goods or services to the Commonwealth.

"Royalty" means a payment or credit made by a licensee in consideration for the exercise of a particular right or privilege by the licensor in favour of the licensee for the use of, or the right to use any IP, however calculated.

"Software" means a collection of computer code comprising a set of instructions or statements used directly or indirectly by a computer to bring about a certain result (including using a computer programming language to control a computer or its peripheral devices), and includes computer programs, firmware and applications, but excludes Source Code.

"Source Code" means the expression of Software in human readable form which is necessary to understand, maintain, modify, correct and enhance that Software.

"Subcontractor AIC Plan" means the Approved Subcontractor's AIC Plan developed, delivered and updated by the Approved Subcontractor and approved by the Contractor in accordance with the Approved Subcontract.

"Sublicence" means, in respect of a Licence of IP granted to the Commonwealth under clauses 2.2.1 or 2.3.2, a sublicense of that IP on terms that comply with the requirements of clause 2.5 of this Deed.

"Supplies" means goods and services required to be supplied under or in connection with the Approved Subcontract and includes items acquired in order to be incorporated in the Supplies. A reference to Supplies is also a reference to:

- a. each item of Supplies;
- b. a component of a system or subsystem comprised of Supplies; and
- c. such a system or subsystem itself.

"Surveillance" means continual monitoring and Verification of the status of an entity and analysis of records to ensure that specified requirements are being fulfilled (the entity could be a system, process, product, project, contract, etc).

"TDSR Schedule" means Schedule 1 of this Deed.

"Technical Data" or "TD" means technical or scientific data, know-how or information, reduced to a material form (whether stored electronically or otherwise) in relation to the Supplies, and includes calculations, data, databases, designs, design documentation, drawings, guides, handbooks, instructions, manuals, models, notes, plans, reports, simulations, sketches,

**ANNEX A TO ATTACHMENT I**

specifications, standards, Training Materials, test results and writings, and includes Source Code.

"Trade Mark" means a trade mark protected under the *Trade Marks Act 1995* (Cth) or corresponding laws of any other jurisdiction.

"Use" means, in relation to a licence of any TD, Software or Approved Subcontract Material granted to a licensee, to:

- a. use, reproduce, adapt and modify the TD, Software or Approved Subcontract Material in accordance with the licence; and
- b. disclose, transmit and communicate the TD, Software or Approved Subcontract Material:
  - (i) to the licensee's employees, officers and agents; and
  - (ii) to a sublicensee under a sublicense granted in accordance with the licence.

"Verification" means confirmation by examination and provision of objective evidence that specified requirements to which a product or service, or aggregation of products and services, is built, coded, assembled and provided have been fulfilled; and 'Verify' and 'Verified' have corresponding meanings.

"Working Day", in relation to the doing of an action in a place, means any day in that place other than:

- a. a Saturday, Sunday or public holiday; and
- b. any day within the two-week period that starts on:
  - (i) the Saturday before Christmas Day; or
  - (ii) if Christmas Day falls on a Saturday, Christmas Day.

**1.2 Interpretation (Core)**

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1.2.1 In this Deed, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of the Deed;
- b. the singular includes the plural and vice-versa;
- c. a reference to one gender includes any other;
- d. a reference to a person includes a body politic, body corporate or a partnership;
- e. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the next Working Day;
- f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- g. a reference to a clause includes a reference to a subclause of that clause;
- h. a reference to a "dollar", "\$", "\$A" or "\$AUD" means the Australian dollar;
- i. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the Effective Date, or alternatively, a reference to another version of the document if agreed in writing between the parties;
- j. the word "includes" in any form is not a word of limitation; and
- k. a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of the Deed.

**1.3 Precedence (Core)**

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1.3.1 Unless expressly provided for, the terms of this Deed prevail over the provisions of any Schedule to this Deed to the extent of any inconsistency.

## ANNEX A TO ATTACHMENT I

**1.4 Survival (Core)**

- 1.4.1 The rights and obligations created under or in connection with this Deed survive the termination or expiry of the Contract or the Approved Subcontract.

**2 TECHNICAL DATA AND SOFTWARE (OPTIONAL)**

**Note to drafters: If the Approved Subcontractor is not providing significant IP in items of TD or Software (ie, clause 11.9.3.c (and possibly 11.9.3d(i)) of the COC does not apply to the Approved Subcontractor but other parts of clause 11.9.3 of the COC do apply), then clause 2 will not be necessary and may be deleted and marked 'Not Used'. If the Approved Subcontractor is providing significant IP in items of TD or Software (ie, clause 11.9.3c and possibly 11.9.3d.(i) of the COC do apply to the Approved Subcontractor), then all of clause 2 is a requirement of this deed.**

**2.1 Ownership of Intellectual Property**

- 2.1.1 Nothing in this Deed affects the ownership of IP, except as expressly contemplated in this clause 2.1.
- 2.1.2 The parties agree that all IP created under or in connection with the Approved Subcontract in respect of Commonwealth TD and Commonwealth Software that is delivered or required to be delivered as part of the Supplies, is assigned to the Commonwealth (or its nominee) immediately upon its creation.

**2.2 Highly Sensitive TD and Highly Sensitive Software**

- 2.2.1 This clause 2.2 applies to any Highly Sensitive TD or Highly Sensitive Software delivered or required to be delivered to the Commonwealth or any other person under the Approved Subcontract.
- 2.2.2 The Approved Subcontractor grants to the Commonwealth (or shall ensure the Commonwealth is granted) a Licence in respect of all TD and Software to which this clause 2.2 applies, to:
- a. Use the TD or Software for any Defence Purpose; and
  - b. grant a Sublicence in accordance with clause 2.5 to Use the TD or Software, subject to the restrictions specified in Annex A to the TDSR Schedule.

**2.3 TD and Software**

- 2.3.1 This clause 2.3 applies to all TD and Software delivered or required to be delivered to the Contractor or any other person under the Approved Subcontract, other than:
- a. Highly Sensitive TD or Highly Sensitive Software to which clause 2.2 applies;
  - b. Commonwealth TD and Commonwealth Software to the extent that clause 2.1.2 applies to that TD or Software; and
  - c. Commercial TD or Commercial Software to which clause 2.4 applies.
- 2.3.2 The Approved Subcontractor grants to the Commonwealth (or shall ensure the Commonwealth is granted) a Licence in respect of all TD and all Software to which this clause 2.3 applies, to:
- a. Use the TD or Software for any Defence Purpose; and
  - b. grant a Sublicence in accordance with clauses 2.3.3 and 2.5 to Use the TD or Software.
- 2.3.3 The Commonwealth may grant a Sublicence in respect of all TD and all Software to which this clause 2.3 applies, to:
- a. a Commonwealth Service Provider to Use the TD or Software to enable the Commonwealth Service Provider to perform its obligations, functions or duties to the Commonwealth;
  - b. any person to Use the TD or Software to do any of the following:
    - (i) installing or configuring the Supplies;

**ANNEX A TO ATTACHMENT I**

- (ii) physically integrating the Supplies with other systems;
  - (iii) operating or maintaining the Supplies;
  - (iv) rectifying any Defect in the Supplies;
  - (v) undertaking training in relation to the Supplies;
  - (vi) removing or uninstalling the Supplies;
  - (vii) decommissioning or destroying the Supplies;
  - (viii) for the person to respond to a Request to be engaged for any of the above purposes; and
  - (ix) for any other purpose (including to modify and upgrade the Supplies) but subject to the restrictions specified in Annex B to the TDSR Schedule; and
- c. any person for a purpose referred to in clause 3.1.3.
- 2.3.4 If, when exercising rights under clause 2.2.2 or 2.3.2, the Commonwealth discloses TD or Software that contains Confidential Information to a third party, the Commonwealth shall ensure that the disclosure of that information is in accordance with clause 3.1.
- 2.3.5 A Licence granted under clause 2.2.2 or 2.3.2 shall be on terms no less favourable than the terms agreed to with the Contractor for the benefit of the Commonwealth under the Contract.

**2.4 Commercial TD and Commercial Software (Core)**

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- 2.4.1 This clause 2.4 applies to all Commercial TD and Commercial Software referred to in clause 2.4.2 that is delivered or required to be delivered to the Contractor or any other person under the Approved Subcontract.
- 2.4.2 The Approved Subcontractor shall ensure that each Commercial Item (and related Commercial TD or Commercial Software) delivered or required to be delivered under the Approved Subcontract is specified as a Key Commercial Item in Annex C to the TDSR Schedule, if the IP in the related Commercial TD or Commercial Software is owned by the Approved Subcontractor, unless otherwise agreed by the Commonwealth in writing.
- 2.4.3 The Approved Subcontractor grants to the Commonwealth a licence in respect of all Commercial TD and all Commercial Software to which this clause 2.4 applies to Use the Commercial TD or Commercial Software, or to grant a sublicense to any person to Use the Commercial TD or Commercial Software, for any of the purposes set out in clauses 2.3.3b(i) to 2.3.3b(viii), and for any other purpose, subject to any restrictions specified in Annex C to the TDSR Schedule for that item.
- 2.4.4 The Approved Subcontractor shall ensure that any licence granted to the Commonwealth in respect of Commercial TD and Commercial Software under this clause 2.4 does not require the Commonwealth to pay a Royalty or other fee (not otherwise included in the Approved Subcontract price) unless the Commonwealth has agreed in writing to the payment.
- 2.4.5 A licence granted under clause 2.4.3 shall be on terms no less favourable than the terms agreed to with the Contractor for the benefit of the Commonwealth under the Contract.

**2.5 Commonwealth Sublicences**

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- 2.5.1 The Commonwealth's right to grant a Sublicence to a person ("**Sublicensee**") in accordance with clauses 2.2.2 or 2.3.2 is subject to the following conditions:
- a. the Sublicence shall only be granted for a Defence Purpose;
  - b. the Sublicence shall include (as a minimum) the same restrictions on Use and sublicensing as are applicable to the Commonwealth;
  - c. the rights granted under the Sublicence shall be limited to the rights that are reasonably necessary to enable the Sublicensee to Use the TD and Software (as applicable) to efficiently perform its obligations, functions or duties to the Commonwealth or a Commonwealth Contractor;
  - d. the rights granted under the Sublicence shall expire when no longer required for the purposes referred to in clause 2.5.1a; and

**ANNEX A TO ATTACHMENT I**

- e. any right of the Sublicensee to grant a further sublicense shall be subject to the same conditions as set out in this clause 2.5.
- 2.5.2 The Approved Subcontractor shall ensure that any IP in Commonwealth TD or Commonwealth Software not assigned to the Commonwealth under clause 2.1.2 is specified in Annex D of the TDSR Schedule.

**2.6 Approved Subcontractor to deliver TD and Software**

- 2.6.1 The Commonwealth may by notice to the Approved Subcontractor require the delivery to the Commonwealth (or its nominee) of all TD and Software included as part of the Supplies.
- 2.6.2 The Approved Subcontractor shall comply with a notice given under clause 2.6.1 unless compliance with the notice would be inconsistent with any restricted delivery requirements specified in respect of the relevant TD of Software in Annex A or B (as applicable) of the TDSR Schedule.
- 2.6.3 The Commonwealth shall act reasonably when issuing a notice under clause 2.6.1, including in relation to specifying a time for delivery of the item of TD or Software.

**2.7 Patents, Registrable Designs and Circuit Layouts**

- 2.7.1 The Approved Subcontractor warrants and shall ensure that a licence is granted or obtained under this Deed for the Commonwealth to exercise any Patent, Registrable Design or Circuit Layout that is necessary to use or support the Supplies.
- 2.7.2 The Approved Subcontractor warrants and shall ensure that any restriction on a right referred to in clause 2.7.1 is specified in Annex F to the TDSR Schedule.

**2.8 No Commercialisation**

- 2.8.1 A Licence or Sublicence granted in accordance with this clause 2 does not permit the Commonwealth or its sublicensee to Commercialise any IP in the TD or Software.
- 2.8.2 For the avoidance of doubt, clause 2.8 does not prevent the Commonwealth from granting a Sublicence, in accordance with a right granted in this clause 2, to a person for the purpose of providing goods or services to the Commonwealth for a Defence Purpose.

**3 CONFIDENTIAL INFORMATION (CORE)****3.1 Confidential Information (Core)**

**Note to drafters: If clause 2 above is not used, delete subclause 3.1.1b and clause 3.1.2, and mark clause 3.1.2 as 'Not Used'.**

- 3.1.1 Each party shall ensure that Confidential Information provided by the other party under or in connection with the Deed or identified in Schedule 2 is not disclosed, except to the extent that:
- the disclosure is permitted under clause 3.1.3;
  - the Confidential Information is in TD or Software and the disclosure is in connection with the exercise of the rights provided for in clause 2; or
  - the other party provides its prior written consent to the disclosure (and such consent may be subject to conditions).
- 3.1.2 Each party shall ensure that, before disclosing Confidential Information under clause 3.1.1b, the recipient:
- executes a confidentiality deed poll substantially in the form of Schedule 2; or
  - is otherwise subject to an obligation not to disclose the Confidential Information to any other person, which is on terms substantially equivalent to those in Schedule 2.
- 3.1.3 The restriction in clause 3.1.1 does not apply to a disclosure of Confidential Information to the extent that the disclosure is:
- required or authorised by law;
  - necessary for the conduct of any legal proceedings arising in connection with the Deed, the Contract or the Approved Subcontract;

## ANNEX A TO ATTACHMENT I

- c. made by the Commonwealth, a Minister or Parliament in accordance with statutory or portfolio duties or functions, or for public accountability reasons, including following a request by Parliament, a parliamentary committee or a Minister; or
  - d. to any of the following:
    - (i) a legal adviser, insurer, financier, auditor or accountant of a party, to the extent required to enable them to perform those roles;
    - (ii) a Related Body Corporate for internal management purposes;
    - (iii) any Commonwealth Personnel that need to know the information to undertake their duties or functions;
    - (iv) Contractor Personnel or Approved Subcontractor Personnel that need to know the information to enable the Contractor or Approved Subcontractor to perform their obligations under the Contract or Approved Subcontract; or
    - (v) a Commonwealth Service Provider who needs to know the information to undertake their duties or functions.
- 3.1.4 The Approved Subcontractor shall not, in marking information supplied to the Commonwealth, misuse the term "Confidential Information" or equivalent terms.
- 3.1.5 Subject to clause 3.1.6, the Approved Subcontractor agrees to deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control which contain or relate to any information that is Confidential Information of the Commonwealth on the earlier of:
- a. the date specified in a notice given by the Commonwealth (acting reasonably); and
  - b. the time the documents and other material are no longer required for the purposes of the Approved Subcontract or this Deed.
- 3.1.6 The Approved Subcontractor may retain, and will not be required to return or destroy, any documents containing or relating to Confidential Information of the Commonwealth, where such documents are:
- a. retained in order to comply with any legal, professional or insurance obligations; or
  - b. stored in electronic backups or records that are produced in the normal course of business where it is not reasonably practicable to destroy such backups or records.
- 3.1.7 If the Commonwealth gives a notice under clause 3.1.5a and the Approved Subcontractor has placed or is aware that documents containing the Confidential Information are beyond its possession or control, the Approved Subcontractor shall provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.
- 3.1.8 Subject to clause 3.1.6, the Approved Subcontractor, when directed by the Commonwealth in writing, agrees to destroy any document in its possession, power or control which contain or relate to any Confidential Information of the Commonwealth.
- 3.1.9 Return or destruction of the documents referred to in this clause 3.1 does not release the Approved Subcontractor from its obligations under the Approved Subcontract or this Deed.

#### 4 INDEMNITIES AND WARRANTIES (OPTIONAL)

**Note to drafters: If the Approved Subcontractor is not providing significant IP in items of TD or Software (ie, clause 11.9.3c (and possibly 11.9.3d.(i)) of the COC does not apply to the Approved Subcontractor but other parts of clause 11.9.3 of the COC do apply), then clause 4 is not necessary and may be deleted and marked 'Not Used'. If the Approved Subcontractor is providing significant IP in items of TD or Software (ie, clause 11.9.3c and possibly 11.9.3d.(i) of**

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***the COC do apply to the Approved Subcontractor), then all of clause 4 is a core requirement of this deed.***

#### **4.1 Intellectual Property and Confidentiality Indemnity**

- 4.1.1 The Approved Subcontractor shall indemnify the Commonwealth and Commonwealth Personnel in respect of any Loss in connection with a Claim by a third party in respect of the following:
- a. an infringement or alleged infringement of the third party's IP rights (including Moral Rights) arising out of or as a consequence of:
    - (i) an activity permitted or purportedly permitted by or under a licence or assignment of IP rights under or referred to in this Deed; and
    - (ii) a failure by the Approved Subcontractor to grant (or ensure the grant) of a licence or assign (or ensure the assignment) of IP rights under or referred to in this Deed; and
  - b. a breach or alleged breach of any obligation of confidentiality owed to that third party arising out of or as a consequence of any act or omission of the Approved Subcontractor or Approved Subcontractor Personnel.
- 4.1.2 The liability of the Approved Subcontractor under clause 4.1.1 shall be reduced to the extent that the Approved Subcontractor demonstrates that the Loss arose out of or as a consequence of a Commonwealth default.
- 4.1.3 In this clause 4.1:
- "infringement" of a right includes an act or omission that would, but for the operation of section 163 of the *Patents Act 1990* (Cth), sections 96 and 96A of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth), or section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement of the right.

#### **4.2 Intellectual Property Warranties**

- 4.2.1 The Approved Subcontractor warrants and shall ensure that, in respect of any IP in the TD or Software delivered or required to be delivered as part of the Supplies or under or in connection with this Deed, and as at the time of the delivery to the Contractor or, if delivered directly to the Commonwealth, the Commonwealth, of the relevant TD or Software and after making diligent inquiries:
- a. the IP is licenced to, or owned by, the Commonwealth as required by this Deed;
  - b. the Approved Subcontractor has no notice of any challenge to the validity or enforceability of any of the IP and has no knowledge of any actual or threatened claim or proceeding in relation to any of the IP; and
  - c. the Approved Subcontractor is not engaged in litigation, arbitration or other proceedings in relation to any of the IP; and
  - d. there are no proceedings threatened by or against the Approved Subcontractor in relation to any of the IP, and there is nothing that is likely to give rise to any such proceedings.
- 4.2.2 The warranty under clause 4.2.1 does not apply to the extent that the infringement arises from a failure by the Commonwealth, Commonwealth Personnel or a sublicensee of the Commonwealth to comply with a restriction specified in the TDSR Schedule.

### **5 AUSTRALIAN INDUSTRY CAPABILITY (OPTIONAL)**

***Note to drafters: Clause 5, including all subclauses, must be included in the deed when the Approved Subcontractor is an AIC Subcontractor. If clause 5 is included, all subclauses are core and required as part of the deed.***

#### **5.1 Subcontractor AIC Plan**

- 5.1.1 The Approved Subcontractor acknowledges that the Australian Industry Capability (AIC) objectives for the Contract are to:

**ANNEX A TO ATTACHMENT I**

- a. within the context of the Commonwealth obtaining value for money, identify and pursue opportunities to maximise the participation of Australian Entities in the performance of the Contract;
  - b. facilitate the creation, enhancement and/or maintenance of Industrial Capabilities within Australia and New Zealand to satisfy the Contract requirements, achieve the ADF capability objectives, and support government's and Defence's goals for Australian Industry, as set out in Defence industry policy; and
  - c. ensure that Australian Industry has the necessary technology, IP rights, TD, know-how and know-why to participate in future development and sustainment work in relation to the materiel system.
- 5.1.2 The Approved Subcontractor's approach and obligations for giving effect to the objectives described in clause 5.1.1 shall be set out in the Subcontractor AIC Plan, which shall detail the specific activities and other commitments that the Approved Subcontractor will undertake in connection with the performance of the Approved Subcontract.
- 5.1.3 The Approved Subcontractor shall undertake the required activities to comply with the AIC Obligations in accordance with the Approved Subcontract. Without limiting those AIC Obligations, and with the aim of achieving the AIC objectives referred to in clause 5.1.1, the Approved Subcontractor shall continually:
- a. identify and promote opportunities for enhancing the quality of Australian Industry participation in the performance of the Approved Subcontract, particularly in relation to developing, enhancing and maintaining Industry Capabilities;
  - b. monitor and explore opportunities for the increased involvement of Australian Industry in the performance of the Approved Subcontract; and
  - c. liaise with the Contractor in relation to AIC in the performance of the Approved Subcontract and reporting on its performance of the AIC Obligations in accordance with the Approved Subcontract.
- 5.1.4 The Approved Subcontractor shall comply with the Subcontractor AIC Plan.

**5.2 Independent AIC Audit Program**

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- 5.2.1 Without limiting the Commonwealth's rights under clause 6, the Approved Subcontractor acknowledges and agrees that the Approved Subcontractor's compliance with its AIC related obligations under this Deed and the Approved Subcontract may be audited as part of the Commonwealth's Independent AIC Audit Program.
- 5.2.2 Each person conducting the Commonwealth's Independent AIC Audit Program is a person authorised by the Commonwealth for the purposes of clause 6.

**5.3 Reporting**

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- 5.3.1 Within 30 Working Days of the Effective Date, or otherwise on request by the Commonwealth in relation to a proposed Contract Change Proposal to the Contract, the Approved Subcontractor shall provide the Commonwealth with a report which provides a breakdown of the Approved Subcontract price to level 4 of the contract work breakdown structure for the Approved Subcontract in respect of each of the following categories, separating amounts in respect of each category into budgeted Australian Contract Expenditure (ACE) and budgeted Imported Contract Expenditure (ICE) (and where reference to a '**Subcontract**' means a subcontract to the Approved Subcontract):
- a. labour costs (excluding labour provided through a Subcontract);
  - b. materials costs (excluding materials provided through a Subcontract);
  - c. other direct costs<sup>1</sup>, including travel and accommodation costs;
  - d. Subcontract costs (inclusive of all Subcontractors to the Approved Subcontractor, with the breakdown of the Subcontract price into ACE and ICE amounts to be provided for

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<sup>1</sup> Refer to the CASG Cost Principles regarding the scope of direct costs / direct expenses.  
Annex to Draft Conditions of Contract (V5.3)

## ANNEX A TO ATTACHMENT I

each of the top 10 Subcontractors (by price), with all other Subcontractors provided as the 11<sup>th</sup> entry, showing consolidated amounts for ACE and ICE);

- e. indirect costs (including overheads and general and administrative costs); and
- f. all remaining price elements, including management reserve, profit and incentives, as applicable to the Approved Subcontractor's work scope and in relation to Subcontracts.

5.3.2 Within 30 Working Days after the occurrence of an ACE Measurement Point, or otherwise on request by the Commonwealth in relation to a proposed Contract Change Proposal to the Contract, the Approved Subcontractor shall provide the Commonwealth with a report which provides a breakdown of the actual costs incurred in performing the Approved Subcontract up until and including the ACE Measurement Point or the date specified in the Commonwealth's request (as applicable), with this breakdown to be provided to level 4 of the contract work breakdown structure for the Subcontract in respect of each of the following categories, separating amounts in respect of each category into ACE and ICE (and where reference to a '**Subcontract**' means a subcontract to the Approved Subcontract):

- a. labour costs (excluding labour provided through a Subcontract);
- b. materials costs (excluding materials provided through a Subcontract);
- c. other direct costs, including travel and accommodation costs;
- d. Subcontract costs (inclusive of all Subcontractors to the Approved Subcontractor, with the breakdown of the Subcontract price into ACE and ICE amounts to be provided for each of the top 10 Subcontractors (by price), with all other Subcontractors provided as the 11<sup>th</sup> entry, showing consolidated amounts for ACE and ICE); and
- e. indirect costs (including overheads and general and administrative costs).

## 6 COMMONWEALTH ACCESS (CORE)

6.1.1 During the performance of the Approved Subcontract, the Approved Subcontractor shall, subject to the Commonwealth giving five Working Days' prior notice to the Approved Subcontractor, provide the Commonwealth and any person authorised by the Commonwealth, access to Approved Subcontractors' premises, and to records and accounts in connection with the performance of work under the Approved Subcontract, including the right to copy. However, in the event of an emergency, an accident or incident investigation, a threat to WHS or the Environment, the Commonwealth may require, and the Approved Subcontractor shall provide, immediate access to the premises, records or accounts for any purpose related to such emergency, investigation or threat. The Commonwealth may copy any records or accounts for such purposes.

6.1.2 Without limiting clauses 6.1.1 and 6.1.3, the Approved Subcontractor acknowledges and agrees that:

- a. the Auditor-General has the power under the *Auditor Act 1997* (Cth) to conduct audits (including performance audits) of the Approved Subcontractor in relation to the Approved Subcontract;
- b. the Auditor-General may give a copy of, or an extract from, a report on an audit in relation to the Approved Subcontract to any person (including a Minister) who, in the Auditor-General's opinion, has a special interest in the report or the content of the extract; and
- c. the Commonwealth may authorise the Auditor-General, or member of the staff of the Australian National Audit Office, to access premises, records and accounts under clause 6.1.1.

6.1.3 Without limiting the generality of clause 6.1.1, the purposes for which the Commonwealth or any person authorised by the Commonwealth may require access include:

- a. inspecting CMCA, attending, conducting or checking stocktakes of CMCA, including viewing and assessing the Approved Subcontractor's inventory control and stocktaking systems, and removing CMCA that is no longer required for the performance of the Approved Subcontract;
- b. performing audit and Surveillance activities in relation to Quality;

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**Option: Include this subclause when the Approved Subcontractor is an AIC Subcontractor.**

- c. auditing the Approved Subcontractor's compliance with AIC related obligations under this Deed and the Approved Subcontract including validating progress in meeting the Subcontractor AIC Plan;
- d. investigating the reasonableness of proposed prices or costs in any CCP submitted to the Contractor under the Approved Subcontract;
- e. investigating:
  - (i) postponement costs claimed;
  - (ii) schedule recovery costs claimed;
  - (iii) cost reimbursement payments;
  - (iv) Defect rectification costs claimed; and
  - (v) any other claims made by the Approved Subcontractor under the Approved Subcontract;
- f. determining whether and to what extent steps should be taken to register or otherwise protect Commonwealth IP;

**Option: Include this subclause if clause 2 is included in the deed.**

- g. validating the Contractor's compliance with clause 2 and the TDSR Schedule;
- h. auditing raw data, Software, and Source Code for the purpose of validating the Approved Subcontractor's performance under this Deed and the Approved Subcontract;

**Option: Include this subclause if clause 7 is included in the deed.**

- i. performing reviews of the Earned Value Management System;
- j. without being under any obligation to do so, monitoring the Approved Subcontractor's compliance with any applicable laws or Approved plans in connection with the protection of Work Health and Safety (WHS) or the Environment, including the development and implementation of any systems, policies or procedures related to WHS and environmental compliance as required under the Approved Subcontract;
- k. assessing the financial viability of the Approved Subcontractor to perform and complete the Approved Subcontract; and
- l. such other matters specified in the Approved Subcontract.

6.1.4 The Commonwealth shall comply with, and shall require any delegate or person authorised by the Commonwealth to comply with, any reasonable Approved Subcontractor safety and security requirements or codes of behaviour for the premises.

## 7 EARNED VALUE MANAGEMENT (OPTIONAL)

**Note to drafters: Clause 7 must be included when the Approved Subcontractor is required to have an earned value management system (to provide reports on earned value) in accordance with the Approved Subcontract.**

- 7.1.1 The Approved Subcontractor shall provide the Commonwealth EVPRs to the Commonwealth at the same time as it provides the Contractor EVPRs to the Contractor (or when otherwise required by the Commonwealth where the Approved Subcontract does not specify timing for the provision of a Contractor EVPR).
- 7.1.2 The Approved Subcontractor and the Commonwealth acknowledge and agree that, where analysis of the Commonwealth EVPRs identifies a variance, which may not have been evident to the Contractor in the Contractor EVPRs, the Commonwealth may discuss this variance with the Contractor, but the Commonwealth will do so in a manner that does not result in the sharing any of the underlying financial data with the Contractor.

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**8 LAW****8.1 Goods and Services Tax (Core)**

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- 8.1.1 In this clause, "GST" means a Commonwealth goods and services tax imposed by the *A New Tax System (Goods and Services Tax) Act Cth 1999* and the expressions "adjustment event", "taxable supply" and "tax invoice" have the meaning as in that Act.
- 8.1.2 If a party to this Deed ("the Supplier") makes a taxable supply under this Deed or in connection with any matter or thing occurring under this Deed to another party to this Deed (the "Recipient") and the consideration otherwise payable for the taxable supply does not include GST, the Supplier will be entitled, in addition to any other consideration recoverable in respect of the taxable supply, to recover from the Recipient the amount of any GST on the taxable supply.
- 8.1.3 If the amount paid by the Recipient to the Supplier in respect of GST differs from the GST on the taxable supply (taking into account any adjustment events that occur in relation to the taxable supply), an adjustment shall be made. If the amount paid by the Recipient exceeds the GST on the taxable supply, the Supplier shall refund the excess to the Recipient. If the amount paid by the Recipient is less than the GST on the taxable supply, the Recipient shall pay the deficiency to the Supplier.
- 8.1.4 A party will not be obliged to pay any amount in respect of GST to the other party unless a valid tax invoice has been issued in respect of that GST.

**8.2 No Exclusion of Law or Equity (Core)**

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- 8.2.1 Subject to its terms, this Deed shall not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

**8.3 Waiver (Core)**

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- 8.3.1 Failure by either party to enforce a provision of this Deed shall not be construed as in any way affecting the enforceability of that provision or the Deed as a whole.

**8.4 Remedies (Core)**

---

- 8.4.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.
- 8.4.2 Subject to the terms of this Deed, the rights and obligations of the parties under this Deed are in addition to and not in derogation of any other right or obligation between the parties under any other deed or agreement to which they are parties.

**8.5 Variation (Core)**

---

- 8.5.1 This Deed may only be varied by written agreement of the parties.

**8.6 Applicable Law (Core)**

---

- 8.6.1 The laws of the **[INSERT RELEVANT STATE OR TERRITORY]** apply to this Deed, and the courts of that State or Territory have non-exclusive jurisdiction to decide any matter relating to this Deed.

**8.7 Notices (Core)**

---

- 8.7.1 Unless the contrary intention appears, any notice or communication under this Deed shall be effective if it is in writing and sent from and delivered to the relevant party, at the following address:

**(INSERT COMMONWEALTH ADDRESS, FAX NUMBER AND EMAIL)**

**(INSERT APPROVED SUBCONTRACTOR ADDRESS, FAX NUMBER AND EMAIL)**

- 8.7.2 A notice or communication is deemed to be delivered:
- if sent by pre-paid post, when received at the address;
  - if hand delivered, when received at the address, or by the addressee if sooner;

**ANNEX A TO ATTACHMENT I**

- c. if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice, unless within one Working Day after that transmission, the recipient informs the sender that it has not received the entire notice; or
- d. if sent as an email, when the email enters the addressee's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the addressee,

but if the receipt, transmission or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is taken to be received at 9.00am (recipient's local time) on the next Working Day.

ANNEX A TO ATTACHMENT I

SIGNED AS A DEED

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA:

-----  
(signature) (print name and position) (date)

In the presence of:

-----  
(signature) (print name) (date)

SIGNED, SEALED AND DELIVERED for and on behalf of

THE APPROVED SUBCONTRACTOR:

**Note for Deed Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:**

***http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394***

***This guidance is developed for Commonwealth Personnel and should be used to assess the Approved Subcontractor's execution of the Deed. The Approved Subcontractor should seek its own independent legal advice on its execution of the Deed.***

(INSERT APPROPRIATE SUBCONTRACTOR'S EXECUTION CLAUSE)

**OFFICIAL**  
**ANNEX A TO ATTACHMENT I**

**SCHEDULE 1****TECHNICAL DATA & SOFTWARE RIGHTS SCHEDULE (OPTIONAL)**

***Note to drafters: This schedule including all of its annexes should be included, and tables populated appropriately, when clause 2 is included in the Approved Subcontractor Deed.***

***The TDSR Schedule used in this Deed should reflect the restrictions on TD and Software supplied by the Approved Subcontractor and included in the TDSR Schedule to the Contract. If the Approved Subcontractor is engaged before the TDSR Schedule under the Contract is updated to take into account that engagement, a CCP under clause 11.1 of the COC should be raised to update the TDSR Schedule in the Contract in conjunction with the execution of this Deed.***

- 1.2 This Technical Data and Software Rights (TDSR) Schedule consists of the following Annexes:
- a. Annex A – Highly Sensitive TD and Highly Sensitive Software;
  - b. Annex B – Delivery and Licence Restrictions on Use of TD and Software;
  - c. Annex C – Key Commercial Items;
  - d. Annex D – Commonwealth TD and Commonwealth Software;
  - e. Annex E – Excluded Parties; and
  - f. Annex F – Patents, Registrable Designs and Circuit Layouts.

**OFFICIAL**  
**ANNEX A TO ATTACHMENT I**

**SCHEDULE 1**

**ANNEX A – HIGHLY SENSITIVE TD AND HIGHLY SENSITIVE SOFTWARE (CORE)**

**Note to Tenderers: This table should reflect Annex A in the TDSR Schedule for the Contract, in respect of Highly Sensitive TD and Highly Sensitive Software provided by the Approved Subcontractor.**

Unique Line Item Description	Item Reference within SSTDL / Software List	Owner or Licensor	System/ Subsystem/ Component/CI Name	Description of TD or Software	Restrictions on Commonwealth's rights to Use or Sublicense the TD or Software	Justification for Restriction (s)
(a)	(b)	(c)	(d)	(e)	(f)	(g)

**OFFICIAL**  
**ANNEX A TO ATTACHMENT I**

**SCHEDULE 1**

**ANNEX B – DELIVERY AND LICENCE RESTRICTIONS ON USE OF TD AND SOFTWARE (CORE)**

**Note to Tenderers: This table should reflect Annex B in the TDSR Schedule for the Contract, in respect of TD and Software provided by the Approved Subcontractor.**

Unique Line Item Description	Owner or Licensor	System/ Subsystem/ Component/ CI Name	Description of TD or Software subject to Restriction (refer Unique Line Item Description from Annex D if appropriate)	Restricted Delivery Arrangements? (Yes/No)  If yes, specify identity of recipient(s) or nature of the restrictions in column (g)	Restrictions on Commonwealth rights to Use or Sublicence the TD or Software	Justification for Restriction (s)
(a)	(b)	(c)	(d)	(e)	(f)	(g)

**OFFICIAL**  
**ANNEX A TO ATTACHMENT I**

**SCHEDULE 1****ANNEX C – KEY COMMERCIAL ITEMS (CORE)**

**Note to tenderers:** *This table should reflect Annex C in the TDSR Schedule for the Contract, in respect of Commercial Items required to be delivered by the Approved Subcontractor and for which the Approved Subcontractor owns the IP in the related Commercial TD or Commercial Software (which should also be listed). The terms applicable to the licence proposed to be granted for the item are also to be specified. The tenderer may complete column (d) by reference to other documents from which those terms are ascertainable.*

Unique Line Item Description	Description of Key Commercial Item System/ Subsystem/ Component/CI Name	Description of related Commercial TD or Commercial Software (including version number and use)	Licence Terms
(a)	(b)	(c)	(d)

ANNEX A TO ATTACHMENT I

SCHEDULE 1

ANNEX D – COMMONWEALTH TD AND COMMONWEALTH SOFTWARE (CORE)

**Note to Tenderers: This table should reflect Annex D in the TDSR Schedule for the Contract, in respect of Commonwealth TD and Commonwealth Software that will be created by the Approved Subcontractor.**

Unique Line Item Description	Item References within SSTDL / Software List	Equipment System/ Subsystem/ Component/CI Name	Category of TD or Software	Name of Assignee	Restrictions on non-Commonwealth owned IP (refer Unique Line Item Description from Annex B if required)	Restrictions on licences granted by the Commonwealth to Commonwealth TD or Commonwealth Software
(a)	(b)	(c)	(d)	(e)	(f)	(g)

**OFFICIAL**  
**ANNEX A TO ATTACHMENT I**

**SCHEDULE 1**

**ANNEX E – EXCLUDED PARTIES (CORE)**

**Note to Tenderers: This table should reflect Annex E in the TDSR Schedule for the Contract, in respect of Excluded Parties identified by the Approved Subcontractor.**

Unique Line Item Description	Excluded Party (party must be capable of being clearly identified by the Commonwealth)	Period of Restriction (must not be perpetual)	Justification for Non-Disclosure Restriction
(a)	(b)	(c)	(d)

**OFFICIAL**  
**ANNEX A TO ATTACHMENT I**

**SCHEDULE 1****ANNEX F – PATENTS, REGISTRABLE DESIGNS AND CIRCUIT LAYOUTS (CORE)**

**Note to Tenderers: This table should reflect the equivalent table under Annex F of the TDSR Schedule for the Contract, in respect of restrictions on a Patent, Registrable Design or Circuit Layout provided by the Approved Subcontractor.**

Unique Line Item Description	Supplies containing a Patent, Registrable Design or Circuit Layout (pending or registered)	Type of IP (Patent, Registrable Design or Circuit Layout)	Owner / IP Applicant	Application / Registration No (if applicable)	Countries or regions of permitted use	Restriction
(a)	(b)	(c)	(d)	(e)	(f)	(g)

**SCHEDULE 2**

**CONFIDENTIALITY DEED POLL**

(INSERT NEGOTIATED FORM OF CONFIDENTIALITY DEED)

**SCHEDULE 3**

**CONFIDENTIAL INFORMATION**

(INSERT EXTRACT OF NEGOTIATED ATTACHMENT N TO THE CONDITIONS OF CONTRACT)

## ANNEX B TO ATTACHMENT I

## CONFIDENTIALITY DEED POLL (CORE)

This Deed Poll is made on **(INSERT DATE)** by:

**(INSERT NAME OF CONFIDANT AND ACN/ARBN AND ABN AS APPLICABLE)** ('the Confidant') in favour of the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth') and each Relevant Third Party.

## RECITALS:

- A. The Confidant may become aware of or have access to Confidential Information.
- B. The Confidant agrees to take all necessary steps to ensure that the Confidential Information is kept confidential, and is used for the Permitted Purposes.

## AGREED TERMS

## 1. DEFINITIONS

1.1 In the interpretation of this Deed, unless the contrary intention appears:

"Confidential Information" means:

- a. any information that is identified at Schedule 1 to this Deed; and
- b. any other information:
  - (i) that is commercially sensitive (not generally known or ascertainable);
  - (ii) the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and
  - (iii) that was provided with an express or implied understanding that it would remain confidential;

but does not include information which:

- c. is or becomes public knowledge other than by breach of this Deed;
- d. is in the possession of the party without restriction in relation to disclosure before the date of receipt; or
- e. has been independently developed or acquired by the receiving party.

"Documents" include:

- a. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and
- b. any article or material from which sound, images or writings are capable of being reproduced with or without the aid of any other article or device.

"Permitted Purposes" means

- a. the purposes described in Schedule 1 to this Deed; and
- b. any other purpose that may be approved in writing by the Commonwealth from time to time.

"Personnel" means any officer, employee, or agent of the Confidant.

"Related Body Corporate" has the meaning given by section 9 of the *Corporations Act 2001* (Cth).

"Relevant Third Party" means each entity, if any, described in Schedule 1 to this Deed, or as notified to the Confidant by the Commonwealth from time to time.

"Working Day", in relation to the doing of an action in a place, means any day in that place other than:

- c. a Saturday, Sunday or public holiday; and

**ANNEX B TO ATTACHMENT I**

- d. any day within the two-week period that starts on:
  - (i) the Saturday before Christmas Day; or
  - (ii) if Christmas Day falls on a Saturday, Christmas Day.

**2. INTERPRETATION**

2.1 In this Deed, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of this Deed;
- b. the singular includes the plural and vice versa;
- c. a reference to one gender includes any other;
- d. a reference to a person includes a body politic, body corporate or a partnership;
- e. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the next Working Day;
- f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- g. a reference to a clause includes a reference to a subclause of that clause;
- h. a reference to a "dollar", "\$", "\$A" or "AUD" means the Australian dollar unless otherwise stated;
- i. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on date of entering into the Deed, or alternatively, a reference to another version of the Document if agreed in writing between the parties;
- j. the word "includes" in any form is not a word of limitation; and
- k. a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of this Deed.

**3. CONFIDENTIALITY UNDERTAKINGS**

3.1 The Confidant:

- a. acknowledges and agrees that this Deed is for the benefit of the Commonwealth and any Relevant Third Party and is directly enforceable by the Commonwealth or any Relevant Third Party, even though they are not parties to this Deed;
- b. shall ensure that the Confidential Information is kept confidential and secure from disclosure;
- c. shall only use the Confidential Information for the Permitted Purposes;
- d. shall not without the prior written consent of the Commonwealth, disclose or permit any person to disclose any of the Confidential Information to any person, other than as permitted under clause 3.2; and
- e. shall promptly notify the Commonwealth of any unauthorised possession, disclosure or use of the Confidential Information contrary to this Deed, and take all steps necessary to prevent the recurrence of such possession, disclosure or use.

3.2 Clause 3.1 does not apply to a disclosure of any Confidential Information to the extent that the disclosure is for any of the following purposes:

- a. as required or authorised by law;
- b. as necessary for the conduct of any legal proceedings;
- c. to any of the following persons:
  - (i) a legal adviser, insurer, financier, auditor or accountant of a party to the extent required to enable them to perform those roles;
  - (ii) a Related Body Corporate for internal management purposes;

**ANNEX B TO ATTACHMENT I**

- (iii) any of the Confidant's Personnel who need to know the information to enable the Confidant to carry out the Permitted Purposes.

3.3 The Confidant acknowledges that it may be provided with the ability to access Commonwealth-held information (in addition to the Confidential Information) in connection with its performance of the Permitted Purposes, including through access to Commonwealth information technology systems. Without limiting the Confidant's other obligations under this Deed or otherwise at law, the Confidant shall not seek to access or use Commonwealth-held information except to the extent strictly required to undertake the Permitted Purposes.

**4. CONFIDANT'S REPRESENTATIVES**

4.1 The Confidant shall ensure that its Personnel (whether or not still employed or engaged in that capacity) do not do or omit to do anything which, if done or omitted to be done by the Confidant, would be a breach of the Confidant's obligations under this Deed.

4.2 The Confidant shall give the Commonwealth all assistance it reasonably requires to take any action or bring any proceedings for breach of the undertaking contained in clause 4.1.

**5. RETURN OF CONFIDENTIAL INFORMATION**

5.1 Without limiting the Confidant's obligations at law, the Confidant shall deliver to the Commonwealth or the Relevant Third Party (as applicable), or destroy or erase, as required by the Commonwealth, all Documents and any other material (including electronically stored or otherwise) in its possession, power or control which contain or relate to the Confidential Information on the earlier of:

- a. the date specified in a notice given by the Commonwealth (acting reasonably), and
- b. the time the Documents and any other material are no longer required for the Permitted Purposes.

5.2 The Confidant may retain, and will not be required to return or destroy, any documents containing or relating to Confidential Information, where such documents are:

- (i) retained in order to comply with any legal, professional or insurance obligations; or
- (ii) stored in electronic backups or records that are produced in the normal course of business where it is not reasonably practicable to destroy such backups or records.

5.3 If the Commonwealth gives a notice under this clause 5, and the Confidant has placed or is aware that Documents containing the Confidential Information are beyond its possession or control, then the Confidant shall provide full particulars of the whereabouts of the Documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.

5.4 The Confidant shall ensure that its Personnel and each person to whom it (or its Personnel) has disclosed any Confidential Information comply with the requirements of this clause 5 as if personally bound by it.

5.5 Return or destruction of any Confidential Information does not release the Confidant from its obligations under this Deed.

**6. SURVIVAL**

6.1 This Deed shall survive the termination or expiry of any contract or agreement between the Confidant and the Commonwealth or any Relevant Third Party.

**7. INDEMNITY**

7.1 The Confidant indemnifies the Commonwealth and the Relevant Third Party, their officers, employees and agents against all liability or loss arising directly or indirectly from, and any costs, charges and expenses (including the cost of settling any action) arising or incurred in connection with:

- a. any breach by the Confidant of this Deed; or
- b. any act or omission by any of the Confidant's Personnel which, if done or omitted to be done by the Confidant, would breach of the Confidant's obligations under this Deed.

**ANNEX B TO ATTACHMENT I****8. INJUNCTIVE RELIEF**

- 8.1 The Confidant acknowledges that damages may not be a sufficient remedy for the Commonwealth or a Relevant Third Party for any breach of this Deed and that the Commonwealth and each Relevant Third Party is entitled to injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or in equity.

**9. WAIVER**

- 9.1 Failure by the Commonwealth or a Relevant Third Party to enforce a provision of this Deed shall not be construed as in any way affecting the enforceability of that provision or this Deed as a whole.

**10. REMEDIES CUMULATIVE**

- 10.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law, in equity or any other such right or remedy.

**11. OTHER INSTRUMENTS**

- 11.1 Subject to the other covenants of this Deed, the rights and obligations of the Commonwealth, each Relevant Third Party and the Confidant pursuant to this Deed are in addition to and not in derogation of any other right or obligation between the Commonwealth, Relevant Third Party and the Confidant under any other deed or agreement to which they are parties.

**12. VARIATIONS AND AMENDMENTS**

- 12.1 No term or provision of this Deed shall be amended or varied unless such amendment or variation is agreed by the Commonwealth in writing.

**13. APPLICABLE LAW**

- 13.1 The laws of **[INSERT STATE/TERRITORY]** shall apply to this Deed. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of this Deed.

**14. NOTICES**

- 14.1 Unless the contrary intention appears, any notice under this Deed shall be effective if it is in writing and sent from and delivered to the Commonwealth or Confidant, as the case may be, as detailed below:

- a. **[INSERT COMMONWEALTH ADDRESS, FAX NUMBER AND EMAIL];** or
- b. **(INSERT CONFIDANT ADDRESS, FAX NUMBER AND EMAIL).**

- 14.2 A notice given in accordance with this clause 14 is deemed to be delivered:

- a. if hand delivered, when received at the address;
- b. if sent by pre-paid post, in three Working Days when sent within Australia and in eight Working Days when sent by air mail from one country to another;
- c. if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless within one Working Day after that transmission, the recipient informs the sender that it has not received the entire notice; or
- d. if sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the recipient,

but if the receipt, transmission or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is deemed to be delivered at 9.00am (recipient's local time) on the next Working Day.

**ANNEX B TO ATTACHMENT I**

SIGNED AS A DEED POLL

(INSERT APPROPRIATE CONFIDANT'S EXECUTION CLAUSE)

***Note for Deed Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:***

***<http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>***

***This guidance is developed for Commonwealth Personnel and should be used to assess the Confidant's execution of the Deed. The Confidant should seek its own independent legal advice on its execution of the Deed.***

**ANNEX B TO ATTACHMENT I**

**SCHEDULE 1**

**1. CONFIDENTIAL INFORMATION**

***Note to drafters: It is essential to describe the specific Confidential Information that may be used and provided to the Confidant.***

1.1 (INSERT CONFIDENTIAL INFORMATION BEING PROVIDED)

**2. PERMITTED PURPOSES**

***Note to drafters: It is essential to describe the Permitted Purposes for which the Confidential Information may be used by the Confidant. The intention of this part of this Annex is to clearly and accurately define the scope of those Permitted Purposes and so confine its use for only those purposes.***

**3. RELEVANT THIRD PARTY**

***Note to drafters: Identify any Relevant Third Party with as much precision as possible. If necessary, this can be done by identifying an entity such as a company, or by describing a class of persons that can be readily identified, eg the authors of specified material.***

ANNEX C TO ATTACHMENT I

PROGRESS CERTIFICATE

Progress Certificate Number
--------------------------------

Contract Reference
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From [Contractor's name, address and ACN/ARBN and ABN as applicable]
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To [Commonwealth Representative]
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Description of Milestone
--------------------------

<p>Contractor's Certification:</p> <p>The Contractor seeks Progress Certification from the Commonwealth of Australia for the Milestone detailed on this Certificate. The Contractor certifies that the Milestone has been achieved in accordance with the Contract No (.....<b>(Amendment No (where applicable))</b>.....) except where stated in this Certificate or an attachment to this Certificate (if any).</p>
---

<p>Issue of Certificate:</p> <p>The Commonwealth of Australia issues this Certificate and acknowledges that the Milestone detailed on this Certificate has been achieved by the Contractor to the satisfaction of the Commonwealth Representative in accordance with the Contract, except to the extent that any Defect or missing Milestone Supplies are identified in this Certificate or an attachment to this Certificate.</p>
--

Authorised Signatory	Printed Name
Position Held	Date

Authorised Signatory	Printed Name
Position Held	Date

ANNEX D TO ATTACHMENT I

FINAL ACCEPTANCE CERTIFICATE

Contract Reference
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From [Contractor's name, address and A.C.N./ A.R.B.N and A.B.N. as applicable]
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To [Commonwealth Representative]
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<p>(i) Contractor's Certification:</p> <p>(ii)</p> <p>(iii) The Contractor seeks Final Acceptance Certification from the Commonwealth of Australia for the Final Acceptance Milestone. The Contractor certifies that:</p> <p>(iv) the Supplies function and integrate as required by [INSERT CONTRACT NUMBER AND WHERE APPLICABLE, AMENDMENT NUMBER];</p> <p>(v) the Contractor has fulfilled all of its obligations under the Contract, except to the extent that the Contractor's obligations expressly or by implication survive the Final Acceptance Milestone; and</p> <p>(vi) the Contractor has no outstanding claims against the Commonwealth, except for:</p> <p>(vii) the Final Acceptance Milestone as calculated in accordance with the Contract; and</p> <p>(viii) [WHERE APPLICABLE, INSERT DETAILS OF ANY OTHER CLAIM].</p>
--

<p>Commonwealth's Endorsement:</p> <p>The Commonwealth of Australia is satisfied that the Contractor has fulfilled all of its obligations under the Contract, except to the extent that the Contractor's obligations expressly or by implication survive the Final Acceptance Milestone, and the Contractor has therefore achieved Final Acceptance for the purposes of the Contract.</p>
---

Authorised Signatory	Printed Name
Position Held	Date

Authorised Signatory	Printed Name
Position Held	Date

## ANNEX E TO ATTACHMENT I

## CONTRACT CHANGE PROPOSAL (CORE)

## CONTRACT NUMBER: (INSERT CONTRACT NUMBER)

**Note to Contractor: Contract Change Proposals which involve consideration may be executed in the form of an agreement rather than a deed and the CCP execution clause needs to be tailored accordingly.**

**For the purposes of the CCP, consideration may include a change in the contract price or the delivery of additional goods or services (even if at no cost to the Commonwealth).**

**A CCP shall identify separately the cost of preparation of the CCP and any proposed variation to the payments required under the Contract and, where approved in accordance with clause 11.1 of the COC, the reasonable cost of preparation shall be taken into account in calculating the varied payments under the Contract.**

**This template CCP includes examples of how some sections may be completed. CCP drafters will need to rely on their own judgement as to how best to describe the proposed contract change.**

**If this CCP relates to changes of an administrative nature which have no impact upon the payments required under the Contract or on the Statement of Work, the Contractor may provide minimal details of the change. Responses are only required for headings denoted as mandatory.**

This CCP is dated the (INSERT DATE)

Between

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

and

(INSERT CONTRACTOR NAME, ACN/ARBN AND ABN AS APPLICABLE) having its registered office at (INSERT CONTRACTOR'S REGISTERED OFFICE) ("the Contractor")

**RECITALS**

- A. The Commonwealth has entered into a contract (INSERT CONTRACT NUMBER) dated (INSERT EFFECTIVE DATE) ("the Contract") for the supply of (INSERT BRIEF DESCRIPTION).
- B. The Contract provides that changes are to be dealt with by CCP.
- C. The Commonwealth or the Contractor proposes a change to the Contract as set out in this CCP.

**AGREED TERMS:**

CCP Number (Mandatory):

ECP Number (If applicable):

Date Raised (Mandatory):

Validity period for CCP (Mandatory):

Originator (Mandatory):

Reference in Contract (Mandatory): (INSERT CLAUSE NUMBER OR OTHER APPLICABLE CONTRACT REFERENCE)

**1. DETAILS OF PROPOSED CHANGE (MANDATORY):****Example 1:**

- 1.1 The parties agree that the Contract is amended in accordance with the following table.

## ANNEX E TO ATTACHMENT I

Amendment	Affected Provisions	Substituted / Inserted Provisions
Replace	Conditions of Contract – Attachment A – Annex C – Contract Data Requirements List (CDRL) <i>(Delete current CDRL)</i>	With <b>Appendix 1</b> (COC – Attachment A – Annex C – CDRL) (Insert Appendix 1 to this CCP)
Insert		<b>Appendix 2</b> (DID-PM-MGT-XYZ) (Insert Appendix 2 to this CCP under Attachment A – Annex C – CDRL)
Remove	DID-V&V-MGT-PQR	

**Example 2:**

- a. Old Text:
- b. New Text:

**2. JUSTIFICATION FOR PROPOSED CHANGE (MANDATORY):****3. EFFECT OF PROPOSED CHANGE (IF APPLICABLE):**

- a. Contract Price:
  - (i) Price Schedule:
  - (ii) Schedule of Payments including payment method:
  - (iii) Cost of Preparation of CCP:
- b. Delivery:
  - (i) Location:
  - (ii) Date:
- c. Scope of Work:

**Note to Contractors: This should include a description of the effect of the change on the scope of work, including where appropriate, Quality, technical/functional specification(s), warranty, training, documentation, WBS and PMB.**

- d. Australian Industry Capability:
  - (i) Australian Industry Activities (AIAs):
  - (ii) the Prescribed ACE Percentage at each future ACE Measurement Point:

**Option: For when the parties intend this CCP to take effect on a date other than the date of signature:**

**4. DATE OF EFFECT OF THIS CCP:****5. WARRANTY:**

- 5.1 In signing this CCP the Contractor warrants that the submitted cost of preparation of this CCP is true and correct.

**6. APPROVAL:**

- 6.1 The CCP and its attachments are approved. The Contract shall be deemed to be changed on the date specified in this CCP or when this CCP has been properly executed by both parties.

**Note for Contract Change Proposal Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:**

ANNEX E TO ATTACHMENT I

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

*This guidance is developed for Commonwealth Personnel and should be used to assess the Contractor's execution of the Contract Change Proposal. The Contractor should seek its own independent legal advice on its execution of the Contract Change Proposal.*

SIGNED [INSERT "AS AN AGREEMENT" OR "AND DELIVERED AS A DEED" AS APPROPRIATE]

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA:

-----  
(signature) (print name and position) (date)

In the presence of:

-----  
(signature) (print name) (date)

SIGNED for and on behalf of

THE CONTRACTOR:

(INSERT APPROPRIATE CONTRACTOR'S EXECUTION CLAUSE)

Appendix:

- 1. Engineering Change Proposal (ECP) (if applicable).

## ANNEX F TO ATTACHMENT I

## BANK GUARANTEE

**Note to tenderers: If under the Master Guarantee Program, Defence and the tenderer have pre-agreed amendments to the template Bank Guarantee Deed, the tenderer should submit that pre-agreed varied version as part of its tender, indicating the amendments that were pre-agreed. Defence will then verify whether the alterations are consistent with pre-agreed amendments. If there are any further proposed amendments beyond those that were pre-agreed, these will be assessed on a case by case basis. The final agreed deed will form this Annex F to Attachment I in any resultant Contract.**

This DEED is made on **(INSERT DATE)**

For the benefit of the Commonwealth of Australia represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth')

by **(INSERT NAME OF COMPANY)**, **(ACN/ARBN and ABN if applicable)** whose registered office is **(INSERT DETAILS)** ('the Promisor').

## RECITALS

- A. The Commonwealth has a Contract **(INSERT CONTRACT NUMBER)** dated **(INSERT DATE)** ('the Contract') with **(INSERT NAME OF CONTRACTOR)**, **(ACN/ARBN and ABN if applicable)** having its registered office at **(INSERT DETAILS)** (the 'Contractor') for the supply of **(INSERT BRIEF DESCRIPTION)**.
- B. The Contractor is required by the Contract to obtain this undertaking for the Commonwealth.

## OPERATIVE PART

1. The Promisor undertakes to pay on demand to the Commonwealth any amount or amounts which may be demanded by the Commonwealth from time to time, up to a maximum of **\$(INSERT AMOUNT)** (the 'Sum'). This undertaking is unconditional.
2. To make a demand, the Commonwealth shall give the Promisor a written notice setting out the amount demanded and the time within which it is to be paid.
3. The Promisor shall not make any inquiry in relation to the demand.
4. This undertaking continues in force until the earlier of:
  - a. the Promisor has received written notice from the Commonwealth that the undertaking is no longer required; and
  - b. the Commonwealth has received from the Promisor the whole of the Sum, or the balance after any part payment of the Sum.
5. Any payments made by the Promisor to the Commonwealth under this undertaking are to be made by electronic funds transfer with the Commonwealth of Australia identified as the payee.
6. This undertaking cannot be varied or waived under any circumstances. To avoid doubt, this undertaking is not affected if the Contract is varied, the Contractor is granted an extension of time to perform the Contract, or the Commonwealth waives a breach, failure or default of the Contractor.
7. Unless the contrary intention appears, any notice under this undertaking shall be effective if it is in writing and sent from and delivered to the Commonwealth or Promisor, as the case may be, as detailed below:

**[INSERT COMMONWEALTH ADDRESS, FAX NUMBER AND EMAIL];**  
**(INSERT PROMISOR ADDRESS, FAX NUMBER AND EMAIL).**
8. A notice given in accordance with clause 7 is delivered:
  - a. if sent by pre-paid post, when received at the address; or
  - b. if hand delivered, when received at the address,

## ANNEX F TO ATTACHMENT I

but if the receipt is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is taken to be received at 9.00am (recipient's local time) on the next Working Day. For the purpose of this clause, 'Working Day' in relation to the doing of an action in a place, means any day other than a Saturday, Sunday or public holiday in that place.

9. The laws of the **(INSERT STATE OR TERRITORY)** apply to this undertaking. The courts of that State or Territory have non-exclusive jurisdiction to decide any matter arising out of this undertaking.

SIGNED AS A DEED:

***Note for Deed Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:***

***<http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>***

***This guidance is developed for Commonwealth Personnel and should be used to assess the Promisor's execution of the Deed. The Promisor should seek its own independent legal advice on its execution of the Deed.***

**(INSERT THE PROMISOR'S USUAL SEALING CLAUSE)**

## ANNEX G TO ATTACHMENT I

**Note to tenderers: If the tenderer has a Master Guarantee and Indemnity Deed with Defence and elects to apply that deed to the Contract, this Attachment will be marked 'Not Used'.**

**DEED OF GUARANTEE AND INDEMNITY (RFT CORE)**

This DEED is made on **(INSERT DATE)**

BETWEEN

The Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth')

AND

**(INSERT NAME OF COMPANY) (INSERT ACN/ARBN AND ABN IF APPLICABLE)**, having its registered office at **(INSERT DETAILS)** ('the Guarantor').

**RECITALS**

- A. The Commonwealth and the Contractor are a party to the Guaranteed Agreements.
- B. The Guarantor has agreed to guarantee to the Commonwealth all of the Relevant Obligations and to indemnify the Commonwealth on the terms and conditions in this Deed.

**AGREED TERMS**

## ANNEX G TO ATTACHMENT I

**1 DEFINITIONS AND INTERPRETATION (CORE)****1.1 Definitions (Core)**

---

1.1.1 In the interpretation of this Deed, unless the contrary intention appears:

“Authorisation” means a licence, accreditation, permit, registration, regulatory approval, or other documented authority (however described), required by law.

“Contractor” means **(INSERT NAME OF COMPANY) (INSERT ACN/ARBN AND ABN IF APPLICABLE)**.

“Constitution” means, in relation to any person, the constitution, or similar governing document(s), of that person (if any).

“Corporations Act” means the *Corporations Act 2001* (Cth).

“Event of Default” means any event which entitles the Commonwealth to terminate a Guaranteed Agreement for Contractor default.

“Event of Insolvency” means, in respect of a person:

- a. the person:
  - (i) becoming insolvent;
  - (ii) ceasing to carry on all or a material part of its business; or
  - (iii) taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- b. the appointment of a Controller (as defined in the *Corporations Act 2001* (Cth)), a liquidator or provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property;
- c. the person becoming subject to external administration provided for in Chapter 5 of the *Corporations Act 2001* (Cth);
- d. the person suffering execution against, or the holder of a Security Interest or any agent on its behalf taking possession of, any of the person's property (including seizing the person's property within the meaning of section 123 of the *Personal Property Securities Act 2009* (Cth));
- e. the person being taken under section 459F(1) of the *Corporations Act 2001* (Cth) to have failed to comply with a statutory demand;
- f. an order or resolution for the winding up or deregistration of the person;
- g. a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or
- h. any analogous event under the law of any applicable jurisdiction.

**Note to drafters: Drafters to consider whether any additional agreements should be included in this definition.**

“Guaranteed Agreements” means:

- a. the contract dated **(INSERT DATE)** between the Commonwealth and the Contractor for the supply of **(INSERT REQUIREMENT)**; and
- b. **(INSERT DETAILS)**.

“Guaranteed Money” means all amounts the payment or repayment of which from time to time forms part of the Relevant Obligations and includes any amount recoverable as a debt to the Commonwealth in relation to the Guaranteed Agreement.

“Obligor” means the Contractor or the Guarantor.

“Power” means any right, power, authority, discretion, remedy or privilege.

**ANNEX G TO ATTACHMENT I**

“Relevant Obligations” means all of the liabilities and obligations of the Contractor to the Commonwealth under or by reason of the Guaranteed Agreements and includes any liabilities or obligations of the Contractor which:

- a. are liquidated or unliquidated;
- b. are present, prospective or contingent;
- c. are in existence before or come into existence on or after the date of this Deed; or
- d. relate to the payment of money or the performance or omission of any act.

“Security Interest” means each of the following:

- a. a security for the payment of money or performance of an obligation, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;
- b. a “security interest” as defined in section 12(1) or (2) of the *Personal Property Securities Act 2009* (Cth); and
- c. an agreement to create any of these or allow any of these to exist.

“Unpaid Sum” means any sum due and payable by the Guarantor under this Deed but unpaid.

“Working Day”, in relation to the doing of an action in a place, means any day in that place other than:

- a. a Saturday, Sunday or public holiday; and
- b. any day within the two-week period that starts on:
  - (i) the Saturday before Christmas Day; or
  - (ii) if Christmas Day falls on a Saturday, Christmas Day.

**1.2 Interpretation (Core)**

---

1.2.1 In this Deed, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of this Deed;
- b. the singular includes the plural and vice-versa;
- c. a reference to one gender includes any other;
- d. a reference to a person includes a body politic, body corporate or a partnership;
- e. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the end of the next Working Day;
- f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- g. a reference to a clause includes a reference to a sub-clause of that clause;
- h. a reference to a “dollar”, “\$”, “\$A” or “AUD” means the Australian dollar;
- i. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the date of this Deed, or alternatively, a reference to another version of the document if agreed in writing between the parties;
- j. the word “includes” in any form is not a word of limitation;
- k. a reference to a party includes that party’s administrators, successors, and permitted assigns, including any person to whom that party novates any part of this Deed; and
- l. a reference to a document (including any Guaranteed Agreement) is to that document as varied, novated, ratified, replaced or restated from time to time.

**ANNEX G TO ATTACHMENT I****1.3 Joint and Several Liability (Optional)**

---

**Note to drafters: Include this clause where the Guarantor comprises more than one party.**

- 1.3.1 The expression "Guarantor" refers to each person identified as a Guarantor, and the obligations of the Guarantors under this Deed bind each person identified as a Guarantor, jointly and severally.

**1.4 Liability as Guarantor and Indemnifier (Core)**

---

- 1.4.1 Any reference in this Deed to the obligations or liabilities of the Guarantor shall be construed as a reference to its obligations or liabilities, whether as a guarantor or an indemnifier or both, under this Deed.

**1.5 Principal Obligation (Core)**

---

- 1.5.1 Each obligation of the Guarantor under this Deed constitutes a principal, not a secondary or ancillary obligation, such that, without limiting in any way the operation of any of the other provisions of this Deed, any limitation on the liability of the Guarantor which would otherwise arise by reason of its status as a guarantor, co-guarantor, indemnifier or co-indemnifier, is negated.

**1.6 No Bias against Drafting Party (Core)**

---

- 1.6.1 No term or provision of this Deed shall be construed against a party on the basis that this Deed or the term or provision in question was put forward or drafted by that party.

**2 GUARANTEE (CORE)****2.1 Guarantee (Core)**

---

- 2.1.1 Subject to clause 2.4, the Guarantor irrevocably and unconditionally guarantees to the Commonwealth the due and timely performance by the Contractor of all the Relevant Obligations.

**2.2 Performance of Relevant Obligations (Core)**

---

- 2.2.1 Subject to clause 2.4, if the Contractor fails to perform any of the Relevant Obligations in accordance with the relevant Guaranteed Agreement, the Guarantor shall, in addition to its obligations under clause 2.3, on demand from time to time by the Commonwealth, immediately cause to be performed, such Relevant Obligations required to be performed by the Contractor in accordance with that Guaranteed Agreement.

**2.3 Payment by Guarantor (Core)**

---

- 2.3.1 Subject to clause 2.4, if the Contractor does not pay the Guaranteed Money when due in accordance with the terms of the relevant Guaranteed Agreement, the Guarantor shall within three Working Days following demand by the Commonwealth, pay to the Commonwealth the Guaranteed Money which is then due and unpaid.

**2.4 Limitation of Liability (Core)**

---

- 2.4.1 Subject to clause 7.1.1, the Guarantor's liability pursuant to this Deed in respect of any Guaranteed Agreement shall be no greater than the aggregate of the remaining Relevant Obligations of the Contractor as they exist from time to time pursuant to or arising out of that Guaranteed Agreement and the Guarantor shall be entitled to all defences and limitations of liability to which the Contractor is entitled under that Guaranteed Agreement. The total sum recoverable from the Guarantor under this Deed in respect of any Guaranteed Agreement shall not exceed the liability the Contractor would otherwise have for the Relevant Obligations under that Guaranteed Agreement.

**3 INDEMNITY (CORE)**

- 3.1.1 Subject to clause 2.4, the Guarantor, as a separate additional and primary liability, shall irrevocably and unconditionally indemnify the Commonwealth against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor

**ANNEX G TO ATTACHMENT I**

and own client basis), compensation or expense sustained or incurred by the Commonwealth arising out of or as a consequence of:

- a. any failure by the Contractor to perform the Relevant Obligations in accordance with the Guaranteed Agreements; or
- b. any obligation or liability that would otherwise form part of the Relevant Obligations being void, voidable or unenforceable against or irrecoverable from the Contractor for any reason (including the insolvency of the Contractor), whether or not the Commonwealth knew or ought to have known of that reason.

**4 NATURE AND PRESERVATION OF LIABILITY (CORE)****4.1 Absolute and Unconditional Liability (Core)**

---

4.1.1 Subject to clause 2.4, the liability of the Guarantor under this Deed:

- a. is absolute and is not subject to the performance of any condition precedent or subsequent; and
- b. shall not be affected by any act, omission, matter or thing which may release the Guarantor from that liability or reduce the liability of the Guarantor (other than an express release of the Guarantor from all of its liabilities under this Deed) including any of the following:
  - (i) the occurrence before, on or at any time after, the date of this Deed of any Event of Insolvency in relation to any Obligor;
  - (ii) any Guaranteed Agreement or any payment or other act, the making or doing of which would otherwise form part of the Relevant Obligations being or becoming or being conceded to be frustrated, illegal, invalid, void, voidable, unenforceable or irrecoverable in whole or in part for any reason whether past, present or future;
  - (iii) the Commonwealth granting time, waiver or other concession to, or making any composition, arrangement or compromise with any other Obligor (including to or with the Contractor in respect of the liability of the Guarantor) or any other person;
  - (iv) the Commonwealth not exercising or delaying (whether deliberately, negligently, unreasonably or otherwise) in the exercise of any Power it has for the enforcement of any Guaranteed Agreement or any Relevant Obligation;
  - (v) the determination, rescission, repudiation or termination, or the acceptance of any of the foregoing, by the Commonwealth or any other Obligor of any Guaranteed Agreement or any Relevant Obligation;
  - (vi) any variation to any Guaranteed Agreement or any Relevant Obligation, whether or not that variation is substantial or material or imposes an additional liability on or disadvantages any Obligor;
  - (vii) the full, partial or conditional release or discharge by operation of law of any other Obligor from any Guaranteed Agreement or any Relevant Obligation;
  - (viii) the transfer, assignment or novation by the Commonwealth or any Obligor of all or any of its rights or obligations under any Guaranteed Agreement;
  - (ix) any person, whether named as a party or not, does not execute any Guaranteed Agreement or the execution of any Guaranteed Agreement by any person is invalid, forged or irregular in any way; or
  - (x) any failure by the Commonwealth to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known to, or which ought to have been known by, the Commonwealth relating to or affecting any Obligor at any time before or during the term of any Guaranteed Agreement, whether prejudicial or not to the rights and liabilities of the Guarantor and whether or not the Commonwealth was under a duty to disclose that fact, circumstance, event or thing to any Obligor.

**ANNEX G TO ATTACHMENT I****4.2 No Merger (Core)**

---

- 4.2.1 The guarantee and indemnity from the Guarantor under this Deed is in addition to and does not merge with, postpone, lessen or otherwise prejudicially affect any Guaranteed Agreement or any other Power of the Commonwealth.

**4.3 No Obligation to Gain Consent (Core)**

---

- 4.3.1 The Guarantor has no right or entitlement to consent to or be made aware of any event referred to in clause 4.1.1b, any transaction between the Commonwealth and any Obligor or any particulars concerning any obligation or liability that forms part of the Relevant Obligations.

**4.4 Appropriation (Core)**

---

- 4.4.1 The Commonwealth is under no obligation to marshal or appropriate in favour of the Guarantor, or to exercise, apply, transfer or recover in favour of the Guarantor, any Security Interest or any funds or assets which the Commonwealth holds, has a claim on, has received or is entitled to receive, but may do so in the manner and order as the Commonwealth determines in its discretion.

**4.5 Void or Voidable Transactions (Core)**

---

- 4.5.1 If a claim that a payment to the Commonwealth in connection with this Deed or any Guaranteed Agreement is void or voidable (including a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld by a court of competent jurisdiction or conceded or compromised then the Commonwealth is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this Deed if the payment had not occurred.

**4.6 Claim or Demand on the Guarantor (Core)**

---

- 4.6.1 Where any Guaranteed Agreement obliges the Commonwealth to deliver a notice or demand to the Contractor or to comply with an obligation (including observing time periods for performance and Contractor opportunities to cure defaults) prior to the Commonwealth exercising a right under that Guaranteed Agreement in respect of a failure by the Contractor to comply with a Relevant Obligation, the Commonwealth shall deliver that notice or demand to the Contractor or comply with that obligation (including observing time periods for performance and Contractor opportunities to cure defaults) before making a demand under this Deed in respect of a failure by the Contractor to comply with that Relevant Obligation.
- 4.6.2 Subject to the Commonwealth complying with clause 4.6.1, the Guarantor agrees that the Commonwealth is not required to make any claim or demand on any Obligor, or to otherwise enforce any Guaranteed Agreement or any other right, power or remedy against any other Obligor, before making any demand or claim on the Guarantor.

**4.7 Waiver of Rights (Core)**

---

- 4.7.1 The Guarantor may not exercise any right of contribution, indemnity or subrogation which it might otherwise be entitled to claim and enforce against or in respect of any other Obligor before the Relevant Obligations are satisfied in full and irrevocably waives all of those rights of contribution, indemnity or subrogation it may have before the Relevant Obligations are satisfied in full.

**5 REPRESENTATIONS AND WARRANTIES (CORE)****5.1 General Representations and Warranties (Core)**

---

- 5.1.1 The Guarantor represents and warrants to the Commonwealth that:
- this Deed constitutes its valid and legally binding obligation and is enforceable against it in accordance with its terms, subject to any necessary stamping and registration requirements and laws affecting creditors' rights generally;
  - the execution, delivery and performance of this Deed and each transaction contemplated by this Deed does not violate or breach any law or any document or agreement to which it is a party or which is binding on it or any of its assets;

**ANNEX G TO ATTACHMENT I**

- c. all Authorisations required to be obtained by it in connection with the execution, delivery and performance of this Deed, the transactions contemplated by this Deed and the legality, validity and enforcement of this Deed have been obtained and are valid and subsisting and it is not aware of any breach of any of the conditions of any of those Authorisations or aware of any fact or circumstance which may cause any of those Authorisations to be suspended, forfeited, cancelled or rendered void;
- d. no Event of Default has occurred which has not been remedied or waived in accordance with the terms of the relevant Guaranteed Agreement;
- e. it is not the trustee of any trust; and
- f. it does not enjoy immunity from suit or execution in relation to its obligations under this Deed.

**5.2 Corporate Representations and Warranties (Core)**

---

- 5.2.1 The Guarantor represents and warrants to the Commonwealth that:
- a. it is duly registered and remains in existence;
  - b. its execution, delivery and performance of this Deed does not (and the transactions contemplated by this Deed do not) violate its Constitution nor, if the Guarantor is listed on a stock exchange, any listing requirements or business rules of the applicable stock exchange;
  - c. it has the power to enter into, deliver and perform this Deed and to carry out the transactions contemplated by this Deed;
  - d. it has taken all corporate action required to enter into, deliver and perform this Deed and to carry out the transactions contemplated by this Deed; and
  - e. the entry into and the performance of its obligations under this Deed is in its best interests and for a proper purpose.

**5.3 Representations and Warranties Repeated (Core)**

---

- 5.3.1 Each representation and warranty in clauses 5.1 and 5.2 shall be repeated on each day while any of the Relevant Obligations remain outstanding with reference to the facts and circumstances then subsisting, as if made on each such day.

**6 PAYMENTS (CORE)****6.1 Payments on Demand (Core)**

---

- 6.1.1 All payments by the Guarantor under this Deed are to be made to the Commonwealth in Australian dollars in immediately available funds and on the due date specified in the notice to the Guarantor or if no due date is specified, within three Working Days following receipt of demand by the Commonwealth.

**6.2 Payments of Interest on Unpaid Sums (Core)**

---

- 6.2.1 The Guarantor shall pay default interest on all Unpaid Sums. Default interest shall be calculated:
- a. where the Contract provides for the payment of default interest for late payment by the Contractor, in accordance with the relevant provisions of the Contract; and
  - b. otherwise in accordance with clause 6.2.2.
- 6.2.2 Where this clause 6.2.2 applies, default interest shall be calculated in accordance with the following formula:

$$\text{Interest payment} = \frac{I\% \times P \times n}{365}$$

Where:

"I%" means the Australian Taxation Office sourced General Interest Charge rate current at the due date of payment of the Unpaid Sum expressed as a percentage;

**ANNEX G TO ATTACHMENT I**

"P" means the amount of the Unpaid Sum; and

"n" means the number of days after the due date for payment that the payment of the Unpaid Sum is made.

- 6.2.3 Notwithstanding any of the terms of the Contract, default interest accruing under this clause 6.2 shall be immediately payable by the Guarantor on demand by the Commonwealth.

---

**6.3 No Set-off or Counterclaim (Core)**

---

- 6.3.1 All payments by the Guarantor under this Deed shall be without any set off or counterclaim, and the Guarantor irrevocably waives any rights of set-off or counterclaim which it may have against the Commonwealth.

---

**6.4 Merger (Core)**

---

- 6.4.1 If the liability of the Guarantor to make any payment under this Deed becomes merged in any judgment or order, the Guarantor shall as an independent obligation pay to the Commonwealth interest at the rate which is the higher of that payable under clause 6.2 and that fixed by or payable under the judgment or order.

---

**6.5 No Deduction for Taxes (Core)**

---

- 6.5.1 All payments by the Guarantor under this Deed shall be without deduction or withholding for any present or future taxes, unless the Guarantor is compelled by law to deduct or withhold the same.
- 6.5.2 If the Guarantor is compelled by law to make any deduction or withholding from any payment under this Deed on account of taxes, the Guarantor shall on demand by the Commonwealth pay to the Commonwealth any additional amounts necessary to ensure that the Commonwealth receives (after all deductions and withholdings for taxes) a net amount equal to the full amount which it would have been entitled to receive and retain had the deduction or withholding not been made.

**7 EXPENSES (CORE)**

---

**7.1 Reimbursement (Core)**

---

- 7.1.1 The Guarantor shall reimburse the Commonwealth on demand for, and shall indemnify the Commonwealth against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense sustained or incurred by the Commonwealth arising out of or as a consequence of the Commonwealth exercising, enforcing or preserving, or attempting to exercise, enforce or preserve, any rights under this Deed. The limitation of liability in clause 2.4 does not apply to this clause.

**8 GOODS AND SERVICES TAX (CORE)**

---

**8.1 Goods and Services Tax (Core)**

---

- 8.1.1 In this clause, 'GST' means the Commonwealth tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999*, and 'adjustment event', 'input tax credits', 'taxable supply' and 'tax invoice' have the respective meanings given to them by that Act.
- 8.1.2 If a party (the 'Supplier') makes a taxable supply to another party in relation to this Deed or any matter or thing occurring under this Deed (the 'Recipient'), and the consideration otherwise payable for the taxable supply does not include GST, the Supplier will be entitled to recover from the Recipient the amount of any GST on the taxable supply, in addition to any other consideration recoverable for the taxable supply.
- 8.1.3 If the amount paid by the Recipient to the Supplier for GST differs from the actual amount of GST payable for the taxable supply (taking into account any adjustment events that occur in relation to the taxable supply), the following adjustments apply:
- a. if the amount paid by the Recipient exceeds the GST on the taxable supply, the Supplier will refund the excess to the Recipient; or

## ANNEX G TO ATTACHMENT I

- b. if the amount paid by the Recipient is less than the GST on the taxable supply, the Recipient will pay the balance to the Supplier.

8.1.4 If a party is entitled to recover or be compensated for all or a proportion of its costs in relation to this Deed or any matter or thing occurring under this Deed, the amount of the recovery or compensation is reduced by the amount of (or the same proportion of the amount of) any input tax credits available in relation to those costs.

8.1.5 A party is not required to pay any amount for GST to another party unless a valid tax invoice has been issued for that GST.

## 9 NO REPRESENTATION BY OR RELIANCE (CORE)

9.1.1 The Guarantor acknowledges that:

- a. the Commonwealth does not have any duty to supply it with information in relation to or affecting the Contractor or the Commonwealth before the date of this Deed or during the term of any Guaranteed Agreement;
- b. it has relied on its own inquiries as to the Contractor, the nature and extent of the entire relationship between the Contractor and the Commonwealth (whether or not recorded in the Guaranteed Agreements) and the nature and effect of the Guaranteed Agreements; and
- c. it does not enter into this Deed in reliance on any representation, promise, statement, conduct or inducement by or on behalf of the Commonwealth, except for any inducement expressly set out in this Deed.

## 10 ASSIGNMENT AND NOVATION (CORE)

10.1.1 Neither party may, without the prior written consent of the other party, assign, novate or otherwise transfer any of its rights or obligations under this Deed.

## 11 RESOLUTION OF DISPUTES (CORE)

11.1.1 A party shall not commence court proceedings relating to any dispute arising from this Deed except when that party seeks urgent relief from a court or when dispute resolution has failed under this clause 11. If a party fails to comply with this clause 11, the other party is not required to undertake dispute resolution for the dispute in accordance with clause 11.

11.1.2 The parties shall negotiate in good faith to settle a dispute arising between them and, if the dispute cannot be settled by negotiation (including negotiation between senior management of the parties) within **(INSERT PERIOD)** days, the parties may agree to use an alternative dispute resolution process to attempt to resolve the dispute.

11.1.3 The parties shall at all times during the dispute continue to fulfil their obligations under this Deed.

## 12 MISCELLANEOUS (CORE)

### 12.1 Notices (Core)

---

12.1.1 Unless the contrary intention appears, any notice or communication under this Deed shall be effective if it is in writing and sent from and delivered to the Commonwealth or Guarantor, as the case may be, at the following address:

**[INSERT COMMONWEALTH ADDRESS, FAX NUMBER AND EMAIL]**

**(INSERT GUARANTOR ADDRESS, FAX NUMBER AND EMAIL)**

12.1.2 A notice or communication is deemed to be delivered:

- a. if sent by pre-paid post, in three Working Days when sent within Australia and in eight Working Days when sent by air mail from one country to another;
- b. if hand delivered, when received at the address, or by the recipient if sooner;

**ANNEX G TO ATTACHMENT I**

- c. if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice, unless within one Working Day after that transmission, the recipient informs the sender that it has not received the entire notice; or
  - d. if sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the recipient,
- 12.1.3 but if the receipt, transmission or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is taken to be received at 9.00am (recipient's local time) on the next Working Day.

**12.2 Laws (Core)**

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- 12.2.1 The laws of **(INSERT RELEVANT STATE OR TERRITORY)** apply to this Deed, and the courts of that State or Territory have non-exclusive jurisdiction to decide any matter relating to this Deed.

**12.3 Entire Agreement (Core)**

---

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

**12.4 Further Assurances (Core)**

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- 12.4.1 Each party shall take the steps, sign the documents, and do all other acts and things as may be reasonably required by the other party to give effect to this Deed and to perfect the Powers afforded or created by this Deed.

**12.5 Powers Cumulative (Core)**

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- 12.5.1 The Powers conferred by this Deed on the Commonwealth are cumulative and in addition to all other Powers available to the Commonwealth by law or under any Guaranteed Agreement.

**12.6 Form of Demand (Core)**

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- 12.6.1 A demand on the Guarantor for payment under this Deed may be in any form and contain any information as the Commonwealth determines.

**12.7 Severability (Core)**

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- 12.7.1 If any part of this Deed is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Deed shall not be affected and shall be read as if that part had been severed.

**12.8 Waiver (Core)**

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- 12.8.1 Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, any Power provided by law or under this Deed by the Commonwealth does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other Power provided by law or under this Deed.
- 12.8.2 A waiver or consent given by the Commonwealth under this Deed is only effective and binding if it is given or confirmed in writing by the Commonwealth.
- 12.8.3 No waiver of a breach of a term of this Deed operates as a waiver of another breach of that term or of a breach of any other term of this Deed.

**12.9 Consents (Core)**

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- 12.9.1 A consent required under this Deed from the Commonwealth may be given or withheld, or may be given subject to any conditions, as the Commonwealth (in its discretion) thinks fit, unless this Deed expressly provides otherwise.

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**12.10 Moratorium Legislation (Core)**

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12.10.1 To the fullest extent permitted by law, all laws which at any time operate directly or indirectly to lessen or affect in favour of the Guarantor any obligation under this Deed, are expressly waived.

**12.11 Binding on each Signatory (Core)**

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12.11.1 This Deed binds and is enforceable against the Guarantor despite:

- a. any other person not executing this Deed or its execution being defective in any way; or
- b. any obligation or liability of any other party under this Deed not being binding or enforceable against that party for any reason.

**12.12 Counterparts (Core)**

---

12.12.1 This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the Deed of each party who has executed and delivered that counterpart.

SIGNED AS A DEED

SIGNED, SEALED AND DELIVERED

by the COMMONWEALTH OF AUSTRALIA

.....

in the presence of

.....

**Note for Deed Signature:** *Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:*

<http://ibss/PublishedWebsite/LatestFinal/%7B836F0CF2-84F0-43C2-8A34-6D34BD246B0D%7D/Item/EBDAF9B0-2B07-45D4-BC51-67963BAA2394>

*This guidance is developed for Commonwealth Personnel and should be used to assess the Guarantor's execution of the Deed. The Guarantor should seek its own independent legal advice on its execution of the Deed.*

(INSERT EXECUTION CLAUSE OF THE GUARANTOR)

## ANNEX H TO ATTACHMENT I

## FORM OF AIC COMPLIANCE CERTIFICATE (CORE)

## [TO BE PRINTED ON COMPANY LETTERHEAD]

From: [Contractor/AIC Subcontractor]

To: Commonwealth of Australia represented by the Department of Defence

**[CONTRACT DETAILS] (the "Contract")**

[I am a director]/[We are directors] of [Contractor/AIC Subcontractor] of [address] ("**Company**") and [am]/[are each] authorised to execute this Certificate in the name of the Company.

[I/We] refer to the Contract. Terms defined in the Contract shall have the same meaning in this certificate unless given a different meaning in this Certificate.

This Certificate is an AIC Compliance Certificate for the purposes of the Contract.

This Certificate is provided in conjunction with the **[select which of the two following options is appropriate]:**

- a. [Contract/Subcontract] Status Report prepared by the Company in relation to the period from [ ] to [ ] (the "**Review Period**") in accordance with the terms of the [Contract/Subcontract]; and
- b. **[Paragraph to apply to Contractor version only.]**ACE measurement report prepared by the Company to support and justify the Achieved ACE Percentage at the most recent ACE Measurement Point in accordance with the terms of the Contract.

[I/We] certify that during the Review Period and as at the date of this Certificate [(except as disclosed in paragraph e below)]:

- a. The obligations contained in [clauses 4.1 and 4.2 of the Contract / clauses [ ] and [ ] of the Subcontract] have been complied with since the date of the last AIC Compliance Certificate provided to the Commonwealth under the [Contract/Subcontract].
- b. [Paragraph to apply to Contractor version only.]As at the date of this Certificate:
  - (i) the ACE information provided in the [Contract Status Report]/[ACE measurement report] is complete and accurate;
  - (ii) the calculation of the ACE has been undertaken in accordance with the ACE Measurement Rules; and
  - (iii) status reporting against the AIC requirements of the Contract is complete and accurate.
- c. [Paragraph to apply to AIC Subcontractor version only.]As at the date of this Certificate:
  - (i) Subcontract status reporting against the AIC requirements of the Subcontract is complete and accurate;
  - (ii) the calculation of the ACE has been undertaken in accordance with the ACE Measurement Rules; and
  - (iii) there are no material non-compliances with the Company's commitments set out in the Subcontract AIC Plan.
- d. The Essential AIC Obligations of the [Contract/Subcontract] have been complied with and [I/we] [was/were] not aware of the occurrence of any breach or potential breach of any Essential AIC Obligation under the [Contract/Subcontract].
- e. The disclosed exceptions are as follows:

## ANNEX H TO ATTACHMENT I

Exception	Remedial action status proposed/undertaken
<i>[Clause and description]</i>	<i>[Describe action undertaken/proposed]</i>

[I/We] acknowledge that disclosure of exceptions to compliance will not prejudice the rights of the Commonwealth under the Contract.

The representations and warranties in this Certificate are correct and not misleading by reference to the facts and circumstances subsisting as at the date of this Certificate.

[Director]

[Director]

## ATTACHMENT J

## SECURITY CLASSIFICATION AND CATEGORISATION GUIDE (OPTIONAL)

**Note to drafters:** A Security Classification and Categorisation Guide (SCCG) is to be included where the procurement involves classified information, security-protected assets, or the procurement is for a Software-dependent system.

For information on developing a SCCG refer to the Defence Security and Vetting Service guidance on Business Impact Levels Guidelines at:

<http://drnet/AssociateSecretary/security/advice/Pages/bils.aspx>

and contact the Defence Security and Vetting Services Project Security Team at:

[DSA.ProjectSecurity@defence.gov.au](mailto:DSA.ProjectSecurity@defence.gov.au).

[DRAFTERS TO INSERT SECURITY CLASSIFICATION GRADING DOCUMENT PRIOR TO RELEASE OF RFT].

## ATTACHMENT K

## DRAFT DATA ITEMS AND STRATEGIES (OPTIONAL)

***Note to drafters: If required, drafters must identify the list of draft data items and Strategies that the tenderer is to submit in response to this RFT and that will be retained to capture the tendered offer and program intent, until after the Effective Date. Amend the list of annexes as required.***

***For example, Strategies from the successful tenderer would be included here to capture the tenderer's intent (for a program of work) until superseded by one or more Approved plans under the Contract. Likewise, tendered draft specifications, with the technical description, may be included here to capture the Materiel System solution offered, and retained until superseded by actual specifications under the Contract. Similarly, a draft Growth Plan, used to inform tender evaluations, may be retained here until superseded by a final version of the data item, prepared by the Contractor and Approved by the Commonwealth under the Contract.***

***While reviewing tendered draft data items and Strategies during tender evaluation, the Commonwealth may identify issues to be addressed in final versions of the data items. Similarly, during negotiations or pre-contract workshops, the preferred tenderer or Commonwealth may identify issues to be addressed. These issues may be recorded and added to Attachment K, as Commonwealth comments.***

***Draft data items, Strategies and related comments included in Attachment K will be eventually replaced by data items under the Contract in accordance with clause 2.5 of the SOW.***

***It may be necessary to split annexes into several appendixes, for example, a draft System Specifications annex may be split into several appendixes, one for each Mission System. If Commonwealth comments are to be included into the Contract, these comments may be included in a separate appendix for each applicable draft data item or Strategy.***

- 1.1 This Attachment K comprises the following annexes, which shall be processed in accordance with clause 2.5 of the SOW:
  - A. Overall Strategy
  - B. Transition, Phase In and Ramp Up Strategy
  - C. Systems Engineering Strategy
  - D. Specialty Engineering Strategy
  - E. Integration, Verification and Validation Strategy
  - F. Integrated Logistics Support Strategy
  - G. Strategy for Defining and Reducing the Total Cost of Ownership
  - H. [INSERT TITLE OF DRAFT DATA ITEM 1]
  - I. [INSERT TITLE OF DRAFT DATA ITEM 2]

## ATTACHMENT L

## RESIDENT PERSONNEL (OPTIONAL)

**Note to drafters: Attachment L contains a recommended structure that should be developed and amended to suit the needs of the proposed Contract. Further considerations include:**

- a. if RP will be located at multiple locations, using annexes for the facilities and ICT requirements for each location;
- b. if RP will reside with Approved Subcontractors, amending clauses accordingly; and
- c. the need to accommodate both on-going positions in the RP and temporary staff (eg, when performing regulatory audits or other activities).

## 1. INTRODUCTION

- 1.1 The purpose of this Attachment L is to detail the roles of Resident Personnel (RP) and to define the resources required to be provided by the Contractor to enable the RP to efficiently undertake those roles.

**Note to drafters: The introduction should be updated to reflect the objectives for using RP.**

- 1.2 The parties acknowledge that the objectives of locating RP at Contractor premises are:
  - a. to provide the Commonwealth with visibility of day-to-day Contract activities without the need for a greater number of formal meetings;
  - b. to facilitate communication between the Contractor and the Commonwealth; and
  - c. to expedite Contract administrative functions within the RP's scope of responsibility.

## 2. RESIDENT PERSONNEL

**Note to drafters: If the RP team is small a simple list rather than the following table may be suitable. If a table is to be used, amend / replace the table below as required.**

- 2.1 Table 1 lists the ongoing positions in the RP team.

Table 1: Resident Personnel

serial	Position Title	Grade / Rank	Start	Completion
(a)	(b)	(c)	(d)	(e)
Location 1				
1	RP Team Leader		ED + 20	
2	Engineering Manager		OD - 20	
3	Logistics Manager			
4	Commercial Manager		OD + 20	
5	Contract Support			
Location 2				
6	Technical Representative			

## 3. ROLE OF RESIDENT PERSONNEL

**Note to drafters: If the RP team is small, details of the roles may be inserted here; alternatively, an annex for duty statements or terms of reference may be added. Consideration should be given to identifying Commonwealth activities that are required under the Contract (eg, Commonwealth action for data items in accordance with the CDRL, acting as the Commonwealth Representative's delegate at specific meetings, etc) where this can be done succinctly. Where specific roles may be excluded (eg, processing of ECPs or CCPs), this should also be identified here.**

- 3.1 [DRAFTER TO INSERT DETAILS OF RP TEAM AND MEMBER ROLES / TERMS OF REFERENCE].

## ATTACHMENT L

## 4. CONTRACTOR-PROVIDED FACILITIES FOR RESIDENT PERSONNEL

**Note to drafters: Insert details and amend the following suggested clauses as required.**

- 4.1 Unless otherwise agreed by the Commonwealth Representative, the work area provided by the Contractor for the RP shall:
- accommodate all members of the RP within a single area (ie, RP team members should not be physically isolated unless otherwise agreed);
  - include a lockable office for the RP Team Leader; and
  - include at least **[DRAFTER TO INSERT]** workstations (including desks and chairs) for temporary RP team members and visitors as may be required from time to time.
- 4.2 The Contractor shall provide a workstation for each RP team member that includes:
- the Information and Communications Technology (ICT) required by clause 6; and
  - [DRAFTER TO INSERT]**.
- 4.3 The Contractor shall provide the RP with a secure storage facility for classified matter up to and including **[DRAFTER TO INSERT]**.
- 4.4 The Contractor shall provide the RP with access to a private meeting room facility, on an as-required basis, sufficient to accommodate at least **[DRAFTER TO INSERT]** persons.

**Note to drafters: Consider also company cafeteria (if available), washroom facilities, etc.**

## 5. WORK HEALTH AND SAFETY

**Note to drafters: The following clauses should be reviewed, amended, and expanded as necessary to address WHS requirements for the RP. Refer also to clause 12.4 of the COC and clause 9 of the SOW for standard Contract requirements for WHS and the code of practice referenced in clause 9.3.5 of the SOW.**

- 5.1 The Contractor shall provide, and shall ensure that the Subcontractors provide the RP with:
- a safe working environment in accordance with clause 9.3.5 of the SOW;
  - access to all safety-related training and briefings as may be reasonably required to ensure the health and safety of the RP when located at the Contractor's or Subcontractor's workplace(s) (as the case may be); and
  - access to all WHS procedures, safety risk assessments and other WHS-related information applicable to the RP when located at the Contractor's or Subcontractor's workplace(s) (as the case may be).
- 5.2 In the event of a Notifiable Incident involving RP, the Contractor shall:
- immediately notify the RP Team Leader or, if the RP Team Leader is not immediately contactable, the next available member of the RP team; and
  - report the Notifiable Incident in accordance with clause 9.4 of the SOW.

## 6. INFORMATION AND COMMUNICATIONS TECHNOLOGY REQUIREMENTS

- 6.1 The Contractor shall provide the RP with access to the Data Management System (DMS) in accordance with clause 2.3 of the SOW.

**Note to drafters: Add further requirements as applicable. Consideration may be given to telephones, access to the Defence Protected and/or Secret Network, a secure area, access to Contractor systems, printers, photocopiers, video-conferencing facilities, etc. Additional considerations may include which ICT resources may be shared versus exclusive use. Refer also to clause 11.10 of the COC, Defence Security.**

- 6.2 **[DRAFTER TO INSERT]**.

## ANNEXES

- A. **[DRAFTER TO INSERT]**

## ATTACHMENT M

## GLOSSARY (CORE)

**Note to drafters: If drafters consider that an additional definition, acronym or abbreviation should be added, careful consideration needs to be given to the legal and practical effect of the proposed addition in the context of the tender pack or contract as a whole.**

**The listing of all acronyms, abbreviations, definitions and referenced documents, and the version numbers of all referenced documents should be reviewed for currency prior to both the RFT release and the Effective Date.**

## 1. ACRONYMS AND ABBREVIATIONS

Abbreviation	Description	Abbreviation	Description
AAI	Accountable Authority Instructions	CAID	Clear Accountability In Design
ABL	Allocated Baseline	CAM	Control Account Manager
ABN	Australian Business Number	CASG	Capability Acquisition and Sustainment Group
ABS	Australian Bureau of Statistics	CASP	Commonwealth Assets Stocktaking Plan
ACE	Australian Contract Expenditure	CASR	Commonwealth Assets Stocktaking Report
ACM	Asbestos Containing Material	CBD	Certification Basis Description
ACN	Australian Company Number	CBT	Computer Based Training
ACSC	Australian Cyber Security Centre	CCB	Configuration Control Board
ACSI	Australian Communications Security Instruction	CCP	Contract Change Proposal
ACQPW	Acquisition Pricing Workbook	CCR	Configuration Change Register
ADF	Australian Defence Force	CDRL	Contract Data Requirements List
ADF AA	ADF Airworthiness Authority	CFA	Commercial and Financial Analysis
AFD	Application for a Deviation	CI	Configuration Item
AIA	Australian Industry Activity	CITIS	Contractor Integrated Technical Information Service
AIC	Australian Industry Capability	CM	Configuration Management
AIO	Australian Industry Opportunity	CMCA	Contractor Managed Commonwealth Assets
ALDT	Administration and Logistics Delay Time	CMP	Configuration Management Plan
AMTC	Australian Military Type Certificate	CMS	Contract Master Schedule
ANP	Australian Naval Publication	COC	Conditions of Contract
ANZ	Australia and New Zealand	COI	Critical Operational Issue
ARBN	Australian Registered Body Number	COMSEC	Communications Security
ASARP	As Secure As Reasonably Practicable	COTS	Commercial-Off-The-Shelf
ASTDL	ANZ Subcontractor Technical Data List	CPI	Consumer Price Index
ATO	Australian Taxation Office	CPR	Contract Performance Review
ATO	Authorisation to Operate	CPRs	Commonwealth Procurement Rules
ATO-C	Authorisation to Operate with Conditions	CR	Commonwealth Representative
ATProc	Acceptance Test Procedure	CRP	Cost Reimbursement Payment
ATP	Acceptance Test Plan	CSCI	Computer Software Configuration Item
ATR	Acceptance Test Report	CSCR	Cyber Security Case Report
AV&V	Acceptance Verification and Validation	CSCRCP	Cyber Supply Chain Risk Plan
BAC	Budget at Completion	CSDB	Common Source Data Base
BRDP	Business Rule Decision Points	CSIRO	Commonwealth Scientific and Industrial Research Organisation
BREX	Business Rules Exchange	CSR	Contract Status Report
CAGE	Commercial and Government Entity (see also NCAGE)		

## ATTACHMENT M

Abbreviation	Description	Abbreviation	Description
CSWBS	Contract Summary Work Breakdown Structure	EVMS	Earned Value Management System
CTIS	Cyber Threat Intelligence Sharing	EVPR	Earned Value Performance Report
CTXP	Contractor Transition Plan	EVT	Earned Value Technique
CWBS	Contract Work Breakdown Structure	FAC	Final Acceptance Certificate
DAL	Data Accession List	FACRR	Facilities Readiness Review
DASA	Defence Aviation Safety Authority	FBL	Functional Baseline
DASR	Defence Aviation Safety Regulations	FCA	Functional Configuration Audit
DCwS	Defence Cyberworthiness System	FMECA	Failure Mode, Effects and Criticality Analysis
DDG	Defence Digital Group	FPS	Function and Performance Specification
DDN	Data Dispatch Note	FRAR	Facilities Requirements Analysis Report
DDR	Detailed Design Review	FTE	Full-Time Equivalent
DID	Data Item Description	G&A	General and Administrative
DIDS	Defence Industry Development Strategy	GFD	Government Furnished Data
DESE	Digitally Enabled Systems and Equipment	GFE	Government Furnished Equipment
DISP	Defence Industry Security Program	GFF	Government Furnished Facilities
DMH (PROJ)	Defence Materiel Handbook (Project Management)	GFI	Government Furnished Information
DML	Data Management List	GFM	Government Furnished Material
DMS	Data Management System	GFS	Government Furnished Services
DRAIC	Defence-Required Australian Industrial Capability	GFS(IT)	Government Furnished Services (Information Technology)
DRAICRR	DRAIC Readiness Review	GST	Australian Goods and Services Tax
DSPF	Defence Security Principles Framework	HAR	Hazard Analysis Report
DSTG	Defence Science and Technology Group	HE	Human Engineering
DS&VS	Defence Security and Vetting Service	HEPP	Human Engineering Program Plan
DT&E	Developmental Test and Evaluation	HERF	Hazards of Electromagnetic Radiation to Fuel
E3	Electromagnetic Environmental Effects	HERO	Hazards of Electromagnetic Radiation to Ordnance
E8MM	Essential Eight Maturity Model	HL	Hazard Log
ECARS	Equipment Certification to Access Radiofrequency Spectrum	HRI	Hazard Risk Index
ECP	Engineering Change Proposal	HSI	Human System Interface
ED	Effective Date	HSMP	Health and Safety Management Plan
EIS	Engineering Information System	HWCI	Hardware Configuration Item
EMC	Electromagnetic Compatibility	IBR	Integrated Baseline Review
EMI	Electromagnetic Interference	ICD	Interface Control Document
EMM	Engineering and Maintenance Manual	ICE	Imported Contract Expenditure
EMP	Electromagnetic Pulse	ICT	Information and Communications Technology
EMSEC	Emanation Security	ICWG	Interface Control Working Group
ENVMS	Environmental Management System	IETM	Interactive Electronic Technical Manual
ERP	Enterprise Resource Planning	IETP	Interactive Electronic Technical Publication
ESCM	Electronic Supply Chain Manual	ILS	Integrated Logistic Support
ESCP	Emanation Security Control Plan	IP	Intellectual Property
ETA	EMSEC Threat Assessment	IPP	Indigenous Procurement Policy
EVM	Earned Value Management	IPT	Integrated Product Team
EVMP	Earned Value Management Plan	IRMT	Integrated Reliability, Maintainability and Testability

## ATTACHMENT M

Abbreviation	Description	Abbreviation	Description
IRMTTP	Integrated Reliability, Maintainability and Testability Plan	OEM	Original Equipment Manufacturer
IRS	Interface Requirements Specification	OT	Operational Technology
ISP	Integrated Support Plan	PACKPL	Packaging Provisioning List
ISSMP	In-Service Security Management Plan	PBL	Product Baseline
IT	Information Technology	PBS	Product Breakdown Structure
IUT	Item Under Test	PCA	Physical Configuration Audit
IV&V	Independent Verification & Validation	PDF	Portable Document Format
JAS-ANZ	Joint Accreditation System for Australia and New Zealand	PDR	Preliminary Design Review
KPIs	Key Performance Indicators	PHS&T	Packaging, Handling, Storage and Transportation
LCAM	Logistics Compliance and Assurance Manual	PMB	Performance Measurement Baseline
LCC	Life Cycle Cost	PMP	Project Management Plan
LCCA	Life Cycle Costing Analysis	PPE	Personal Protective Equipment
LCCMP	Life Cycle Cost Management Plan	PT PCP	<b>Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.</b> Payment Times Procurement Connected Policy
LCCRM	Life Cycle Cost Report and Model	QA	Quality Assurance
LLTI	Long Lead Time Item	QMS	Quality Management System
LLTIR	Long Lead Time Item Review	R&D	Research and Development
LOE	Level of Effort	RAM	Reliability, Availability and Maintainability
LORA	Level Of Repair Analysis	RCM	Reliability Centred Maintenance
LOT	Life-of-Type	RP	Resident Personnel
LSA	Logistic Support Analysis	RSPL	Recommended Spares Provisioning List
LSAR	Logistic Support Analysis Record	RT	Resident Team
MEC	Multiple Entry Consolidated	RTM	Requirements Traceability Matrix
MILIS	Military Integrated Logistics Information System	SAC	Supplies Acceptance Certificate
MOA	Memorandum of Agreement	SAD	System Architecture Description
MOE	Measure of Effectiveness	SADL	System Approach to Defence Learning
MOP	Measure of Performance	S&TE	Support and Test Equipment
MOS	Measure of Suitability	S&TEPL	Support and Test Equipment Provisioning List
MOTS	Military-Off-The-Shelf	S&TEPPR	Support and Test Equipment Provisioning Preparedness Review
MOU	Memorandum Of Understanding	SCCG	Security Classification and Categorisation Guide
MPBC	Materiel Procurement Business Case	SCR	Safety Case Report
MPS	Materiel Procurement Strategy	SDD	Software Design Document
MRI	Master Record Index	SDIP	Sovereign Defence Industrial Priority
MSR	Mandated System Review	SDP	Software Development Plan
MSSMP	Materiel System Security Management Plan	SDR	System Definition Review
MSTDT	Mission System Technical Documentation Tree	SDS	Safety Data Sheet
MTDI	Master Technical Data Index	SE	Systems Engineering
NATO	North Atlantic Treaty Organisation	SEG	Security and Estate Group
NCAGE	NATO Commercial and Government Entity Code	SEMP	Systems Engineering Management Plan
NTE	Not-To-Exceed	SFARP	So Far As Reasonably Practicable
NSN	NATO Stock Number	SICC	Security Incident Coordination Centre
OCD	Operational Concept Document		
ODIS	Office of Defence Industry Support		

## ATTACHMENT M

Abbreviation	Description	Abbreviation	Description
SGML	Standard Generalized Markup Language	TARR	Task Analysis Requirements Review
SME	Small to Medium Enterprise	TAT	Turn-Around-Time
SoS	System of Systems	TD	Technical Data
SOW	Statement of Work	TDL	Technical Data List
SPPR	Spares Provisioning Preparedness Review	TDP	Technical Data Plan
SRMP	Security Risk Management Plan	TDSR	Technical Data and Software Rights
SRR	System Requirement Review	TEL	Training Equipment List
SRP	System Review Plan	TEPPR	Training Equipment Provisioning Preparedness Review
SS	System Specification	TNGRR	Training Readiness Review
SSDD	System/Segment Design Document	ToSA	Target of Security Assessment
SSDDR	Support System Detailed Design Review	TPM	Technical Performance Measure
SSDESC	Support System Description	TRR	Test Readiness Review
SSDP	Supply Support Development Plan	TRS	TEMPEST Requirements Statement
SSF	Software Support Facility	TRS	Training Requirements Specification
SSFBL	Support System Functional Base Line	TSP	Training Support Plan
SSol	Security System of Interest	TXRR	Transition Requirements Review
SSOP	Security Standard Operating Procedure	UOC	Unit of Competency
SSP	System Security Plan	V&V	Verification and Validation
SSPP	System Safety Program Plan	V&VP	Verification and Validation Plan
SSS	System/Subsystem Specification	VCRM	Verification Cross Reference Matrix
SSSPEC	Support System Specification	VET	Vocational Education and Training
SSTD	Support System Technical Data List	WBS	Work Breakdown Structure
STR	Statement of Tax Record	WHS	Work Health and Safety
SumM	the sum of all Milestone amounts set out at Annex B to Attachment B.	WHSMS	Work Health and Safety Management System
SWG	Security Working Group	XML	eXtensible Markup Language
SWMP	Software Management Plan		

**2. DEFINITIONS**

<b>Term</b>	<b>Status</b>	<b>Definition</b>
Acceptance	(Core)	means signature by the Commonwealth Representative of a SAC in accordance with clause 6.8 of the COC; and 'Accept' has a corresponding meaning.
Acceptance Verification and Validation	(Core)	means V&V activities conducted in accordance with clause 7.2 of the SOW for the purposes of achieving Acceptance of Supplies.
Accreditation	(Optional)	means formal recognition by an authoritative body that: <ul style="list-style-type: none"> <li>a. an organisation has demonstrated competence to carry out certain duties and tasks; or</li> <li>b. a system is authorised to operate in a defined configuration, with a specified role and in a particular environment (having regard to the associated residual risk with the operation of a system).</li> </ul>
ACE Measurement Point	(Core)	means each ACE Measurement Point specified in Table F-1 of Attachment F.
ACE Measurement Rules	(Core)	means the referenced document titled ' <i>Australian Contract Expenditure Measurement Rules</i> ', which defines the methods to be applied to determine the values for ACE and ICE for the Contract.
ACE Value	(Core)	means the Australian dollar value of ACE.
Achieved ACE Percentage	(Core)	means, in respect of an ACE Measurement Point, the ACE expressed as a percentage of the Total Contract Expenditure.
ADF Capability Objectives	(Core)	has the meaning given in clause 1.3.1b of the COC.
Administration and Logistics Delay Time	(Core)	means the period during which Maintenance is delayed for reasons of an administrative or logistics nature, including waiting for a spare to become available, waiting for an item of S&TE in order to perform Maintenance, waiting for transportation, waiting to use a facility required for Maintenance, and waiting for Maintenance Personnel to become available.
AIC Compliance Certificate	(Core)	means a certificate in the form of Annex H to Attachment I.
AIC Initiatives Program	(Optional)	means the program set out in clause 10.5 of the SOW.
AIC Objectives	(Core)	has the meaning given in clause 1.3.1c of the COC.
AIC Obligations	(Core)	means the obligations under the Contract relating to AIC and for the avoidance of doubt includes the following obligations: <ul style="list-style-type: none"> <li>a. the obligations on the Contractor under clause 4 of the COC, clause 10 of the SOW and Attachment F; and</li> <li>b. the Essential AIC Obligations.</li> </ul>
AIC Remediation Plan	(Core)	has the meaning given in clause 4.4.1 of the COC.
AIC Subcontractor	(Core)	means a Subcontractor identified as an AIC Subcontractor in Attachment H in accordance with clause 11.9 of the COC.
AIC Subcontractor Obligations	(Core)	means the obligations of an AIC Subcontractor under the relevant Approved Subcontract relating to AIC and for the avoidance of doubt includes the obligation to comply with the relevant Subcontractor AIC Plan.

## ATTACHMENT M

Term	Status	Definition
Allocated Baseline	(Optional)	means the current Approved documentation for a CI, which describes the functional, performance, interoperability and interface characteristics that are allocated from those of the higher-level CI, interface requirements with interfacing CIs, additional design constraints, and the Verification required to demonstrate achievement of those specified characteristics.
Application for a Deviation	(Core)	means an Application for a Deviation in the form of the annex to DID-PM-MGT-AFD.
Approval	(Core)	<p>a. for a data item, has the meaning given by clause 2.4.4 of the SOW; and</p> <p>b. in every other context, means the act of the Commonwealth Representative approving a particular claim, proposal or course of action as a basis for further work, under the Contract.</p> <p>Approval in either case does not constitute Acceptance; and 'Approve' and 'Approved' have a corresponding meaning.</p>
Approved Subcontractor	(Core)	means a Subcontractor that is listed in Attachment H; and 'Approved Subcontract' means a contract between the Contractor and an Approved Subcontractor or between a Subcontractor and an Approved Subcontractor to that Subcontractor.
Approved Subcontractor Deed	(Core)	means a deed substantially in the form of Annex A to Attachment I.
Approved Substance	(Core)	means a Problematic Substance that is: <p>a. specified by the Commonwealth in writing for use under the Contract;</p> <p>b. embedded within GFE;</p> <p>c. Approved in the Hazard Log for inclusion in the Supplies; or</p> <p>d. Approved and used for the purpose(s) specified in the Approved HSMP or the Approved PMP, as applicable.</p>
Asbestos Containing Material	(Core)	has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
As Secure As Reasonably Practicable or ASARP	(Core)	means that, in relation to a Security System-of-Interest (SSoI), or elements thereof, an adequate level of security has been achieved, such that an incremental improvement in security would: <p>a. require a disproportionate deterioration in relation to meeting other system cost, schedule, or performance objectives;</p> <p>b. violate system constraints; or</p> <p>c. require unacceptable concessions, such as an unacceptable change in the way operations are performed.</p>
Assets Register	(Core)	means the log used by the Contractor for recording Contractor Managed Commonwealth Assets.
Associated Parties	(Core)	means other entities (including other contractors and Commonwealth organisations) performing activities related to the Supplies, the Capability, or otherwise having a connection with the work performed under the Contract.
Attachment	(Core)	means an Attachment to the Contract.
Audit	(Core)	means a systematic, independent and documented process for obtaining audit evidence and evaluating it objectively to determine the extent to which audit criteria are fulfilled.

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Term	Status	Definition
Australian Contract Expenditure or ACE	(Core)	has the meaning given in paragraph 2.2 of the ACE Measurement Rules.
Australian Entity	(Core)	means: <ul style="list-style-type: none"> <li>a. a company registered under the <i>Corporations Act 2001</i> (Cth) or a company registered under the <i>Companies Act 1993</i> (New Zealand);</li> <li>b. a body corporate, partnership, joint venture or association formed or incorporated in Australia or New Zealand; or</li> <li>c. a foreign-owned company in Australia or New Zealand, and which has a registered body number (ie, ARBN or NZRBN), carrying on business through a permanent establishment in Australia or New Zealand, including as evidenced through employment and the conduct of business operations in Australia or New Zealand.</li> </ul>
Australian Industry	(Core)	means Australian Entities that perform work in Australia or New Zealand.
Australian Industry Activity or AIA	(Core)	means an activity identified as an Australian Industry Activity in Attachment F.
Australian Industry Capability or AIC	(Core)	means the program of activities set out in the Contract to achieve the Government and Defence policies for Australian Industry.
Australian Industry Opportunity or AIO	(Optional)	means an opportunity to achieve enhanced outcomes against the AIC Objectives.
Australian Privacy Principles	(Core)	has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Authorisation	(Core)	means a licence, accreditation, permit, registration, regulatory approval, Export Approval or other documented authority (however described), required by law and necessary for the delivery of the Supplies or the performance of the Contract.
Authority to Operate or ATO	(Optional)	<b>Note to drafters: This term is only applicable for Security Authorisations relating to ICT Security.</b> has the meaning given through the Defence Security Principles Framework (DSPF).
Authority to Operate with Conditions or ATO-C	(Optional)	<b>Note to drafters: This term is only applicable for Security Authorisations relating to ICT Security.</b> has the meaning given through the DSPF.
Base Date Currency Exchange Rate	(Core)	means the currency exchange rate between source currency and AUD available from <a href="http://www.rba.gov.au/statistics/frequency/exchange-rates.html">www.rba.gov.au/statistics/frequency/exchange-rates.html</a> that applied at the Base Date.
Baseline	(Core)	see Configuration Baseline
Defence Cost Principles	(Core)	means the referenced document titled ' <i>Defence Cost Principles</i> ', which provides a framework to deliver greater understanding and clarity regarding how costs may be attributed to Defence Contracts.
Capability	(Core)	means the ability, resulting from the employment of the Mission System and the Support System, to achieve a desired operational effect in a nominated environment within a specified time and to sustain that effect for a designated period.

## ATTACHMENT M

Term	Status	Definition
Capability State	(Core)	means the differing states of the Capability System and any intermediate state.
Capability System	(Core)	means the Materiel System combined with all other elements provided by the Commonwealth, including Personnel and Facilities.
Certificate of Conformity	(Core)	means a formal certification that the goods supplied are authentic, their origin traceable, that they meet the specification and conditions contained in the original order, and that this is certified by a responsible member of the supplier's quality control organisation.
Certification	(Core)	means: <ul style="list-style-type: none"> <li>a. for the purposes of clauses 8 and 9 of the SOW, certification by an organisation accredited by the JAS-ANZ, or an equivalent certification body acceptable to the Commonwealth, and 'Certified' has a corresponding meaning; and</li> <li>b. in relation to the certification of Supplies, the end result of a process which formally examines and documents compliance of Supplies against predefined standards, to the satisfaction of the certifying authority.</li> </ul>
Certification Basis	(Optional)	means the suite of standards against which materiel is to be certified, derived from or judged to be equivalent to a subset of the materiel standards approved by an applicable regulatory authority.
Certification Basis Description	(Optional)	means the document listing, inter-alia, the individual Certification Basis requirements and the evidence that demonstrates Contractor compliance with the requirements.
Change of Control	(Core)	means: <ul style="list-style-type: none"> <li>a. a body corporate or entity that Controls the Contractor or the Guarantor ceases to Control the Contractor or the Guarantor; or</li> <li>b. a body corporate or entity that does not Control the Contractor or the Guarantor comes to Control the Contractor or the Guarantor.</li> </ul>
Circuit Layout	(Core)	means a circuit layout that is protected under the <i>Circuit Layouts Act 1989</i> (Cth) or the corresponding laws of any other jurisdiction.
Claim	(Core)	means a claim, demand, suit or proceeding of any kind, including by way of court proceedings, proceedings in the nature of arbitration, mediation or other methods of dispute resolution and administrative claims and proceedings (whether or not before a tribunal).
Codification	(Core)	means the act of establishing and maintaining Stock Item identification and related data under the Defence cataloguing system and/or the national system of another country participating in the NATO codification system.
Codification Data	(Core)	means: <ul style="list-style-type: none"> <li>a. for items of Supplies not already codified in the NATO Codification System, the engineering drawings, standards, specifications and/or technical documentation required to fully identify the items designated by the Commonwealth to support the equipment covered by the Contract; or</li> <li>b. for items of Supplies already codified in the NATO Codification System, the details of that codification.</li> </ul>
Commercial and Government Entity Code	(Core)	means the code that identifies the manufacturer of an item in the NATO Codification System.
Commercial Item	(Core)	means an item that is:

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Term	Status	Definition
		<p>a. available to the general public or in the market for defence goods and services for supply on standard commercial terms; and</p> <p>b. able to be used for its intended purpose under the Contract without development or modification (except for any minor modification or reconfiguration that is necessary and commonly required to install the item).</p>
Commercial Software	(Core)	<p>means Software that is:</p> <p>a. a Commercial Item;</p> <p>b. supplied without further development or modification in conjunction with a Commercial Item, under the standard commercial terms applicable to that item; or</p> <p>c. Free and Open Source Software.</p>
Commercial TD	(Core)	<p>means TD that is:</p> <p>a. a Commercial Item; or</p> <p>b. supplied, without further development or modification in conjunction with a Commercial Item or Commercial Software under the standard commercial terms applicable to that item or Software.</p>
Commercialise	(Core)	<p>means, in respect of the Commonwealth or any of its sublicensees, to exploit the IP in TD, Contract Material or Software in return for payment of a Royalty or a commercial return to the Commonwealth or the sublicensee.</p>
Commonwealth Contractor	(Core)	<p>means a person (other than the Contractor or a Subcontractor) engaged by the Commonwealth to provide goods or services to the Commonwealth.</p>
Commonwealth Default	(Core)	<p>means a Default by the Commonwealth, a Commonwealth Officer or a Commonwealth Contractor.</p>
Commonwealth Mandated GFM	(Optional)	<p>means GFE or GFD identified as 'Commonwealth Mandated GFM' in Annex A to Attachment E.</p>
Commonwealth Officer	(Core)	<p>means any of the following:</p> <p>a. a Minister of State for the Commonwealth;</p> <p>b. a person employed or engaged under the Public Service Act 1999 (Cth) or the Members of Parliament (Staff) Act 1984 (Cth);</p> <p>c. a person who is included in Defence Personnel; and</p> <p>d. a member of the Australian Federal Police.</p>
Commonwealth Personnel	(Core)	<p>means Commonwealth Officers, Defence Personnel and any other agents of the Commonwealth.</p>
Commonwealth Premises	(Core)	<p>means any of the following that is owned, leased, occupied or operated by the Commonwealth:</p> <p>a. an area of land or any other place (whether or not enclosed or built on);</p> <p>b. a building or other structure; and</p> <p>c. a vehicle, a vessel (including a submarine) or an aircraft.</p>
Commonwealth Property	(Core)	<p>means property of any kind (including GFM) owned or leased by, or in the possession of, the Commonwealth.</p>
Commonwealth Service Provider	(Core)	<p>means a person (including an officer or employee of the person) engaged to perform a function, or discharge a duty, of the Commonwealth, including a person engaged to provide:</p>

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Term	Status	Definition
		<p>a. professional, administrative, contract management or project management services to Defence; or</p> <p>b. technical management or assurance services, including verification and validation, safety, certification, security or capability development,</p> <p>but does not include Excluded Parties.</p>
Commonwealth Software	(Core)	<p><b>Note to tenderers: The Commonwealth will own any IP created under the Contract or a Subcontract in respect of Commonwealth Software.</b></p> <p>means:</p> <p>a. any Software of the type described in Annex D to the TDSR Schedule in respect of an item of Supplies specified in that Annex; and</p> <p>b. any developments, modifications or improvements to that Software.</p>
Commonwealth Supplier Code of Conduct	(Core)	means the Commonwealth Supplier Code of Conduct, as amended from time to time.
Commonwealth TD	(Core)	<p><b>Note to tenderers: The Commonwealth will own any IP created under the Contract or a Subcontract in respect of Commonwealth TD.</b></p> <p>means:</p> <p>a. any TD of the type described in Annex D to the TDSR Schedule in respect of an item of Supplies specified in that annex; and</p> <p>b. any developments, modifications or improvements to that TD.</p>
Competency	(Core)	means the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.
Confidential Information	(Core)	<p>means:</p> <p>a. any information in the Contract that is identified in Attachment N; and</p> <p>b. any other information:</p> <p>(i) that is commercially sensitive (not generally known or ascertainable); and</p> <p>(ii) the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and</p> <p>(iii) that was provided with an express or implied understanding that it would remain confidential,</p> <p>but does not include information that:</p> <p>c. is or becomes public knowledge other than by breach of the Contract;</p> <p>d. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or</p> <p>e. has been independently developed or acquired by the receiving party.</p>
Configuration Audit	(Core)	means product configuration Verification accomplished by inspecting documents, products and records; and reviewing procedures, processes, and systems of operation to Verify that the product has achieved its required attributes (performance requirements and functional constraints) and the product's design is accurately

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Term	Status	Definition
		documented. Includes both functional and physical configuration audits.
Configuration Baseline (or 'Baseline')	(Core)	<p>means:</p> <ul style="list-style-type: none"> <li>a. in the context of a product, an agreed-to description of the attributes of a product, at a point in time, which serves as a basis for defining change, for conducting Verification and Validation, and for other management activities;</li> <li>b. in the context of documentation, an approved and released document, or a set of documents, each of a specific revision; the purpose of which is to provide a defined basis for managing change;</li> <li>c. in the context of Configuration Management documents, the currently approved and released configuration documentation; and</li> <li>d. in the context of a Software product, a released set of files comprising a Software version and associated configuration documentation.</li> </ul>
Configuration Control	(Core)	<p>means:</p> <ul style="list-style-type: none"> <li>a. in the context of configuration documentation, a systematic process that ensures that changes to released configuration documentation are properly identified, documented, evaluated for impact, approved by an appropriate level of authority, incorporated, and Verified; and</li> <li>b. in the context of a product, the CM function that ensures changes to and variances from an approved Configuration Baseline are properly identified, recorded, evaluated, approved or disapproved, and incorporated and Verified as appropriate; including the implementation of all approved and released changes into: <ul style="list-style-type: none"> <li>(i) the applicable configurations of a product;</li> <li>(ii) associated product information; and</li> <li>(iii) supporting and interfacing products and their associated information.</li> </ul> </li> </ul>
Configuration Control Board	(Core)	means the group comprising executive, technical, logistics and other representatives who review and recommend approval or disapproval of changes and variances to an approved configuration managed product (Mission System, CI, or other product) and its supporting documentation. There may be Commonwealth, Contractor and Subcontractor CCBs, as applicable to the Contract. The composition of the required CCB is normally defined in each organisation's CM plans.
Configuration Identification	(Core)	<p>means:</p> <ul style="list-style-type: none"> <li>a. in the context of an identification process, the unique identifiers for a product and its configuration documents; and</li> <li>b. in the context of a CM activity, the systematic process of selecting the product attributes, organising associated information about the attributes, and stating the attributes. This CM activity encompasses the: <ul style="list-style-type: none"> <li>(i) establishment of a structure for products (including the selection of CIs) for product configuration information;</li> <li>(ii) determination of the types of configuration documentation required for each CI to select, define, document, and baseline product attributes;</li> </ul> </li> </ul>

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Term	Status	Definition
		<p>(iii) issuance of numbers and other identifiers affixed to the CIs and to the technical documentation that defines the CI's configuration; and</p> <p>(iv) release of CIs and their associated configuration documentation, and establishment of Configuration Baselines for CIs.</p>
Configuration Item	(Core)	means an aggregation of hardware/Software, a combination of both, or any of its discrete proportions, which satisfies an end item use function and is designated for separate Configuration Management.
Configuration Management	(Core)	means a technical and management process for establishing and maintaining consistency of a product's performance, functional, and physical attributes with its requirements, design and operational information throughout its life.
Configuration Status Accounting	(Core)	means the Configuration Management activity that formalises the recording and reporting of the established product configuration information, the status of requested changes, and the implementation of approved changes including changes occurring to product units during operation and maintenance.
Consolidated Group	(Optional)	means a Consolidated Group or a MEC group as those terms are defined in section 995-1 of the <i>Income Tax Assessment Act 1997</i> (Cth).
Consumable	(Core)	means a non-Repairable Item (non-RI) which is consumed, or used beyond recovery in normal use, including non-RIs such as ammunition, adhesives, rivets, paint, fuel, lubricants, sealants, sheet metal, lock wire, nuts, bolts, cleaning materials and electrical wiring cables.
Contamination	(Core)	means the presence in, on or under land, air or water of a substance (whether solid, liquid, gas, odour, heat, sound, vibration or radiation) at a concentration above the concentration at which the substance is normally present in, on or under the land, air or water in the same locality, that presents a risk of Environmental Harm, including harm to human health or any other aspect of the Environment, or could otherwise give rise to a risk of non-compliance with any statutory requirement for the protection of the Environment.
Continuation Training	(Optional)	means training that users can voluntarily undergo, or training that unit Commanders can direct staff to undergo, on an as-required basis, in order to maintain currency and skill in relation to the Capability.
Contract	(Core)	means the COC (including the Details Schedule), the attachments including the Statement of Work, and any document expressly incorporated as part of the Contract.
Contract (Support)	(Core)	means a contract entered into, or to be entered into, to sustain the major elements of the Supplies.
Contract Change Proposal	(Core)	means a proposal in the format required by and submitted in accordance with clause 11.1 of the COC.
Contract Material	(Core)	means information, other than TD or Software, reduced to a material form (whether stored electronically or otherwise) that is delivered or required to be delivered to the Commonwealth under the Contract.
Contract Price	(Core)	means the amount specified in Annex A to Attachment B as the Contract Price.

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Term	Status	Definition
Contractor Default	(Core)	means a Default in relation to the Contract by the Contractor or Contractor Personnel.
Contractor Maintained Licensed Fittings	(Optional)	<b>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</b> for a GFF Licensed Area, means the Licensed Fittings identified in the list titled 'Contractor Maintained Licensed Fittings' included in Appendix 2 of the relevant annex to Attachment O.
Contractor Managed Commonwealth Assets	(Core)	means any item of Commonwealth Property subject to inventory and stock control that is in the care, custody or control of the Contractor or Contractor Personnel for the purposes of the Contract.
Contractor Personnel	(Core)	means each of the following: a. an employee, officer or agent of the Contractor; b. a Subcontractor; and c. an employee, officer or agent of a Subcontractor.
Contractor Premises	(Core)	means any of the following: a. premises owned by the Contractor, a Related Body Corporate of the Contractor, or a Subcontractor; and b. premises (including any GFF): (i) that is leased by, or licensed to, the Contractor, a Related Body Corporate of the Contractor, or a Subcontractor; and (ii) where the Contractor, Related Body Corporate or the Subcontractor is responsible for controlling physical access to the premises.
Contractor (Support)	(Core)	means the party (other than the Commonwealth) to the Contract (Support).
Contract Summary Work Breakdown Structure or CSWBS	(Core)	means the Work Breakdown Structure (WBS) set out at clause 4 of this Attachment M.
Control	(Core)	means, in relation to the Contractor or the Guarantor, any of the following: a. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in the Contractor or the Guarantor; b. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in the Contractor or the Guarantor; c. the ability to appoint or remove a majority of the directors of the Contractor or the Guarantor; d. the ability to exercise or control the exercise of the casting of a majority of votes at the meeting of the board of directors of the Contractor or the Guarantor; and e. any other means, direct or indirect, of dominating the decision making and financial and operating policies of the Contractor or the Guarantor.
Controller	(Core)	has the same meaning as in the <i>Corporations Act 2001</i> (Cth).
Conversion Training	(Optional)	means training on the systems being provided under the Contract, which occurs after the Introduction into Service Training, and which

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Term	Status	Definition
		is conducted throughout the LOT of the Mission System to cover attrition and replacement Personnel.
Copyright	(Core)	means any existing or future copyright as defined under the <i>Copyright Act 1968</i> (Cth) or the corresponding laws of any other jurisdiction in any original literary and artistic works, computer programs and Software, sound recordings and any other works or subject matter whether stored electronically or otherwise in which copyright subsists and may subsist in the future.
Corrective Maintenance	(Core)	means those actions necessary to restore items or systems (both hardware and Software) to a satisfactory condition or level of performance after Failure or other unsatisfactory condition has been detected. It may be performed on any item, irrespective of whether another form of Maintenance (such as Preventive Maintenance) is also defined for the item. In some cases the Corrective Maintenance action necessary may be equivalent to a Preventive Maintenance task defined for the item. Corrective Maintenance may also occur as a result of a suspected Failure, even if further investigation indicates that no actual Failure occurred.
Correctly Rendered Invoice	(Optional)	<p><b>Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.</b></p> <p>for the purposes of clause 11.9.16 of the COC, means an invoice which is:</p> <ol style="list-style-type: none"> <li>rendered in accordance with all of the requirements of the relevant PT PCP Subcontract; and</li> <li>for amounts that are correctly calculated and due for payment and payable under the terms of the relevant PT PCP Subcontract.</li> </ol>
Cost Reimbursement Payment	(Optional)	means a payment made in accordance with clause 7.3 of the COC for costs specified in Annex G to Attachment B.
Cost Reimbursement Supplies	(Optional)	means the Supplies specified in <b>[INSERT ANNEX or ANNEXES]</b> to the SOW for which Cost Reimbursement Payments shall be payable in accordance with clause 7.8.1 of the COC.
Critical Resources	(Core)	means those resources which are not new but require special management attention due to schedule constraints, cost implications, or known scarcities.
Cyber Security Assurance Basis	(Optional)	means the suite of requirements against which the Materiel System is to be assessed in relation to cyber security.
Cyber Supply Chain	(Core)	means the Contractor and the associated network of Subcontractors (including direct Subcontractors and lower-tier Subcontractors) that provides items of Digitally Enabled Systems and Equipment (DESE) directly or indirectly to the Commonwealth to satisfy the requirements of the Contract.
Cyberworthiness	(Core)	<p>means the desired outcome of a range of policy and assurance activities that allow the operation of Australian Defence Force platforms, systems and networks in a contested cyberspace environment, in accordance with the capability manager's operating intent.</p> <p>Assessing Cyberworthiness takes into consideration output from security assessments of enabling systems, the intended operating context, and any mitigation measures to be applied. The aim of Cyberworthiness is to ensure a capability is fit for purpose by assuring the confidentiality, integrity and availability of the systems required for survivability in a contested cyber environment.</p>

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Term	Status	Definition
Dangerous Goods	(Core)	has the meaning given in the <i>Australian Code for the Transport of Dangerous Goods by Road and Rail</i> (extant edition and as amended from time to time).
Data Management System	(Optional)	means the Contractor's system for providing on-line access to data items in accordance with clause 2.3 of the SOW.
day	(Core)	means a calendar day.
Default	(Core)	<p>means any of the following:</p> <ul style="list-style-type: none"> <li>a. a breach of an express or implied provision of the Contract by a party to the Contract; and</li> <li>b. a breach of a general law duty or an applicable law in relation to the Contract by any of the following: <ul style="list-style-type: none"> <li>(i) the Commonwealth or Commonwealth Personnel;</li> <li>(ii) a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor; and</li> <li>(iii) the Contractor or Contractor Personnel.</li> </ul> </li> </ul> <p>A breach of a general law duty or an applicable law by Commonwealth Personnel, a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor is taken to be a Default by the Commonwealth.</p> <p>A breach of a general law duty or an applicable law by Contractor Personnel is taken to be a Default of the Contractor.</p>
Defect	(Core)	<p>means a defect, fault (including a fault which results in a Failure), damage, malfunction or omission, including in relation to:</p> <ul style="list-style-type: none"> <li>a. operation, performance or functionality; or</li> <li>b. design, manufacture, workmanship or materials,</li> </ul> <p>and 'Defective' has a corresponding meaning.</p> <p>Without limiting the above, Supplies are Defective if they do not conform to the requirements of the Contract. A defect, fault, damage, malfunction or omission is not a Defect to the extent that it results from fair wear and tear.</p>
Defence	(Core)	means the Department of Defence and/or the Australian Defence Force.
Defence Cyberworthiness System	(Optional)	means the framework provisioned by Chief of Joint Capability (CJC) as the ADF Cyberworthiness Authority, for the purposes of ensuring that Capability Managers understand and manage their risks to achieve Cyberworthiness outcomes. It complements the process and directives within existing frameworks, including seaworthiness, land worthiness and airworthiness.
Defence Personnel	(Core)	means an employee of the Department of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the <i>Defence Act 1903</i> (Cth)) and the equivalents from other organisations on exchange to Defence.
Defence Property	(Core)	means Commonwealth Property administered by Defence.
Defence Purpose	(Core)	<p>means a purpose related to any of the following:</p> <ul style="list-style-type: none"> <li>a. the defence and defence interests of Australia;</li> <li>b. the national security of Australia;</li> <li>c. the provision of aid or assistance in respect of an emergency or disaster (whether natural or otherwise); and</li> <li>d. peacekeeping or peace enforcement activities.</li> </ul>

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Term	Status	Definition
Defence-Required Australian Industrial Capability or DRAIC	(Optional)	means an Industrial Capability provided by one or more Australian Entities that provides specific outcomes required by Defence, and which is described in Attachment F. A DRAIC is a combination of DRAIC Elements that can be: <ul style="list-style-type: none"> <li>a. organised and operated to provide the required outcome; and</li> <li>b. applicable to the acquisition and/or the sustainment of a Materiel System.</li> </ul>
Defence Service Provider	(Core)	means a person, other than Defence Personnel, involved in Defence work or engaged by Defence.
Delivery Schedule	(Core)	means Attachment C to the Contract.
Design Authority	(Core)	means a person or organisation that has the overall responsibility for developing and ensuring the integrity of a design of a system or equipment, ensuring that the design decisions are documented and the consequences of any design decision are understood.
Detailed SDIP	(Optional)	means a detailed description of how an SDIP is to be delivered to support Defence capabilities. Detailed SDIPs include information needed by all levels of the supply chain, to consistently and continuously guide and grow the sovereign defence industrial base, aligned to Defence's needs.
Developmental Support System Components	(Optional)	means all items of S&TE, Training Equipment and special-to-type Packaging that either need to be developed or modified to satisfy the requirements of the Contract. Developmental Support System Components are a subset of Support System Components.
Deviation	(Core)	means written authorisation to depart from the originally specified requirements for a product before its production, granted following an application for a Deviation submitted before the event, when a condition is identified as not being able to be achieved, such as any of the following: <ul style="list-style-type: none"> <li>a. test requirement;</li> <li>b. process requirement;</li> <li>c. material requirement; and</li> <li>d. quality system requirement.</li> </ul>
Digitally Enabled Systems and Equipment or DESE	(Core)	<b>Note to drafters: Amend the following clause to suit the cyber requirements of the Contract. This definition acts to scope the cyber requirements (eg, for the purposes of cyber supply chain analyses).</b> means those systems and items of equipment that are categorised as Information and Communications Technology (ICT) Equipment, Operational Technology (OT) Equipment, or internet of things devices (ie, devices that connect together via the internet).
Dispute	(Core)	means any dispute, difference or disagreement between the parties arising out of or in connection with this Contract, including any dispute or difference as to the formation, validity, existence or termination of this Contract.
document	(Core)	includes each of the following: <ul style="list-style-type: none"> <li>a. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and</li> <li>b. any article or material from which sound, images, or writings are capable of being reproduced with or without the aid of any other article or device.</li> </ul>

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Term	Status	Definition
DRAIC Element	(Optional)	means a component element of a DRAIC, and includes, as separate DRAIC Elements, infrastructure, hardware, Software, materiel, facilities, personnel, ICT, processes, and Technical Data.
Earned Value Management or EVM	(Core)	means the program set out in clause 3.2.5 of the SOW for integrating scope, schedule, and resources and for measuring project performance under the Contract. It compares the amount of work that was planned with what was actually earned and what was actually spent to determine if cost and schedule performance are as planned. It also includes the management action to correct deviations from the plan.
Earned Value Management System or EVMS	(Core)	means a system that complies with clause 3.2.5 of the SOW.
Effectivity	(Core)	means a designation, defining the product range (eg, serial numbers, block numbers, batch numbers, lot numbers, models, dates or event) at which a specific product configuration applies, a change is to be or has been affected, or to which a variance from that product information applies.
Engineering Change Proposal	(Core)	means a formal written proposal by the Commonwealth or the Contractor, prepared in accordance with the terms of the Contract, by which a change to a Baseline of an article, either delivered or to be delivered, is proposed, described, justified, and submitted to the approval authority. An Engineering Change Proposal may require revision of product configuration documentation, including: <ul style="list-style-type: none"> <li>a. the contract specification;</li> <li>b. the engineering drawings; and</li> <li>c. any document referenced from the documents identified in either paragraphs a or b.</li> </ul>
Engineering Design Data	(Optional)	has the meaning given in DEF(AUST)CMTD-5085C, <i>'Engineering Design Data for Defence Materiel'</i> .
Engineering Drawings	(Core)	<b>Note to drafters: If Engineering Drawing will only include 'technical drawings' (ie, two-dimensional) amend this definition.</b> refer to Engineering Design Data.
Engineering Information System	(Optional)	means the Contractor's system, as required under clause 4.5.3 of the SOW, which is used and generated by the systems engineering processes to provide access to the relevant technical information, decisions and rationale that describe the current state of system development and evolution. The EIS includes information produced by the Contractor and Approved Subcontractors.
Engineering Support	(Core)	means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable engineering and design-management services to be competently provided for the Materiel System throughout its LOT. Engineering Support includes Software support.
Environment	(Optional)	in the context of environmental management, means any of the following: <ul style="list-style-type: none"> <li>a. ecosystems and their constituent parts;</li> <li>b. natural and physical resources;</li> <li>c. the qualities and characteristics of locations, places and areas;</li> <li>d. noise; and</li> </ul>

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Term	Status	Definition
		e. the social, economic, aesthetic and cultural aspects of a thing mentioned in paragraphs a, b or c.
Environmental Harm	(Optional)	means any actual or threatened adverse impact on, or damage to, the Environment.
Environmental Incident	(Optional)	means any Environmental Harm or Contamination caused by or in relation to the Contractor's activities.
Environmental Management System or ENVMS	(Optional)	has the meaning given to that term in AS/NZS ISO 14001:2015.
Environmental Outcomes	(Optional)	means the minimisation of Environmental Harm wholly or partially caused by the Materiel System or its use, achieved through the elimination of environmental hazards and minimisation of environmental risks.
Escrow Agent	(Optional)	means a person specified as the Escrow Agent in Annex G to the TDSR Schedule for an Escrow Item.
Escrow Agreement	(Optional)	means an agreement entered into between the Escrow Agent, the Contractor and the Commonwealth for the purposes of clause 5.4 of the COC.
Escrow Item	(Optional)	means: a. an item; or b. a class, category or group of items, of TD or Software described in Annex G to the TDSR Schedule.
Essential AIC Obligations	(Core)	means each of the obligations set out in clause 4.2 of the COC.
EVM Flowdown Subcontractor	(Optional)	means an Approved Subcontractor that is required to implement an EVMS that complies with the identified requirements under the Subcontractor Earned Value Management Requirements clause of the SOW.
Excepted Risk	(Core)	means an event or circumstance that is any of the following: a. an act of God, including a natural disaster, such as a bushfire, an earthquake, a flood, a landslide or a cyclone; b. war, invasion, acts of foreign enemies, hostilities between nations, a terrorist act as defined in section 100.1 of the Criminal Code, civil insurrection or militarily usurped power; c. confiscation by governments or public authorities; and d. ionising radiation, contamination by radioactivity from nuclear fuel or waste, or combustion of nuclear fuels, except to the extent that the event or circumstance (or any resulting delay, loss or damage): e. arose out of or as a consequence of a Contractor Default; or f. could have been prevented or mitigated, by reasonable care on the part of the Contractor or Contractor Personnel.
Excluded Parties	(Core)	means the parties identified as such in Annex E to the TDSR Schedule.
Export Approval	(Core)	means an export licence, agreement, approval or other documented authority (however described) relating to export, required from the relevant authority in the country of origin and necessary for the performance of the Contract, including the provision and use of the Supplies.

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Term	Status	Definition
Facilities	(Core)	means all mobile, fixed, permanent and semi-permanent buildings, structures, installations, and the associated machinery, plant and utilities for the operating, engineering, Maintenance, supply, Training, and administrative elements of a Materiel System.
Facilities Condition Report	(Optional)	<b>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</b> in relation to a GFF Licensed Area, means the report at Appendix 3 of the relevant annex to Attachment O.
Failure	(Core)	means the inability of a system or component to perform its required functions within specified performance requirements. The fault tolerance discipline distinguishes between a human action (a mistake), its manifestation (a hardware or Software fault), the result of the fault (a failure), and the amount by which the result is incorrect (the error).
Failure Mode	(Core)	means the physical or functional manifestation of a Failure. For example, a system in failure mode may be characterised by slow operation, incorrect outputs, or complete termination of execution.
Failure Severity	(Core)	has the meaning set out in clause 7.1.7 of the SOW.
Final Acceptance	(Core)	means signature, by the Commonwealth Representative, of a Final Acceptance Certificate in accordance with clause 6.9 of the COC.
Final Acceptance Certificate	(Core)	means the certificate issued under clause 6.9 of the COC and as set out at Annex D to Attachment I.
Free and Open Source Software	(Core)	means Software that: a. is distributed on a free to use basis without a requirement to pay a Royalty or other fee; and b. may be used, modified, developed or adapted by any person subject to specified conditions, and includes open source Software, public domain Software, shareware, community source Software and freeware.
Full-Time Equivalent or FTE	(Optional)	means the equivalent of one person employed in a defined staff position on a full time basis, allowing for associated employment agreement obligations and entitlements.
Function and Performance Specification or FPS	(Core)	means the specification set out in Annex A to Attachment A as the FPS.
Functional Baseline or FBL	(Core)	means the current Approved documentation for a system or top level CI, which describes the functional, performance, interoperability and interface characteristics and the Verification required to demonstrate the achievement of those specified characteristics. The system or segment specification, with support from other documents, as applicable, establishes the functional baseline for the Mission System and the Support System.
GFF Common Area	(Optional)	<b>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</b> means an area of a GFF Licensed Area or the Commonwealth Premises in which the GFF is located, identified in the plans in Appendix 1 of the relevant annex to Attachment O as a GFF Common Area.

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Term	Status	Definition
GFF Delay Event	(Optional)	<p><b>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</b></p> <p>means any of the following:</p> <ol style="list-style-type: none"> <li>the Commonwealth excludes the Contractor or Contractor Personnel from the GFF (or a substantial part of it) other than as reasonably necessary for the normal operation and maintenance of the Commonwealth Premises in which the GFF is located;</li> <li>the Commonwealth requires the Contractor to relocate from the GFF to another location;</li> <li>the GFF Licence is terminated by the Commonwealth; and</li> <li>the Contractor cannot exercise (or fully exercise) a right granted under the GFF Licence due to a Commonwealth Default or a breach of a general law duty or an applicable law by an Unrelated Party,</li> </ol> <p>other than as a result of a Contractor Default or an Excepted Risk.</p>
GFF Licence	(Optional)	<p><b>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</b></p> <p>means the licence granted by clause 3.8 of the COC.</p>
GFF Licence Application Date	(Optional)	<p><b>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</b></p> <p>in relation to a GFF Licensed Area, means the date specified in the annex for that GFF Licensed Area as the date on which the GFF Licence applies to the GFF Licensed Area.</p>
GFF Licence Commencement Date	(Optional)	<p><b>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</b></p> <p>in relation to the GFF Licence, means [INSERT DATE], being the date the GFF Licence commences.</p>
GFF Licence Expiry Date	(Optional)	<p><b>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</b></p> <p>in relation to the GFF Licence, means [INSERT DATE], being the date the GFF Licence expires and ceases to have effect.</p>
GFF Licence Term	(Optional)	<p><b>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</b></p> <p>in relation to a GFF Licence, means the period determined in accordance with clause 1.1 of Attachment O.</p>
GFF Licensed Area	(Optional)	<p><b>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</b></p> <p>in relation to a GFF Licence, means the area forming part of a Commonwealth Premises and identified as such in Appendix 1 of the relevant annex to Attachment O, including all buildings in that area and all Licensed Fittings in that area or those buildings.</p>
GFF Permitted Purpose	(Optional)	<p><b>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</b></p> <p>means any of the following:</p> <ol style="list-style-type: none"> <li>the purpose of performing the Contractor's obligations under and in connection with the Contract; and</li> <li>if the Commonwealth Representative consents in writing to the use of a GFF Licensed Area for a purpose under or in connection with another contract to which the Commonwealth is a party, the other purpose.</li> </ol>

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Term	Status	Definition
Glossary	(Core)	means this glossary.
Governing Security Documents	(Core)	<p><b>Note to drafters: Amend the following definition to suit the security requirements of the Contract. This definition is critical to the successful operation of the security provisions of the SOW, and particular attention is drawn to clause 4.6.7 of the SOW. Do not include commercial standards within this definition. Be aware that many of the Defence EMSEC documents (eg, the ACSIs) are classified and have releasability constraints. ACSI-61D and ACSI-71D, for example, are only available on the DSN.</b></p> <p>means the following documents applicable to the security provisions of the SOW:</p> <ul style="list-style-type: none"> <li>a. the Protective Security Policy Framework (PSPF);</li> <li>b. the Australian Government Information Security Manual (ISM);</li> <li>c. the Defence Security Principles Framework (DSPF);</li> <li>d. the Essential Eight Maturity Model (E8MM);</li> <li>e. the Security Classification and Categorisation Guide (SCCG) at Attachment J to the COC;</li> </ul> <div style="border: 1px solid black; padding: 5px;"> <p><b>Option: Include this option (amended as required) if EMSEC is applicable to the scope of system security.</b></p> <ul style="list-style-type: none"> <li>f. the applicable Australian Communications Security Instructions (ACSIs) identified at Annex A to the SOW or in the Approved Emanation Security Control Plan (ESCP);</li> <li>g. Project EMSEC Threat Assessment (ETA) and Project TEMPEST Requirements Statement (TRS); and</li> </ul> </div> <ul style="list-style-type: none"> <li>h. [INSERT OTHER APPLICABLE DEFENCE SECURITY DOCUMENTS].</li> </ul>
Government Agency	(Core)	<p>means a person or body performing governmental functions, including any of the following:</p> <ul style="list-style-type: none"> <li>a. a body politic;</li> <li>b. a government or government department or other body;</li> <li>c. a governmental, semi-governmental or judicial person; and</li> <li>d. a person (whether autonomous or not) charged with the administration of a law.</li> </ul>
Government Furnished Data or GFD	(Core)	means the data identified as 'Government Furnished Data' in Annex A to Attachment E.
Government Furnished Equipment or GFE	(Core)	means the equipment identified as 'Government Furnished Equipment' in Annex A to Attachment E.
Government Furnished Facilities or GFF	(Optional)	<p><b>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</b></p> <p>means the GFF Licensed Area(s) identified in Attachment O.</p>
Government Furnished Information or GFI	(Core)	means the information identified as 'Government Furnished Information' in Annex A to Attachment E.
Government Furnished Material or GFM	(Core)	means GFD, GFE, and GFI and any other material identified by the Commonwealth as GFM in Annex A to Attachment E.

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Term	Status	Definition
Government Furnished Services or GFS	(Optional)	means the services identified as 'Government Furnished Services' in Annex B to Attachment E.
GST Act	(Core)	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and associated taxation legislation.
GST Group	(Optional)	means a GST group formed in accordance with Division 48 of the GST Act.
Guaranteed Agreement	(Optional)	<b>Note to drafters: Include this if optional clause 7.7.2 is used in the COC.</b> means an agreement listed at Attachment 1 to the Master Deed of Guarantee and Indemnity.
Hazardous Chemical	(Core)	has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Highly Sensitive Software	(Core)	means Software specified in Annex A to the TDSR Schedule.
Highly Sensitive TD	(Core)	means TD specified in Annex A to the TDSR Schedule.
Imported Content	(Core)	means that part of the Supplies that is not AIA or Australian Government charges or duties, including GST. This includes that part of the Supplies that is of overseas (other than New Zealand) origin and comprises all associated costs including, but not limited to, international freight and cartage (by other than Australian and New Zealand industry carriers), agent's fees, and overseas storage.
Imported Contract Expenditure or ICE	(Core)	has the meaning given in paragraph 2.3 of the ACE Measurement Rules.
Independent AIC Audit Program	(Core)	means the Commonwealth's Independent AIC Audit Program for auditing compliance with the AIC Obligations and AIC Subcontractor Obligations.
Indigenous Enterprise	(Optional)	means an organisation, operating a business, that is 50 per cent or more Indigenous owned. It may take the form of a company, incorporated association or trust. A social enterprise or registered charity may also be an Indigenous enterprise if it is operating a business. Supply Nation ( <a href="http://www.supplynation.org.au">www.supplynation.org.au</a> ) maintains a list of Indigenous Enterprises that meet this definition.
Industrial Capability	(Core)	means the ability, resulting from the employment of business, commercial and industry resources, to provide particular goods and/or services. An industrial capability is one that is not only able to provide the goods and services when needed, but it is also sustainable over the period that the industrial capability may be required; and 'Industrial Capabilities' has a corresponding meaning.
Information and Communications Technology Equipment or ICT Equipment	(Optional)	means any device that can process, store or communicate data electronically in a digital form, such as computers, multifunction devices, network devices, smartphones, digital cameras, electronic storage media, smart devices and other radio devices.
Insolvency Event	(Core)	means, in respect of a person, any of the following: a. the person: (i) becoming insolvent;

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Term	Status	Definition
		<ul style="list-style-type: none"> <li>(ii) ceasing to carry on all or a material part of its business; or</li> <li>(iii) taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;</li> <li>b. the appointment of a Controller, a liquidator or provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property;</li> <li>c. the person becoming subject to external administration provided for in Chapter 5 of the <i>Corporations Act 2001</i> (Cth);</li> <li>d. the person suffering execution against, or the holder of a Security Interest or any agent on its behalf taking possession of, any of the person's property (including seizing the person's property within the meaning of section 123 of the <i>Personal Properties Securities Act 2009</i> (Cth));</li> <li>e. the person being taken under section 459F(1) of the <i>Corporations Act 2001</i> (Cth) to have failed to comply with a statutory demand;</li> <li>f. an order or resolution for the winding up or deregistration of the person;</li> <li>g. a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; and</li> <li>h. any analogous event under the law of any applicable jurisdiction.</li> </ul>
Insurance S&TE	(Core)	means any item of S&TE that cannot be justified on the basis of S&TE optimisation analyses but that returns some advantage, through ownership, to the Commonwealth.
Insurance Spare	(Optional)	means a Spare that cannot be justified on the basis of a probabilistic Spares assessing analysis but that returns some advantage, through ownership, to the Commonwealth. Insurance Spares are Spares that are not recommended through Spares-optimisation modelling.
Integrated Baseline Review	(Core)	means the review conducted to determine the adequacy of: <ul style="list-style-type: none"> <li>a. the Contractor's Performance Measurement Baseline in accordance with clause 3.2.5 of the SOW; and</li> <li>b. the Subcontractors' Performance Measurement Baseline in accordance with clause 3.5.2 of the SOW.</li> </ul>
Intellectual Property or IP	(Core)	means all present and future rights conferred by law in or in relation to any of the following: <ul style="list-style-type: none"> <li>a. Copyright;</li> <li>b. rights in relation to a Circuit Layout, Patent, Registrable Design or Trade Mark (including service marks); and</li> <li>c. any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world whether registered or unregistered.</li> </ul>
Internal System Review	(Core)	means a System Review, other than a Mandated System Review, that the Contractor or Subcontractor conducts as part of the program of activities for the Contract.
Introduction into Service Training	(Core)	means Training that is designed to train Personnel, who are already competent and qualified on existing equipment, on the new systems being provided under the Contract to enable those Personnel to competently operate and support the new systems. This type of Training would also be provided to training personnel.
Issue	(Core)	means a concern or action whose progress needs to be monitored, but which is technically not a risk because it does not represent any

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Term	Status	Definition
		cost or schedule threat to the Contract at this point in time. Typical issues include action items from meetings, corrective actions, and concerns or actions arising from correspondence, metrics collection and analysis, deviation from progress against plans, and reviews of process application.
Issue Register	(Core)	means the log used by the Contractor for recording each Issue and the associated actions.
Key Commercial Item	(Core)	means a Commercial Item listed (or required to be listed) in Annex C to the TDSR.
Key Person	(Core)	means a person filling a Key Staff Position.
Key Staff Position	(Core)	means a project position that requires a person with highly specialised skills or such capabilities that are crucial to the success of the project, as identified in accordance with clause 3.4 of the SOW.
Latent Defect	(Core)	means a Defect that: <ul style="list-style-type: none"> <li>a. was not discoverable by reasonable test, inspection or other methods of assurance before Acceptance of the Supplies (or if the Contract does not provide for Acceptance of the Supplies, Final Acceptance), as the case may be; and</li> <li>b. other than in relation to Software, falls outside the incidence of random Failures to be expected of Supplies of the relevant kind.</li> </ul>
LD Amount	(Optional)	for a Milestone, means the amount specified in, or calculated in accordance with, Attachment D as the LD Amount for the Milestone.
Licence	(Core)	means a non-exclusive licence of IP in respect of TD, Software or Contract Material, being a licence that: <ul style="list-style-type: none"> <li>a. is fully paid-up and does not require any additional payment by the licensee, including by way of Royalty or any other fee;</li> <li>b. cannot be revoked or terminated by the licensor for any reason except upon expiration of a statutory protection term;</li> <li>c. operates in perpetuity without any action required on the part of the licensee to renew or extend the licence;</li> <li>d. operates on a world-wide basis; and</li> <li>e. binds each successor in title to the owner of the IP in respect of the TD, Software or Contract Material.</li> </ul>
Licensed Fittings	(Optional)	<b>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</b> means the following items in a GFF Licensed Area: <ul style="list-style-type: none"> <li>a. fixed internal partitioning and panelling;</li> <li>b. floor coverings, window blinds and awnings;</li> <li>c. cabling and connection points of any installed telecommunication systems;</li> <li>d. lines, conduits, connections, taps, outlets, controls and regulatory and safety devices of any reticulated electricity, gas or water supply;</li> <li>e. sinks and basins,</li> <li>f. fire sprinkler systems;</li> <li>g. light, heating and air-conditioning fittings;</li> <li>h. installed warning or alarm systems;</li> <li>i. signage supporting the function or the intended function of the GFF;</li> </ul>

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Term	Status	Definition
		<p>j. hoses and compressor units;</p> <p>k. other fixed plant and equipment (not being GFE), including that listed in an appendix to an annex to Attachment O; and</p> <p>l. any other items made available in a GFF Licensed Area by the Commonwealth for the Contractor's use,</p> <p>and any items that replace those while the GFF Licence is in force, but does not include items that are GFE.</p> <p><b>Note to drafters: This list should be reviewed and updated depending on the actual licensed fittings. If a fitting which is being licensed does not appear on the list above, you will need to include it. Conversely, if an item is listed as being a 'licensed fitting' above, but is not being licensed to the Contractor, it should be deleted from the list above.</b></p>
Life Cycle Cost	(Core)	means the total cost to the Commonwealth of acquisition and ownership (both direct and indirect) of the Mission System and Support System over the LOT of the Mission System. The LCC includes all costs associated with acquisition, In-Service operations, logistics support, and disposal.
Life-of-Type or LOT	(Core)	means the planned duration of the service life of the Mission System. For this Contract, the LOT is the period of <b>[DRAFTER TO INSERT PERIOD]</b> years following Final Acceptance.
Logical Solution Representation	(Core)	has the meaning as given in EIA-632, <i>Processes for Engineering a System</i> .
Long Lead Time Item	(Core)	means a Mission System component or Support System Component which, because of its complexity of design, complicated manufacturing process, or limited production capacity, would cause extended production or procurement cycles that would preclude timely delivery if not ordered in advance of the normal provisioning processes under the Contract for the particular type of component.
Loss	(Core)	means any liability, loss (including economic loss), damage, compensation, costs and expenses.
Maintenance	(Core)	means all actions taken to retain materiel in, or restore it to, a specified condition or to restore it to serviceability; and 'Maintain' has a corresponding meaning. It includes inspection, condition monitoring, servicing, repair, overhaul, testing, calibration, rebuilding, reclamation, upgrades, modification, recovery, classification and the salvage of technical equipment. Maintenance includes both Corrective Maintenance and Preventive Maintenance.
Maintenance Support	(Core)	means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable Maintenance services to be competently provided for the Materiel System throughout its LOT.
Major Change	(Core)	<p><b>Note to drafters: Amend this definition to include any project-specific requirements.</b></p> <p>means an Engineering Change Proposal that:</p> <p>a. contains an engineering design for which the judgement of significance is classified as significant in relation to the technical risk introduced by the implementation of the design;</p> <p>b. affects the FBL of the Mission System(s);</p> <p>c. affects the Contract Price;</p>

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Term	Status	Definition
		<p>d. affects requirements (other than the Functional Baseline) and/or the design, and the Commonwealth considers the change has a significant impact upon one or more of the following:</p> <ul style="list-style-type: none"> <li>(i) the operational or performance characteristics of the Materiel System, including in relation to safety, security, survivability, reliability, maintainability, availability and supportability;</li> <li>(ii) the ability to meet schedule requirements, particularly the Milestone Dates;</li> <li>(iii) Government Furnished Equipment (GFE);</li> <li>(iv) Interface Control Documents or specified interoperability with interfacing CIs, support equipment or support Software, spares, trainers or training devices, equipment or Software;</li> <li>(v) the content of operating instructions, maintenance documentation or other Technical Data (TD), other than those classified as Minor Changes;</li> <li>(vi) interchangeability or replaceability as applied to CIs, and to all subassemblies and parts except the pieces and parts of non-repairable subassemblies;</li> <li>(vii) sources of CIs or Repairable Items at any level defined by source-control drawings; and</li> <li>(viii) skills, personnel numbers, training, biomedical factors or human-engineering design.</li> </ul>
Malware	(Core)	<p>means Software or Source Code the intent or effect of which is malicious (ie, Software that may appear to be dormant or perform a useful or desirable function, but that actually gains unauthorised access to system resources or induces the user to execute other malicious logic). Malware is a generic term for a number of different types of malicious code including adware, spyware, bots, ransomware, rootkits, trojans, viruses and worms.</p>
Mandated System Review	(Core)	<p>means a System Review that is mandated in the Contract.</p>
Master Deed of Guarantee and Indemnity	(Optional)	<p><b>Note to drafters: Include this if optional clause 7.7.2 is used in the COC. Contact the ASDEFCON and Contracting Initiatives Team for information on the relevant Master Deed of Guarantee and Indemnity.</b></p> <p>means the [INSERT NAME OF THE DEED] between the Commonwealth and the Guarantor dated [INSERT DATE].</p>
Materiel Safety	(Core)	<p>means that the Materiel Systems, including elements thereof, are, so far as is reasonably practicable, without risks to the health and safety of persons who:</p> <ul style="list-style-type: none"> <li>a. use those Materiel Systems or elements for a purpose for which they were designed and manufactured;</li> <li>b. handle those Materiel Systems or elements;</li> <li>c. store those Materiel Systems or elements;</li> <li>d. construct those Materiel Systems or elements;</li> <li>e. carry out any reasonably foreseeable activity in relation to the manufacture, assembly or use of the Materiel Systems or elements or proper storage decommissioning, or disposal (eg, inspection, operation, cleaning, Maintenance or repair of Materiel Systems or elements); and</li> <li>f. are at or in the vicinity of a workplace and who are exposed to Materiel Systems or elements at that workplace or whose health</li> </ul>

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Term	Status	Definition
		or safety is affected by any activity referred to in sub-paragraph (a) to (e) above.
Materiel System	(Core)	means the combination of the Mission System and the Support System.
Measure of Effectiveness	(Core)	means an attribute of the end system that describes the degree to which the intended solution is perceived as meeting the expectations of a stakeholder in solving a target problem. An MOE is typically part of a hierarchy of such attributes, with those at the lowest level being able to be expressed quantitatively.
Measure of Suitability	(Core)	means an attribute of the end system that describes the success or otherwise of a system being able to sustain its assigned role, considering the level of effort and resources required to sustain it. An MOS is typically part of a hierarchy of such attributes, with those at the lowest level being able to be expressed quantitatively.
Milestone	(Core)	means an event specified as a Milestone in Attachment C.
Milestone Date	(Core)	in relation to a Milestone, means the date for achievement of the Milestone as set out in Attachment C.
Milestone Payment	(Core)	in relation to a Milestone, means the amount set out in Annex B to Attachment B in respect of the Milestone.
Minor Change	(Core)	<p><b>Note to drafters: Amend this definition to include any project-specific requirements.</b></p> <p>means an Engineering Change Proposal that:</p> <ol style="list-style-type: none"> <li>does not meet any of the criteria for a Major Change;</li> <li>substitutes a component with one that is built to the same build standard; or</li> <li>amends TD, and the amendments have no technical impact on the associated product's form, fit, function, physical performance, logistic or maintenance support arrangements, and includes amendments such as: <ol style="list-style-type: none"> <li>typographic errors;</li> <li>grammatical errors;</li> <li>misspellings;</li> <li>incorrect page numbering;</li> <li>incorrect nomenclature; and</li> <li>incorrect contact information.</li> </ol> </li> </ol>
Mission System	(Core)	<p><b>Note to drafters: When complex Support System Components are to be developed (eg, an integration and test laboratory or Training simulator) these may be designated as a type of Mission System for the purposes of the Contract by including the optional words below and listing them within the definition.</b></p> <p>means that element of the Materiel System that directly performs the operational function [... and those elements designated as Mission Systems under the Contract ...]. For this Contract, Mission System specifically means <b>[INSERT PROJECT SPECIFIC MEANING]</b>.</p>
Mobilisation Payment	(RFT Core)	means the payment identified as a Mobilisation Payment in Annex B to Attachment B.
month	(Core)	means a calendar month.
Moral Rights	(Core)	means any of the following: <ol style="list-style-type: none"> <li>a right of attribution of authorship;</li> </ol>

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Term	Status	Definition
		b. a right not to have authorship falsely attributed; or c. a right of integrity of authorship.
MSR Checklist	(Core)	means the applicable checklist for a Mandated System Review at Annex D to the SOW.
New Resources	(Core)	means Support Resources that require development, and may include Support and Test Equipment, Facilities, new or restructured personnel skills, Training Equipment or Training Materials, new or special transportation systems, new computer resources, and new repair, test, or inspection techniques or procedures to support new design plans or technology.
Non-Development Item	(Core)	means material available from a wide variety of sources (including COTS items). An NDI does not require any development effort to meet specific Commonwealth requirements.
Not-To-Exceed	(Core)	means a price (inclusive of any extra fees) that shall not be exceeded for the provision and completion of an applicable group of Supplies or of an approved work activity.
Notifiable Incident	(Core)	has the meaning given in sections 35 to 37 of the <i>Work Health and Safety Act 2011</i> (Cth).
Objective Evidence	(Core)	means specified documentary evidence required to validate an item for a specific application.
Obsolescence	(Core)	means the process of becoming out-of-date or superseded. Obsolescence can affect all equipment, Software, tools, processes, Technical Data and other support elements.
Obsolescent	(Core)	means, for a hardware item, that the item is subject to an announced end of production date; and, for a Software item, that the item is subject to an announced end of support date.
Obsolete	(Core)	means, for a hardware item, that the item is no longer in production by the manufacturer; and, for a Software item, that the item is no longer supported.
Operating Expenses	(Optional)	<p><b>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor. This list should be reviewed and amended to ensure completeness and accuracy.</b></p> <p>means the total of all costs, charges, fees, expenses, Taxes and other outgoings paid or payable, charged or chargeable, assessed or assessable upon or otherwise incurred by the Commonwealth in respect of the Commonwealth Premises in which the GFF is located or in managing, supervising, operating, cleaning, painting, maintaining and keeping secure the Commonwealth Premises in which the GFF is located and not otherwise recouped by the Commonwealth under the GFF Licence, including all of the following:</p> <ol style="list-style-type: none"> <li>all amounts paid or payable to any Government Agency in respect of the Commonwealth Premises in which the GFF is located (not including a GFF Licence fee, if any);</li> <li>all insurance premiums payable in respect of the insurances effected by the Commonwealth in respect of the Commonwealth Premises in which the GFF is located against risks referable to the Commonwealth Premises in which the GFF is located or to the Commonwealth in relation to the Commonwealth's ownership or interest in the Commonwealth Premises in which the GFF is located;</li> </ol>

## ATTACHMENT M

Term	Status	Definition
		<p>c. amounts incurred in respect of the maintenance, operation, renovation, repair, upgrade and upkeep of the Commonwealth Premises in which the GFF is located (other than those parts of the Commonwealth Premises in which the GFF is located from which the Contractor derives no benefit from a right of access);</p> <p>d. amounts incurred in respect of cleaning, lighting, maintaining and servicing common areas;</p> <p>e. amounts incurred in respect of caretaking, security and other expenses associated with facilities provided on or from the Commonwealth Premises in which the GFF is located;</p> <p>f. amounts incurred in respect of control and security (including fees payable to the Commonwealth's security contractors, car parking attendants and traffic supervisors) in connection with the Commonwealth Premises in which the GFF is located (including amounts incurred in respect of salaries and wages, labour on costs and accident compensation insurance premiums);</p> <p>g. amounts incurred in respect of maintenance, repair and testing of fire fighting and protection equipment (including sprinkler installations, hydrants, fire extinguishers, smoke detectors and other fire fighting equipment) installed by the Commonwealth on the Commonwealth Premises in which the GFF is located, including amounts paid or payable to a Government in respect of the supply, maintenance, servicing and monitoring of fire alarms;</p> <p>h. amounts incurred in respect of any other services (including IT services) provided in respect of the Commonwealth Premises in which the GFF is located, including:</p> <ul style="list-style-type: none"> <li>(i) amounts payable to specialist contractors;</li> <li>(ii) wages paid to permanent staff employed; and</li> <li>(iii) the cost of materials used by the Commonwealth, in connection with those services;</li> </ul> <p>i. amounts that the Commonwealth incurs in respect of the management and supervision of the Commonwealth Premises in which the GFF is located and arrangements for use or occupation of or access to the Commonwealth Premises in which the GFF is located;</p> <p>j. amounts incurred in complying with any requirement of a Government Agency in relation to the Commonwealth Premises in which the GFF is located (other than those parts of the Commonwealth Premises in which the GFF is located to which there is no access or use by the public or the Contractor) but excluding requirements which are the responsibility of a particular tenant, licensee or occupier of the Commonwealth Premises in which the GFF is located; and</p> <p>k. any other expenditure reasonably and properly incurred by the Commonwealth in the operation and maintenance of the Commonwealth Premises in which the GFF is located, but excluding any of the following:</p> <ul style="list-style-type: none"> <li>l. costs of capital repairs (provided these are not needed because of Contractor Default);</li> </ul> <p>m. amounts that the Commonwealth is not permitted by law to recover from the Contractor;</p> <p>n. amounts of GST in respect of the GFF Licence; and</p> <p>o. any other amounts payable or to be borne by the Contractor under Attachment O.</p>

## ATTACHMENT M

Term	Status	Definition
Operating Support	(Core)	means the organisation of hardware, Software, materiel, Facilities, Personnel, processes and Technical Data needed to enable the Mission System to be competently operated throughout its LOT.
Operational Concept Document or OCD	(Core)	means the document set out in Annex B to Attachment A.
Operational Technology Equipment or OT Equipment	(Optional)	means the programmable components of a system (hardware and/or software) that detect or cause a change through the direct monitoring and/or control of physical devices, processes or events. These components interact with the physical environment or manage devices that interact with the physical environment. Embedded systems are also included in the sphere of operational technology (eg, smart instrumentation), along with a large subset of scientific data acquisition, control, and computing devices. Systems that process operational data (including electronic, telecommunications, computer systems and technical components) are included under the term operational technology. An OT device could be as small as the engine control unit (ECU) of a car or as large as the distributed control network for a national electricity grid.
Operative Date	(Core)	has the meaning set out in Contract (Support).
Other Capabilities	(Core)	means Capabilities that are currently maintained or that will be introduced by the Commonwealth and/or by third parties under separate contractual arrangements with the Commonwealth, and which interoperate and/or integrate with the Materiel System.
Ozone Depleting Substance	(Core)	means any substance identified as having ozone depleting potential in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act.
Packaging	(Core)	means the wrapping, container, cushioning materials and palletisation materials as required in which an item is delivered, handled, stored or distributed until required for use or to be disposed of.
Patent	(Core)	means the rights and interests in any registered, pending, or restored standard or innovation patent under the <i>Patents Act 1990</i> (Cth) or the corresponding laws of any other jurisdiction, including all provisional applications, substitutions, continuations, continuations-in-part, continued prosecution applications including requests for continued examination, divisions, additions and renewals, all letters patent granted, and all reissues, re-examinations and extensions, term restorations, confirmations, registrations, revalidations, revisions and supplemental protection certificates.
Performance Measurement Baseline or PMB	(Core)	means the agreed time-phased budget plan against which Contract performance is measured under the EVMS.
Personal Information	(Core)	has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Personnel	(Core)	means all staff involved in the operation and/or support of the Mission System and/or Support System, including Commonwealth, Contractor (Support) and Subcontractors (Support) staff.
Prescribed ACE Percentage	(Core)	means the ACE percentage specified in Table 1 of Attachment F in respect of an ACE Measurement Point.
Prescribed Activities	(Core)	means any of the following: a. the use, handling or storage of:

## ATTACHMENT M

Term	Status	Definition
		<ul style="list-style-type: none"> <li>(i) a prohibited carcinogen, restricted carcinogen or lead, each as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011 (Cth)</i>; or</li> <li>(ii) Hazardous Chemicals the use of which is restricted under regulation 382 of the <i>Work Health and Safety Regulations 2011 (Cth)</i> including polychlorinated biphenyls;</li> </ul> <p>b. unless otherwise agreed by the Commonwealth, the use, handling or storage of Hazardous Chemicals that are defined in the <i>Work Health and Safety Regulations 2011 (Cth)</i> as:</p> <ul style="list-style-type: none"> <li>(i) Schedule 11 Hazardous Chemicals exceeding manifest quantities; or</li> <li>(ii) Schedule 15 Chemicals where the applicable State or Territory regulator has determined the storage facility to be a major hazard facility;</li> </ul> <p>c. the use, handling or storage of a Problematic Source;</p> <p>d. the use, handling or storage of ordnance;</p> <p>e. high risk work as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011 (Cth)</i> that requires dedicated work plans;</p> <p>f. electrical work on energised electrical equipment as contemplated by the <i>Work Health and Safety Regulations 2011 (Cth)</i>;</p> <p>g. high risk construction work, demolition work or excavation work, each as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011 (Cth)</i>;</p> <p>h. work involving ACM as contemplated by subregulation 419(2) of the <i>Work Health and Safety Regulations 2011 (Cth)</i>;</p> <p>i. work that requires a confined space entry permit in accordance with <i>Work Health and Safety Regulations 2011 (Cth)</i>; and</p> <p>j. remote or isolated work as defined in subregulation 48(3) of the <i>Work Health and Safety Regulations 2011 (Cth)</i>.</p>
Preventive Maintenance	(Core)	<p>means all scheduled Maintenance actions performed to retain the systems in a serviceable condition, to ascertain the condition and correct functioning of the system hardware or Software, and to improve the reliability of the systems by providing systematic inspection, detection, prevention and delaying of known Failure Modes. Preventive Maintenance tasks include:</p> <ul style="list-style-type: none"> <li>a. scheduled inspection on-condition tasks;</li> <li>b. scheduled inspection Failure-finding tasks;</li> <li>c. scheduled removal rework tasks; and</li> <li>d. scheduled removal discard tasks.</li> </ul>
Privacy Commissioner	(Core)	<p>means any person performing any 'privacy function' within the meaning of the <i>Australian Information Commissioner Act 2010 (Cth)</i>.</p>
Problematic Source	(Core)	<p>means a source of ionising or non-ionising radiation, from a material or apparatus, that is required to be licensed with the Australian Radiation Protection and Nuclear Safety Agency.</p>
Problematic Substance	(Core)	<p>means an Ozone Depleting Substance, Synthetic Greenhouse Gas, Dangerous Good or Hazardous Chemical.</p>
Problem Resolution System	(Core)	<p>means the Contractor's closed-loop system, as required under clause 7.1.7 of the SOW, for collecting, classifying, and documenting data in relation to Failures, problems and faults, and for defining corresponding corrective actions and V&amp;V activities.</p>

## ATTACHMENT M

Term	Status	Definition
Process Audit	(Core)	means a systematic, independent and documented review of a process (a process being a set of interrelated or interacting activities which transforms inputs into outcomes) resulting in the obtaining of audit evidence and evaluating such evidence to objectively determine the extent to which the process complies with stated requirements. The review may include any documentation and records associated with the process.
Product Audit	(Core)	means a systematic, independent and documented review of a product (a product being the result of a process) resulting in the obtaining of audit evidence and evaluating such evidence to objectively determine the extent to which the product complies with stated requirements. The review may include the inspection of the product and analysis of its processes documentation and records.
Product Baseline or PBL	(Core)	means the current Approved documentation that describes the configuration of a CI during the production, fielding/deployment and operational support phases of its life cycle. The product baseline describes all necessary physical or form, fit, and function characteristics of a CI, the selected functional characteristics designated for production Acceptance testing, and the production Acceptance test requirements.
Product Configuration Information	(Core)	means a CI's detailed design documentation including those Verification requirements necessary for Accepting product deliveries (eg, for first article Acceptance and Acceptance inspections). Product Configuration Information includes product definition information (i.e., information that defines the product's requirements, documents the product attributes, including the process information used in its realisation, and is the authoritative source for CM of the product) and product operational information (information developed from product definition information used to test, operate, maintain and dispose of a product).
Progress Certificate	(Optional)	means a certificate issued under clause 6.7 of the COC in the form set out at Annex E to Attachment I.
Progress Certification	(Optional)	means certification in accordance with clause 6.7 of the COC signified by the Commonwealth Representative's signature of the Progress Certificate.
Proportionate Liability Law	(Core)	means any of the following: <ul style="list-style-type: none"> <li>a. Civil Liability Act 2002 (NSW) – Part 4;</li> <li>b. <i>Wrongs Act 1958</i> (Vic) – Part IVAA;</li> <li>c. Civil Liability Act 2002 (WA) – Part 1F;</li> <li>d. <i>Civil Liability Act 2003</i> (Qld) – Chapter 2, Part 2;</li> <li>e. Civil Law (Wrongs) Act 2002 (ACT) – Chapter 7A;</li> <li>f. Proportionate Liability Act 2005 (NT);</li> <li>g. Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001 (SA) – Part 3;</li> <li>h. Civil Liability Act 2002 (Tas) – Part 9A;</li> <li>i. Competition and Consumer Act 2010 (Cth) – Part VIA;</li> <li>j. <i>Corporations Act 2001</i> (Cth) – Part 7.10, Div 2A; and</li> <li>k. <i>Australian Securities &amp; Investments Commission Act 2001</i> (Cth) – Part 2, Division 2, Subdivision GA.</li> </ul>

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Term	Status	Definition
PT PCP	(Optional)	<p><b>Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.</b></p> <p>means the Commonwealth's 'Payment Times Procurement Connected Policy'.</p>
PT PCP Policy Team	(Optional)	<p><b>Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.</b></p> <p>means the relevant Minister, department or authority that administers or otherwise deals with the PT PCP on the relevant day.</p>
PT PCP Subcontract	(Optional)	<p><b>Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.</b></p> <p>means a Subcontract between a Reporting Entity and another party (<b>Other Party</b>) where:</p> <ol style="list-style-type: none"> <li>the Subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Contract;</li> <li>both parties are carrying on business in Australia; and</li> <li>the component of the Subcontract for the provision of goods or services for the purposes of the Contract has a total value of less than (or is reasonably estimated will not exceed) \$1,000,000 (inc GST) during the period of the Subcontract, not including any options, extensions, renewals or other mechanisms that may be executed over the life of the Subcontract;</li> </ol> <p>but does not include the following Subcontracts:</p> <ol style="list-style-type: none"> <li>Subcontracts entered into prior to the Reporting Entities' tender response for the Contract;</li> <li>Subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or</li> <li>Subcontracts for the purposes of: <ol style="list-style-type: none"> <li>procuring and consuming goods or services overseas; or</li> <li>procuring real property, including leases and licences.</li> </ol> </li> </ol>
PT PCP Subcontractor	(Optional)	<p><b>Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.</b></p> <p>means the party that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract.</p>
PTR Act	(Optional)	<p><b>Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.</b></p> <p>means the Payment Times Reporting Act 2020 (Cth), as amended from time to time, and includes a reference to any subordinate legislation made under the Act.</p>
Quality	(Core)	means the degree to which a set of inherent characteristics fulfils requirements.
Quality Assurance	(Core)	means that part of Quality Management focused on providing confidence that Quality requirements will be fulfilled.
Quality Management	(Core)	means co-ordinated activities to direct and control an organisation with regard to Quality.
Quality Management System	(Core)	means the management system implemented by the Contractor in accordance with clause 8.1 of the SOW for the purposes of Quality Management.

## ATTACHMENT M

Term	Status	Definition
Radiofrequency Spectrum	(Optional)	means the range of frequencies of electromagnetic radiation within which radiocommunications are capable of being made from zero to less than 420 terahertz.
Registrable Design	(Core)	means a design able to be protected under the <i>Designs Act 2003</i> (Cth) or the corresponding laws of any other jurisdiction.
Related Body Corporate	(Core)	has the meaning given by section 9 of the <i>Corporations Act 2001</i> (Cth).
Repairable Item	(Core)	means an item that when unserviceable can be reconditioned or economically repaired to a serviceable state for further use.
Reporting Entity	(Optional)	<b>Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.</b> has the meaning given to this term in the <i>PTR Act</i> .
Reporting Entity Subcontractor	(Optional)	<b>Note to drafters: Include if clauses 11.9.15-11.9.19 (regarding PT PCP) are included in the COC.</b> means any person that: a. is a Reporting Entity; and b. provides goods or services directly or indirectly to the Contractor for the purposes of the Contract where the value of such goods or services are estimated to exceed \$4,000,000 (inc GST). 'Reporting Entity Subcontract' has a corresponding meaning.
Request	(Core)	means a request for tender, proposal, quotation or information or similar request for the provision of goods or services to the Commonwealth.
Resident Personnel	(Core)	means the Commonwealth Personnel and Commonwealth engaged contractors and representatives located at the Contractor's and Subcontractor's premises for the purpose of the Contract.
Review	(Core)	in relation to a data item, has the meaning given in clause 2.4.3 of the SOW.
Risk Register	(Core)	means the log used by the Contractor for recording each risk, risk assessment and risk-management strategy in accordance with the Approved PMP.
Royalty	(Core)	means a payment or credit made by a licensee in consideration for the exercise of a particular right or privilege by the licensor in favour of the licensee for the use of, or the right to use, any IP, however calculated.
Safety Outcomes	(Core)	means the achievement of Materiel Safety through the identification of foreseeable hazards that could give rise to risks to health and safety and the elimination, so far as is reasonably practicable, of risks to health and safety and where elimination is not reasonably practicable, the minimisation of risks to health and safety so far as is reasonably practicable.
Schedule 11 Hazardous Chemicals	(Core)	has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Schedule 15 Chemical	(Core)	has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Security Authorisation	(Core)	means a security-related Certification, Accreditation, risk assessment outcome, regulatory approval, or other documented

## ATTACHMENT M

Term	Status	Definition
		<p>authority provided by a Defence security authority and necessary for the delivery of the Supplies or the performance of the Contract.</p> <p><b>Note to drafters: Amend the following note and clause to suit the security requirements of the Contract:</b></p> <p><b>Note: The DSPF and ISM are continually evolving. The language below in relation to ICT security reflects the endorsed version of these policy documents at the time that the template was drafted, where the terms 'ATO-C' and 'ATO' have replaced 'PICTA' and 'ICTA', respectively.</b></p> <p>For the purposes of the security requirements of the Contract, the applicable Security Authorisations are:</p> <ol style="list-style-type: none"> <li>physical security Certification;</li> <li>EMSEC Certification;</li> <li>ATO-C / ATO;</li> <li>cyber-maturity assessment against the Defence Cyberworthiness System (DCWS); and</li> <li>the security considerations as part of the applicable regulatory / assurance framework for the Contract (eg, seaworthiness or airworthiness).</li> </ol>
Security Interest	(Core)	<p>means any of the following:</p> <ol style="list-style-type: none"> <li>a security for the payment of money or performance of an obligation, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;</li> <li>a 'security interest' as defined in section 12(1) or (2) of the <i>Personal Property Securities Act 2009</i> (Cth); and</li> <li>an agreement to create any of these or allow any of these to exist.</li> </ol>
Security Outcomes	(Core)	<p>means that a Security System-of-Interest (SSoI), including elements thereof, has achieved a level of security performance such that the SSoI is determined to be As Secure As Reasonably Practicable (ASARP), including that:</p> <ol style="list-style-type: none"> <li>security considerations have been addressed as they apply to the design, development, implementation, V&amp;V, and Security Authorisations for the SSoI;</li> <li>the SSoI is able to operate effectively, achieve the Safety Outcome, and undertake the intended missions in the environment in which the system is expected to operate, as set out in the Contract;</li> <li>the SSoI is resilient to cyber threats, including that the SSoI is able to: <ol style="list-style-type: none"> <li>withstand, respond to, and adapt to adverse system conditions caused by cyber threats; and</li> <li>recover from effects, attacks or compromises caused by cyber threats;</li> </ol> </li> <li>the security risks applicable to the SSoI have either been eliminated or the likelihood and/or consequence have been reduced to the extent practicable; and</li> <li>the Commonwealth's security obligations have been met as they pertain to the confidentiality, classification, availability and integrity of information and data processed, stored and/or communicated electronically or by similar means by the SSoI.</li> </ol>
Security System-of-Interest or SSoI	(Core)	

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Term	Status	Definition
		<p>means:</p> <p>a. the Mission System;</p> <p>b. the Support System; and</p> <p>c. [DRAFTER TO INSERT].</p>
Services	(Optional)	<p><b>Note to drafters: This definition is used with SOW clause 3.12.2 Transition Requirements and Coordination.</b></p> <p>means the services required to be provided under the Contract (Support).</p>
Sewerage Treatment Plant	(Optional)	<p><b>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</b></p> <p>means the facility so identified on the plan at Appendix 1 of an annex to Attachment O.</p>
Shared Facilities	(Core)	<p><b>Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.</b></p> <p>in relation to the GFF Licence, means:</p> <p>a. if a part of a GFF Licensed Area is identified in a plan at Appendix 1 to an annex to Attachment O as Shared Facilities, that part of the GFF Licensed Area; and</p> <p>b. any part of a GFF Licensed Area specified as Shared Facilities in a notice by the Commonwealth Representative under clause 4 of Attachment O.</p>
Small to Medium Enterprise (SME)	(Core)	means an Australian Entity which has up to 200 full-time equivalent employees.
Software	(Core)	means a collection of computer code comprising a set of instructions or statements used directly or indirectly by a computer to bring about a certain result, (including using a computer programming language to control a computer or its peripheral devices) and includes computer programs, firmware, applications, and Software Updates but excludes Software Design Data and Source Code.
Software Design Data	(Core)	means data which describes the internal design and operation of a Software program and its interface with the external Software and hardware systems in which it operates, including explanations of particular codes, standard headers or distinct procedures (with reference to inputs, outputs and processing).
Software Release	(Optional)	means a collection of new and/or changed Software CIs, which are tested and introduced into the live environment together.
Software Update	(Optional)	means, in relation to Software:
		<p>a. a new release of or change to that Software (which is designed to overcome errors or malfunctions in, or designed to improve the operation of, the Software); or</p> <p>b. a new version of that Software (which is designed to enhance or provide extra functionality to that Software).</p>
Source Code	(Core)	means the expression of Software in human readable form which is necessary to understand, maintain, modify, correct and enhance that Software.
Sovereign Defence Industrial Priority or SDIP	(Core)	has the meaning given in the 2024 Defence Industry Development Strategy. SDIPs applicable to the Contract are identified in Attachment F.

## ATTACHMENT M

Term	Status	Definition
Sovereignty	(Core)	means Australia having sovereign control over the ability to employ Defence capability or force when and where required, and for the period required, to produce the desired military effect. Sovereignty is a component of Capability, particularly in relation to preparedness. Sovereignty embraces all of the Industrial Capabilities identified in Attachment F for delivery under the Contract.
Spare	(Core)	means an item that is a Repairable Item (RI) or a non-Repairable Item that is not currently fitted to an end item or system.
Specification	(Core)	a detailed statement of a set of requirements to be satisfied by a material, product, system or process, indicating the procedures for checking compliance with these requirements. It may take the form of either a standard produced for common and repeated use, or a publication, which defines a unique product or process, and may incorporate reference to published standards.
Standardisation Opportunity	(Core)	means an opportunity to use common or compatible: <ul style="list-style-type: none"> <li>a. operational, administrative, and logistic procedures;</li> <li>b. technical procedures and criteria;</li> <li>c. interchangeable supplies, components, weapons, or equipment; or</li> <li>d. tactical doctrine with corresponding organisational compatibility.</li> </ul> In this context, common or compatible refers to: <ul style="list-style-type: none"> <li>a. common or compatible within the Mission System being designed;</li> <li>b. common or compatible within the Support System being designed; and</li> <li>c. common or compatible with the existing support infrastructure into which the new Support System will be integrated.</li> </ul>
Statement of Tax Record	(Optional)	has the same meaning as in the Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement – March 2019.
Statement of Work or SOW	(Core)	means Attachment A, including the annexes to the SOW and any specifications referred to in the SOW.
Stock Item	(Core)	means an item which is either a RI or a non-RI and held either by the Commonwealth or the Contractor to support the Materiel System. Stock Items include Spares.
Stop Payment Milestone	(Core)	means a Milestone identified as a Stop Payment Milestone in Attachment C.
Subcontractor	(Core)	means any person (not the Commonwealth) that, for the purposes of the Contract, provides items or services directly or indirectly to the Contractor and includes Approved Subcontractors; and 'Subcontract' has a corresponding meaning.
Subcontractor AIC Plan	(Core)	means the AIC plan developed, delivered and updated by the AIC Subcontractor and approved by the Contractor or another Approved Subcontractor (as applicable) in accordance with the relevant Approved Subcontract.
Subcontractor (Support)	(Core)	means a subcontractor to the Contractor (Support).
Sublicence	(Core)	in respect of a Licence to IP granted to the Commonwealth in accordance with clause 5.2, 5.3 or 5.7 of the COC, means a sublicense of that IP on terms that comply with the requirements of clause 5.9 of the COC, as applicable to that sublicense.

## ATTACHMENT M

Term	Status	Definition
Supplier Request Document	(Optional)	means the request documentation sent by the Contractor to potential subcontractors as part of a formal approach to the market (including request for proposal, request for tender and request for quotation).
Supplies	(Core)	means goods and services required to be supplied under the Contract and includes items acquired in order to be incorporated into the Supplies. A reference to Supplies is also a reference to: a. each item of Supplies; b. a component of a system or subsystem comprised of Supplies; and c. such a system or subsystem itself.
Supplies Acceptance Certificate	(Core)	means a certificate in the form of the annex to DID-PM-MGT-SAC or other form agreed between the parties.
Supply Chain	(Core)	means the network of Subcontractors that deliver products and services to the Contractor, either directly or indirectly through other Subcontractors, which are incorporated into the Supplies.
Supply Support	(Core)	means the organisation of hardware, Software, materiel, Facilities, Personnel, processes and Technical Data needed to enable supply services to be completely provided for the Materiel System throughout its LOT. Supply Support also includes the Support Resources of Spares and Packaging.
Support and Test Equipment	(Core)	means the equipment needed to support the operation, support and disposal of the Mission System and Support System Components, as and when required, throughout the life of the Materiel System. S&TE includes materials handling equipment, ground handling equipment, tools, personal protective equipment, metrology and calibration equipment, test equipment and automated test equipment, and diagnostic Software for support equipment Maintenance. S&TE does not include either Training Equipment or Mission System equipment that is used by the Mission System when it is directly engaged in the performance of its mission.
Support Resources	(Core)	means the physical products (including Spares), equipment, materials, Facilities, Technical Data, Personnel, and any other physical resources required to operate and support all or a particular part of the Mission System as the case requires.
Support System	(Core)	means the sum of the existing support infrastructure (including that of the Commonwealth, the Contractor and its Subcontractors, the Contractor (Support) and its Subcontractors, and the additional support elements being generated under the Contract to enable the Mission System to be effectively operated and supported so that it can meet its operational requirements. The Support System includes support required for Support System Components.
Support System Components	(Core)	means the physical end-items of the Support System that can be defined using a specification. Support System Components are a subset of Support Resources and include Packaging, Technical Data, equipment, materials, and Facilities, as well as Spares and other physical components required for the support of those Support System end-items. Support System Components do not include Personnel or Spares for the Mission System.
Support System Constituent Capabilities	(Core)	means the five subsystems of the Support System, including Operating Support, Engineering Support, Maintenance Support, Supply Support, and Training Support. Each Support System

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Term	Status	Definition
		Constituent Capability involves the following organisations: the Commonwealth, in-service support contractors (including the Contractor) and in-service support subcontractors (including Subcontractors).
Supportability	(Core)	means the degree to which the Mission System design characteristics and the planned or existing Support System enable preparedness requirements to be met.
Supportability Related Design Factors	(Core)	means those Supportability factors that affect the design of an item. Examples include inherent reliability and maintainability values, testability values, and transportability characteristics.
Surveillance	(Core)	means continual monitoring and Verification of the status of an entity and analysis of records to ensure that specified requirements are being fulfilled (the entity could be a system, process, product, project, contract, etc).
Sustainment Training	(Optional)	means Training that is conducted as part of career, trade and specialist courses undertaken by Defence Personnel in relation to the Capability.
Synthetic Greenhouse Gas	(Core)	means any gas identified as a Synthetic Greenhouse Gas in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or in any regulations made under that Act.
System Audit	(Core)	means a systematic, independent and documented review of a system (a system being a set of interrelated or interacting elements) resulting in the obtaining of audit evidence and evaluating such evidence to objectively determine the extent to which the system and its associated processes, documentation and records comply with stated requirements. The review may include any elements of the system.
System Owner	(Core)	<p><b>Note to drafters: Amend the following definition to incorporate the System Owner for the Mission System. If different SSols (or parts thereof) will have different System Owners, amend the definition accordingly.</b></p> <p>has the meaning given in the Defence Cyber Security Assessment &amp; Authorisation Framework. For the purposes of the ICT and cyber security requirements of the Contract, the System Owner is <b>[INSERT APPLICABLE APPOINTMENT]</b>.</p>
System Review	(Core)	means an event at which the progress of the technical effort (including that of engineering and integrated logistics support) is assessed relative to its governing plans and technical and contractual requirements.
Systems Engineering	(Core)	includes the technical and management efforts of directing and controlling a totally integrated engineering effort of a system or program. SE includes the effort to define the system and the integrated planning and control of the technical program efforts of design engineering, specialty engineering, production engineering, and integrated test planning. SE also includes the effort to transform an operational need or statement of deficiency into a description of system requirements and a preferred system configuration.
Target of Security Assessment or ToSA	(Optional)	<p>in relation to ICT security and cyber security, means an information system, a system comprising DESE, and all associated documentation, that is the subject of a security evaluation.</p> <p>The Mission System, as a whole, could be a ToSA (as well as being a Security System-of-Interest (SSoI)) or specific subsystems or components of the Mission System could be separate ToSAs (eg,</p>

## ATTACHMENT M

Term	Status	Definition
		the mission management system and the communications system within a platform could be separate ToSAs). For the Support System, the entire system will never be a ToSA (but it is always an SSol), while relevant elements of the Support System (eg, an item of Training Equipment) may be defined as either a ToSA within the Support System or a standalone SSol with one or more ToSAs.
Tax	(Core)	means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge.
Technical Data or TD	(Core)	means technical or scientific data, know-how or information, reduced to a material form (whether stored electronically or otherwise) in relation to the Materiel System, and includes calculations, data, databases, designs, design documentation, drawings, guides, handbooks, instructions, manuals, models, notes, plans, reports, simulations, sketches, specifications, standards, Training Materials, test results and writings, and includes Software Design Data and Source Code.
Technical Data and Software Rights Schedule or TDSR Schedule	(Core)	means Attachment G to the Contract.
Technical Integrity	(Optional)	in relation to an item, means the item's fitness for service, safety and compliance with regulations for environmental protection.
Technical Performance Measure	(Core)	means one of a set of key technical parameters for system end-products that is identified and tracked during the development program as part of an overall technical risk management strategy. The set of TPMs is a typically a subset of the lowest level MOEs.
Technological Opportunity	(Core)	means an opportunity that exists in a technological advancement or other design improvement which can be exploited in the new system/equipment's development and which has the potential to reduce logistic support resource requirements, reduce costs, or enhance system readiness.
Total Contract Expenditure	(Core)	means, in the context of an ACE Measurement Point, the sum of: a. Australian Contract Expenditure; and b. Imported Contract Expenditure, each calculated from ED to that ACE Measurement Point.
Trade Mark	(Core)	means a trade mark protected under the <i>Trade Marks Act 1995</i> (Cth) or corresponding laws of any other jurisdiction.
Training	(Core)	means the processes, systems, materials, resources, and services for bringing Personnel to the required standard of competency by instruction, practice or other prescribed methodology.
Training Equipment	(Core)	means any item of equipment required to perform Training.
Training Materials	(Core)	means materials, necessary for a suitably qualified instructor to effectively and efficiently provide Training to a body of students who meet the defined entry requirements. This material includes Training specifications, course curricula, Competency standards, lesson plans, assessment instruments (including recording/tracking tools), student workbooks, précis and other publications (excluding publications developed for non-Training purposes), exams, Training

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Term	Status	Definition
		aids including presentation, image, audio and video files, and, if applicable, computer-based training content, Software and manuals.
Training Support	(Core)	means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable Training services to be competently provided for the Materiel System throughout its life.
Transition	(Core)	means the activities undertaken by the Contractor, Subcontractor and the Commonwealth to transition the Supplies that have been produced under the Contract from the project oriented, development environment to an operating and support environment, leading to eventual closing out of the Contract.
Turn-Around-Time	(Core)	means that element of time needed to transport, service, repair, or check out an item for recommitment. This constitutes the time that it takes a Spare to go through the complete cycle from dispatch to the Contractor, through Contractor repair and return the Spares inventory ready for use.
Unit of Competency or UOC	(Core)	an agreed statement of the skills and knowledge required for effective performance in a particular job or job function. A UOC is made up of elements of competency, together with performance criteria, a range of variables, and an evidence guide.
Unrelated Party	(Core)	means any person other than any of the following: <ul style="list-style-type: none"> <li>a. the Commonwealth and Commonwealth Personnel;</li> <li>b. the Contractor and Contractor Personnel;</li> <li>c. a Related Body Corporate of the Contractor; and</li> <li>d. an employee, officer or agent of a Related Body Corporate of the Contractor.</li> </ul>
Use	(Core)	means, in relation to a licence of any TD, Software or Contract Material granted to a licensee, to: <ul style="list-style-type: none"> <li>a. use, reproduce, adapt and modify the TD, Software or Contract Material in accordance with the licence; and</li> <li>b. disclose, transmit and communicate the TD, Software or Contract Material: <ul style="list-style-type: none"> <li>(i) to the licensee's employees, officers and agents; and</li> <li>(ii) to a sublicensee under a sublicense granted in accordance with the licence.</li> </ul> </li> </ul>
Validation	(Core)	means confirmation by examination and provision of Objective Evidence that the specific intended use or application of a product or service, or aggregation of products and services, is accomplished in an intended usage environment; and 'Validate' and 'Validated' have corresponding meanings.
Verification	(Core)	means confirmation by examination and provision of Objective Evidence that specified requirements to which a product or service, or aggregation of products and services, is built, coded, assembled and provided have been fulfilled; and 'Verify' has a corresponding meaning.
WHS Legislation	(Core)	means any of the following: <ul style="list-style-type: none"> <li>a. the Work Health and Safety Act 2011 (Cth) and the Work Health and Safety Regulations 2011 (Cth); and</li> <li>b. any corresponding WHS law as defined in section 4 of the <i>Work Health and Safety Act 2011</i> (Cth).</li> </ul>

<b>Term</b>	<b>Status</b>	<b>Definition</b>
WHS Management System or WHSMS	(Core)	has the meaning given to OHS Management System in AS/NZS ISO 45001:2018.
Wilful Default	(Core)	means a Default where the breach relates to an act or omission that is intended to cause harm, or otherwise involves recklessness in relation to an obligation not to cause harm.
Work Breakdown Structure	(Core)	has the meaning given in DEF(AUST) 5664A – Work Breakdown Structures for Defence Materiel Projects.
Working Day	(Core)	in relation to the doing of an action in a place, means any day in that place other than: <ul style="list-style-type: none"> <li>a. a Saturday, Sunday or public holiday; and</li> <li>b. any day within the two-week period that starts on: <ul style="list-style-type: none"> <li>(i) the Saturday before Christmas Day; or</li> <li>(ii) if Christmas Day falls on a Saturday, Christmas Day.</li> </ul> </li> </ul>

## 3. REFERENCED DOCUMENTS

Reference	Description
AAP 8000.011	Defence Aviation Safety Regulations
ABS Catalogue 5206-Table 4	Australian National Accounts: National Income, Expenditure and Product, Table 4 - Chain Price Indexes
ABS Catalogue 6345	Wage Price Index, Australia
ABS Catalogue 6427	Producer Price Indexes, Australia
ABS Catalogue 6457	International Trade Prices Indexes, Australia
ACE Measurement Rules	<i>Australian Contract Expenditure Measurement Rules</i> . Available from: <a href="https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance">https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance</a>
	ACSC Publication, 'Cloud Computing Security Considerations', October 2021
	ACSC Publication, 'Cyber Supply Chain Risk Management', May 2023
	ACSC Publication, 'Essential Eight Maturity Model' (as amended from time to time)
	ACSC Publication, 'Guidelines for Security Documentation', September 2023
	ACSC Publication, 'Guidelines for System Monitoring', September 2023
	ACSC Publication, 'Identifying Cyber Supply Chain Risks', May 2023
	ACSC Publication, 'Strategies to Mitigate Cyber Security Incidents', February 2017
	ACSC Publication, 'Strategies to Mitigate Cyber Security Incidents – Mitigation Details', February 2017
	ACSC System Security Plan (SSP) Annex A, as amended from time to time
ACSI 61D	Emanation Security Installation Manual
ACSI 71D	Emanation Security Manual
ADF-I-3 ESO	ADF-I-3 Electromagnetic Spectrum Operations
AFSMAN	Air Force Security Manual, Volume 1, 7 May 2024
ANP3411-0101	Naval Materiel Assurance Publication
ANP4605	Navy Cyberworthiness
ANSI/AIAA G-043-1992	American National Standards Institute / American Institute of Aeronautics and Astronautics, Guide for the Preparation of Operational Concept Documents, 1992
	<i>Australian Code for the Transport of Dangerous Goods by Road and Rail (as amended from time to time)</i>
ARPANS Act	Australian Radiation Protection and Nuclear Safety Act 1998 (Cwth)
ARPANS Regulations	Australian Radiation Protection and Nuclear Safety Regulations 2018 (Cwth)
ARPANSA Radiation Protection Series S-1	Standard for Limiting Exposure to Radiofrequency Fields – 100 kHz to 300 GHz (2021)
ARPANSA Radiation Protection Series S-1	Advisory Note: Compliance of mobile or portable transmitting equipment (100 kHz to 300 GHz) (2021)

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Reference	Description
AS 1100	Australian Standards – Technical Drawings
AS 4817:2019	Earned value management in project and programme management
AS/NZS ISO 9001:2016	Quality Management Systems – Requirements
AS/NZS ISO 10005:2018	Quality Management – Guidelines for Quality Plans
AS/NZS ISO 14001:2015	Environmental management systems—Requirements with guidance for use
AS/NZS ISO 19011:2003	Guidelines for Quality and/or Environmental Management Systems Auditing
AS/NZS ISO 31000:2018	Risk Management – principles and guidelines
AS/NZS ISO 45001:2018	Occupational health and safety management systems—Requirements with guidance for use
AS/NZS ISO/IEC/IEEE 12207:2019	Systems and software engineering – Software life cycle processes
AS/NZS ISO/IEC/IEEE 15288:2015	Systems and software engineering - System life cycle processes
AS/NZS ISO/IEC/IEEE 15939:2022 (ISO/IEC/IEEE 15939:2017)	Systems and software engineering – Measurement process
ASD-STE100	International specification for the preparation of technical documentation in a controlled language
ASIO 18-9938	Security Manager's Guide: Supply Chain Security, 2018
	Auditor-General Act 1997 (Cth)
	The Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010) (Cth)
Shadow Economy Procurement Connected Policy	Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement – March 2019.
Defence Cost Principles	<i>Defence Cost Principles</i> . A copy is available from: <a href="https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance">https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance</a>
CASG Manual (PM) 006	Defence Supplement to the Australian Standard for Earned Value Management, AS 4817, Version 2.1 (2023)
CASG Policy (PM) 003	Earned Value Management Tiered Application to CASG Contracts
CASG-2-Instruction (PM) 003	Integrated Baseline Review and Earned Value Management System Review
CASG-2-Procedure (E&T) 12-3-001	Operational Concept Document
	CASG Risk Management Product Risk Matrix
CMU/SEI-96-HB-001	IDEAL – A Users Guide to Software Process Improvement
	Circuit Layouts Act 1989 (Cth)
	Code of Practice, <i>Managing the Work Environment and Facilities</i> (an approved code of practice under section 274 of the <i>WHS Act</i> )

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Reference	Description
	Code of Practice, <i>Preparation of Safety Data Sheets for Hazardous Chemicals</i> (an approved code of practice under section 274 of the <i>WHS Act</i> )
	Commonwealth Procurement Rules – December 2020
	Commonwealth Supplier Code of Conduct, as amended from time to time
	Copyright Act 1968 (Cth)
	Corporations Act 2001 (Cth)
CTIS	Australian Cyber Security Centre (ACSC) Cyber Threat Intelligence Sharing (CTIS) platform
DEF(AUST)1000C	ADF Packaging
DASR	Defence Aviation Safety Regulations
DEF(AUST) 5000, Volume 6, Part 2, Section 12, Issue 2	Emanation Security
DEF(AUST)CMTD- 5085C	Engineering Design Data for Defence Materiel
DEF(AUST)5629C	Production of Military Technical Manuals
DEF(AUST)IPS-5630	Developing S1000D Interactive Electronic Technical Publications (IETPs)
DEF(AUST)5664A	Work Breakdown Structures for Defence Materiel Projects
DEF(AUST)5691	Logistic Support Analysis
DEF(AUST)5692	Logistic Support Analysis Record Requirements for the Australian Defence Organisation
	Defence Cyber Security Assessment & Authorisation Framework, Version 4.2, 22 April 2024
	Defence Cyberworthiness System (DCwS) Maturity Model
Defence ICT/Cyber SCRM Framework	Defence ICT/Cyber Procurement Supply Chain Risk Management Framework, October 2020
DEFLOGMAN	<b>Note to drafters: The DEFLOGMAN has been withdrawn and is being replaced. Update the following references accordingly.</b> Defence Logistics Manual
DEFLOGMAN Part 2 Volume 5 Chapter 5	<i>Item Identification and Recording of Defence Logistics Assets in Support of MILIS</i>
DEFLOGMAN Part 2 Volume 5 Chapter 10	<i>Defence Disposal Policy</i>
DEFLOGMAN Part 2 Volume 7 Chapter 1	Defence Supplier Quality Assurance Manual
DEFLOGMAN Part 2 Volume 9	Defence Explosive Ordnance Manual
DEFLOGMAN Part 2 Volume 10 Chapter 3	Integrated Logistic Support
DEFLOGMAN Part 2 Volume 10 Chapter 5	Acquisition and Management of Technical Data – EMM Chapter 2

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Reference	Description
DEFLOGMAN Part 2 Volume 10 Chapter 14	Materiel Reliability, Availability and Maintainability Policy – EMM Chapter 6
DEFLOGMAN Part 2 Volume 10 Chapter 15	Supportability Analysis
DEFLOGMAN Part 2 Volume 10 Chapter 16	Life Cycle Costing Analysis
DEFLOGMAN Part 2 Volume 10 Chapter 22	The Management of Electromagnetic Environmental Effects
DEFLOGMAN Part 3	Electronic Supply Chain Manual (ESCM)
DI ADMINPOL Annex J PPL7	Required Behaviours in Defence
DI-IPSC-81427B	Software Development Plan (SDP) DID
DI-IPSC-81429A	Software Transition Plan (STrP) DID
DI-IPSC-81431A	System/Subsystem Specification (SSS) DID
DI-IPSC-81432A	System/Subsystem Design Description (SSDD) DID
DI-IPSC-81433A	Software Requirements Specification (SRS) DID
DI-IPSC-81434A	Interface Requirements Specification (IRS) DID
DI-IPSC-81435A	Software Design Description (SDD) DID
DI-IPSC-81436A	Interface Design Description (IDD) DID
DI-IPSC-81437A	Database Design Description (DBDD) DID
DI-IPSC-81438A	Software Test Plan (STP) DID
DI-IPSC-81439A	Software Test Description (STD) DID
DI-IPSC-81440A	Software Test Report (STR) DID
DI-IPSC-81441A	Software Product Specification (SPS) DID
DI-IPSC-81442A	Software Version Description (SVD) DID
DI-SESS-81632	Interface Specification
	Defence Industry Development Strategy, also known as '2024 DIDS'
	Defence Intellectual Property Policy 2014
DLM	Defence Learning Manual
DRSM	Defence Radiation Safety Manual
DSPF	Defence Security Principles Framework, as amended from time to time
DWRM	Defence Workplace Relations Manual
	Defence Safety Manual
	Designs Act 2003 (Cth)
	Financial Policy – Gifts and Benefits
	Financial Policy - Sponsorship
EIA-632-1998	Processes for Engineering a System
EIA-649	National Consensus Standard for Configuration Management
EIA-836	Configuration Management Data Exchange and Interoperability
	Environment Protection and Biodiversity Conservation Act 1999 (Cth)

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Reference	Description
EMM	Engineering and Maintenance Manual
Form AC847	Application for Contractor Access to MILIS
GHS	Globally Harmonised System of Classification and Labelling of Chemicals, 3rd Revised Edition
GST Act	A New Tax System (Goods and Services Tax) Act 1999 (Cth)
HB90.9-2000	Software Development – Guide to ISO 9001:2000
ICTSB SCRM Framework	Defence ICT/Cyber Procurement Supply Chain Risk Management Framework
IPP	<i>Commonwealth Indigenous Procurement Policy</i> – December 2020. A copy of the IPP is available from: <a href="https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp">https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp</a>
ISA/IEC 62433 series	Security for Industrial Automation and Control Systems
ISM	Information Security Manual, as amended from time to time
	<i>Integrity Policy</i>
ISO 216	Writing Paper and Certain Classes of Printed Matter – Trimmer Sizes – A and B series
ISO 10303	Automation systems and integration — Product data representation and exchange
ISO 10918	JPEG
ISO/IEC 27001:2022	Information security, cybersecurity and privacy protection – Information security management systems – Requirements
ISO/IEC 27005: 2022	Information security, cybersecurity and privacy protection – Guidance on managing information security risks
ISO/IEC 27032:2012	Cybersecurity – Guidelines for internet security
ISO/IEC/IEEE 42010:2011	Systems and software engineering - Architecture description
	Judiciary Act 1903 (Cth)
LCAM	Logistics Compliance and Assurance Manual
LMSM	Land Materiel Safety Manual
	Legal Services Directions 2017
MIL-HDBK-1467	Acquisition of Software Environments and Support Software
MIL-HDBK-46855A	Human Engineering Guidelines for Military Systems, Equipment and Facilities
MILPERSMAN	Military Personnel Policy Manual
MIL-PRF-28000	Digital Representation for Communication of Product Data: IGES Application Subsets and IGES Application Protocols
MIL-PRF-28001	Markup Requirements and Generic Style Specification for Electronic Printed Output and Exchange of Text
MIL-PRF-28002	Raster Graphics Representation in Binary Format
MIL-STD-461G	Requirements for the Control of Electromagnetic Interference – Characteristics of Subsystems and Equipment
MIL-STD-464C	Electromagnetic Environmental Effects – Requirements for Systems

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Reference	Description
MIL-STD-882E	Department of Defense Standard Practice – System Safety
MIL-STD-961E	Defense and Program-unique Specifications Format and Content
MIL-STD-1472F	Human Engineering
	National Measurement Act 1960 (Cth)
Navy Directive 09/19	Navy Cyberworthiness Governance Framework
National Institute of Standards and Technology (NIST)	Framework for Improving Critical Infrastructure Cybersecurity, Version 1.1, April 16, 2018
NIST CSF	National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF), Version 2.0, February 26, 2024
NIST SP 800-18	Guide for Developing Security Plans for Federal Information Systems, Revision 1, February 2006
NIST SP 800-30	Guide for Conducting Risk Assessments, Revision 1, September 2012
NIST SP 800-37	Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy, Revision 2, December 2018
NIST SP 800-53	Security and Privacy Controls for Information Systems and Organizations, Revision 5, September 2020
NIST SP 800-53A	Assessing Security and Privacy Controls in Information Systems and Organizations, Revision 5, January 2022
NIST SP 800-82	Guide to Operational Technology Security, Revision 3, September 2023
	Ozone Protection and Synthetic Greenhouse Gas Management Act 1989 (Cth)
	Patents Act 1990 (Cth)
	Physical Security Standards – HMA Ships, Submarines & Watercraft, Version 4.0, 17 December 2020
	Privacy Act 1988 (Cth)
PSMAN	Product Support Manual
PSMAN Chapter 2	Integrated Product Support Overview
PSPF	Protective Security Policy Framework, as amended from time to time
RTCA/DO-178B	Software Considerations in Airborne Systems and Equipment Certification
	Radiocommunications Act 1992 (Cth)
	RAN Training System Manual
SAE ARP4754	Certification Considerations for Highly Integrated or Complex Aircraft Systems
S1000D™	International specification for technical publications using a common source database
SADL	Systems Approach to Defence Learning
SAFETYMAN	Defence Safety Manual
SCRM Procurement Tool	ICT/Cyber Procurement Supply Chain Risk Assessment (SCRA) Tool, version 1.0, April 2021
STANAG 4177	Codification of Items of Supply – Uniform System of Data Acquisition

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Reference	Description
	The United Nations Convention on Contracts for the International Sale of Goods
WHS Act	Work Health and Safety Act 2011 (Cth)
WHS Regulations	Work Health and Safety Regulations 2011 (Cth)
	<i>Workplace Gender Equality Act 2012 (Cth)</i>
	<i>Workplace Gender Equality Procurement Principles</i>

## 4. WBS DICTIONARY FOR CONTRACT SUMMARY WBS

WBS Element	Definition
Mission System	<p>This element includes the hardware and Software used to accomplish the primary mission of the defence materiel item.</p> <p>This element includes all design, development, integration, assembly, test and checkout, as well as all technical and management activities associated with individual hardware/Software elements.</p> <p>This element also includes the design, development, integration, assembly, test and checkout associated with the overall Mission System. When an electronic/automated Software system comprises several Mission Systems, each will be listed separately at level 2.</p>
Support System	<p>This element includes all of the physical support deliverables being generated under the Contract, including any effort associated with the acquisition of, and/or the design, development and production of those physical deliverables.</p> <p>Includes any effort associated with delivery, installation, integration, and check out.</p> <p>Includes the acquisition, design, development and production of any logistics resources associated with those physical deliverables (ie, the logistics resources required for the support of Support System elements such as Facilities, S&amp;TE, etc).</p>
Platform Integration	<p>This element includes the effort involved in providing technical and engineering services to the platform manufacturer or integrator during the installation and integration of the Mission System into the host vehicle.</p>
Project Management	<p>This element includes the business and administrative planning, organising, directing, co-ordinating, controlling, and approval actions designated to accomplish overall program objectives which are not associated with specific hardware elements and are not included in systems engineering.</p> <p>This element includes cost, schedule, performance measurement management, warranty administration, contract management, data management, vendor liaison, subcontract management, risk, IV&amp;V activities, life cycle cost, transition to operational service, Australian Industry Capability, and Technical Data and Software rights management.</p>
Systems Engineering	<p>This element includes the technical and management efforts of directing and controlling a totally integrated engineering effort of a system or program.</p> <p>This element includes the effort to define the system and the integrated planning and control of the technical program efforts of design engineering, specialty engineering, production engineering, and integrated test planning.</p> <p>This element also includes the effort to transform an operational need or statement of deficiency into a description of system requirements and a preferred system configuration.</p>
Integrated Logistic Support	<p>This element includes the overall planning, directing, and controlling of the ILS function.</p> <p>This element includes the effort associated with the logistics-analysis processes, the outcome of which result in the identification of the logistics resources (both</p>

## ATTACHMENT M

WBS Element	Definition
	<p>range and scale) required to support both the Mission System and the Support System.</p> <p>Excludes the acquisition of, and/or the design, development and production of specific Support System Components (eg, S&amp;TE, Facilities, Software Support Environment, Training Equipment and Materials, etc). These activities are covered under the individual Support System elements themselves.</p> <p>Excludes the acquisition, design, development and production of the logistics resources required for the support of the individual Support System elements themselves.</p>
Verification and Validation	<p>This element includes V&amp;V management and infrastructure for both the Mission System and the Support System as well as the actual V&amp;V for all phases of the Contract.</p> <p>This element includes processes that demonstrate that the engineering design and development process is complete, demonstrate that the design risks have been minimised, demonstrate that the system will meet specifications and determine whether the engineering design is supportable (practical, maintainable, safe, etc) for operational use.</p> <p>This element includes such tests as system demonstration, flight tests, sea trials, mobility demonstrations, stability tests, qualification operational test and evaluation, etc, and support thereto, required to prove the operational capability of the deliverable system.</p> <p>This element also includes logistics testing efforts to evaluate the achievement of Supportability goals and the adequacy of the support for the system (eg, deliverable maintenance tools, test equipment, technical publications, maintenance instructions, personnel skills and training requirements, and Software support facility/environment elements).</p>

## ATTACHMENT N

## CONFIDENTIAL INFORMATION AND REPORTING (CORE)

**Note to drafters: Drafters must review the draft Contract to determine if it contains commercial information that meets the Confidentiality Test. Drafters should then review the examples provided below, prior to release of the RFT, and complete the tables as appropriate.**

**Commercial information claimed to be confidential by potential tenderers must be assessed against the Confidentiality Test and only information that meets this test can be included in this attachment. Only the information in this attachment can be considered for reporting confidentiality provisions on AusTender for Senate Order 192.**

**Note to tenderers: This attachment will consist of the successful tenderer's response to this attachment and any negotiated adjustments.**

**The Commonwealth's policy on the identification of Confidential Information, including the 'Confidentiality Test', is contained on the Department of Finance (DoF) website at:**

- <https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle>.

**The following four criteria comprise the 'Confidentiality Test', and must all be met for a Contractor's commercial information to be Confidential Information:**

- Criterion 1: The information to be protected must be specifically identified;**
- Criterion 2: The information must be commercially sensitive;**
- Criterion 3: Disclosure would cause unreasonable detriment to the owner of the information or another party; and**
- Criterion 4: The information was provided with an express or implied understanding that it would remain confidential.**

**The period of confidentiality must be specified for each item (eg, for the period of the Contract, a period specified in the Contract). It should not be for an unlimited period.**

**Pricing provisions in Attachment B must only be listed in this attachment if they meet the Confidentiality Test.**

## Confidential Information

Item	Clause Title	Reason for classification	Party for whom the information is confidential	Period of confidentiality
(a)	(b)	(c)	(d)	(e)
Conditions of Contract, for example				
Clause 10.10 (eg, if an amended liability regime).	Liability Caps.	Contains details about insurance and liability regimes that meet the DoF Confidentiality Test.	Commonwealth / Contractor.	
Any tailored clauses or any confidential clauses inserted in the contract additional to the template clauses.	Insert any clauses which are not standard template clauses and meet the DoF Confidentiality Test.	Insert relevant reason.	Insert name of party.	
Conditions of Contract Attachments, for example				
Attachment A - Annex A	Description of Requirement (Identify Specific clause/s).	Contains information about how the Capability/Supplies are to be provided that may compromise the supplier's commercial interests elsewhere, including competing in future tender processes.	Commonwealth / Contractor.	

## ATTACHMENT N

Attachment B	Price and Payments (Identify Specific clause, table or section).	Contains details about commercially sensitive pricing information that is not in the public domain, including information about hourly rates, internal costing, profit margins, or pricing structures.	Contractor.	
Attachment G	Intellectual Property Plan Note that clauses describing how Intellectual Property rights are to be dealt with would generally not be considered confidential.	Contains details about intellectual property regimes including trade secrets and other intellectual property matters where they relate to a potential supplier's competitive position.	Insert name of party.	

## ATTACHMENT O

## GOVERNMENT FURNISHED FACILITIES LICENCE

**Note to drafters: This Attachment is to be used if a GFF Licence is to be provided to the Contractor (see COC clause 3.8).**

**All necessary approvals under the Lands Acquisition Act 1989 (Cth) (LAA) to grant a GFF Licence must be obtained before the Contract is signed. Failure to obtain the necessary LAA approvals before the Contract is signed will breach the LAA.**

**Drafters must engage with Directorate of Estate Licensing and Leasing (DELL), Infrastructure Division, Security and Estate Group to ensure the necessary approvals are in place before Contract signature.**

**Drafters should include details of any proposed or required GFF Licensed Area in an annex to the GFF Licence prior to release of the RFT.**

**Note to tenderers: This Attachment O will consist of an amalgamation of TDR E-13, the draft annex(es) to this GFF Licence, the successful tenderer's response and any negotiated adjustments. The date for provision of access to the GFF should be included in TDR E-13.**

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**ANNEXES**

- A. GFF Licensed Area #1
- B. [INSERT OTHER ATTACHMENTS]

**APPENDIXES**

- A-1 Plans
- A-2 Licensed Fittings
- A-3 Facilities Condition Report
- [INSERT OTHER APPENDIXES]

## ATTACHMENT O

**1 TERM****1.1 GFF Licence Term**

**Note to drafters: The term of the GFF Licence must be within the term of the Contract.**

- 1.1.1 The GFF Licence commences on the GFF Licence Commencement Date and ends on the earlier of:
- a. the day on which the GFF Licence is terminated;
  - b. the GFF Licence Expiry Date; and
  - c. the day on which the Contract expires or is terminated.
- 1.1.2 The GFF Licence applies to a GFF Licensed Area from the relevant GFF Licence Application Date until the earlier of:
- a. the date specified in the annex as the date the GFF Licence ceases to apply to the GFF Licensed Area; and
  - b. the end of the GFF Licence Term in accordance with clause 1.1.1.

**2 GFF****2.1 Use of GFF**

- 2.1.1 The Contractor shall only use a GFF Licensed Area for a GFF Permitted Purpose.

**2.2 Licensed Fittings**

- 2.2.1 The Contractor's right to occupy and use a GFF Licensed Area includes the right to use the Licensed Fittings in that area for a GFF Permitted Purpose.

**2.3 State and Condition of the GFF**

- 2.3.1 The Contractor acknowledges and agrees that the state and condition of a GFF Licensed Area, at the GFF Licence Application Date for that area, is as described in the Facilities Condition Report for that area and accepts the GFF Licensed Area in that state and condition subject to any works agreed to be carried out by either party and as recorded in the Facilities Condition Report.
- 2.3.2 The Commonwealth has not made, and the Contractor acknowledges and agrees that the Commonwealth has not made, any promise, representation or warranty as to the suitability of a GFF Licensed Area or the Commonwealth Premises in which a GFF Licensed Area is located for a GFF Permitted Purpose or any other purpose.

**2.4 Commonwealth Access**

- 2.4.1 The Contractor acknowledges and agrees that, without limiting any other rights of the Commonwealth under the Contract, the Commonwealth may access a GFF Licensed Area at any time for the purposes of:
- a. exercising its rights and powers under this GFF Licence or the Contract;
  - b. monitoring or inspecting the performance of the Contractor of its obligations under this GFF Licence or the Contract; or
  - c. for any other reasonable purpose.
- 2.4.2 The Contractor acknowledges and agrees that Commonwealth Contractors may access a GFF Licensed Area in accordance with their contracts with the Commonwealth.
- 2.4.3 The Commonwealth shall comply with, and shall require any Commonwealth Contractors to comply with, any reasonable Contractor safety and security requirements for a GFF Licensed Area notified to, and approved by, the Commonwealth.

**3 RIGHTS UNDER THE GFF LICENCE**

**Note to drafters: The purpose of the GFF Licence is to provide the Contractor with a non-exclusive right to access Defence premises. Defence does not intend to provide the Contractor**

## ATTACHMENT O

***with a lease. Therefore, clause 3.1 must remain unchanged to ensure that Defence's intentions are carried into effect.***

**3.1 Contractor's Rights**

---

- 3.1.1** The Contractor's rights under the GFF Licence:
- a. are personal rights in contract;
  - b. do not create any interest or estate in a GFF Licensed Area;
  - c. do not create the relationship of landlord and tenant between the Contractor and the Commonwealth; and
  - d. do not confer exclusive possession of a GFF Licensed Area on the Contractor.

**3.2 Access Arrangements for GFF**

---

- 3.2.1** The Commonwealth shall provide access to a GFF Licensed Area for persons Approved under this clause 3.2, as necessary for the Contractor's carrying out a GFF Permitted Purpose.
- 3.2.2** Unless otherwise agreed, the Contractor shall seek written Approval from the Commonwealth Representative, at least five Working Days prior to entry being required, for each person the Contractor wishes to have access to a GFF Licensed Area.
- 3.2.3** The Commonwealth Representative may, by notice to the Contractor, exclude the Contractor and specified Contractor Personnel from a GFF Licensed Area, or any part of it, at any time and for any period.
- 3.2.4** The Contractor shall comply with, and require persons given access under clause 3.2.2 to comply with, any relevant Commonwealth safety and security requirements, regulations, standing orders, or codes of behaviour applicable to a GFF Licensed Area or the Commonwealth Premises in which a GFF Licensed Area is located.

**4 SHARED FACILITIES****4.1 Shared Facilities**

---

- 4.1.1** The Contractor acknowledges and agrees that:
- a. the Commonwealth Representative may, at any time, notify the Contractor that a specified part (or the whole) of a GFF Licensed Area is Shared Facilities; and
  - b. Shared Facilities may be used by the Commonwealth and other persons authorised by the Commonwealth.
- 4.1.2** The Commonwealth may, by direction to the Contractor, determine the priority of use of the Shared Facilities as between the Contractor and other users. The Commonwealth shall do this on the basis of the operational priority of the tasks requiring the use of the Shared Facilities. The Contractor shall act in accordance with, and give effect to, such a direction.

**5 DEALINGS WITH THE GFF****5.1 Sublicensing**

---

- 5.1.1** The Contractor shall not sublicense or part with possession of any part of a GFF Licensed Area or any right or obligation under the GFF Licence without the prior written Approval of the Commonwealth.
- 5.1.2** The Contractor shall ensure that each sublicense of any part of a GFF Licensed Area or any right or obligation under the GFF Licence includes, as far as possible, terms corresponding to the terms on which the Contractor occupies the GFF Licensed Area (including terms limiting the purposes for which the sublicensee may use the sublicensed area to a GFF Permitted Purpose).

**5.2 Security Interests**

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- 5.2.1** The Contractor shall not create or allow to be created any Security Interest in respect of any part of a GFF Licensed Area.

**ATTACHMENT O****6 OBLIGATIONS****6.1 Occupation and Use of GFF**

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- 6.1.1 The Contractor shall at all times comply with the laws in force in the locality in which a GFF Licensed Area is situated that relate to the use or occupation of the area and shall ensure that all persons whom it gives access to the area do the same.
- 6.1.2 The Contractor shall:
- a. keep all GFF Licensed Areas clean and tidy;
  - b. not do anything that is, or may be, dangerous, annoying, or offensive, or that may interfere with the Commonwealth or other persons using a GFF Licensed Area, the Commonwealth Premises in which a GFF Licensed Area is located or properties adjoining the Commonwealth Premises; and
  - c. comply with the requirements of the Commonwealth concerning the storage and removal of waste and debris.
- 6.1.3 The Contractor's obligation to keep a GFF Licensed Area clean and tidy only applies to the extent to which the uncleanliness or untidiness is not materially caused or contributed to by the Commonwealth or any other person using a GFF Licensed Area with the authority of the Commonwealth.
- 6.1.4 The Contractor shall not obstruct or permit the obstruction, in any way, of a GFF Common Area or a fire door or escape door of a GFF Licensed Area.

**6.2 Altering the GFF**

---

- 6.2.1 The Contractor shall not carry out any alteration to, improvement of or other works (including structural works) on a GFF Licensed Area without the prior written Approval of the Commonwealth.
- 6.2.2 The Contractor shall ensure that any such works are carried out:
- a. by:
    - (i) tradespersons nominated by the Commonwealth; or
    - (ii) if the Commonwealth Approves in advance of the works, by other suitably qualified and licensed tradespersons;
  - b. in accordance with applicable laws and any applicable requirements of Government Agencies;
  - c. in accordance with the terms of any Commonwealth Approval (which may include a requirement for the provision of security in respect of the proposed works); and
  - d. to the satisfaction of the Commonwealth.
- 6.2.3 All costs incurred by the Commonwealth in connection with any such works under clauses 6.2.1 and 6.2.2, including the costs of obtaining relevant professional advice, shall be met by the Contractor and the Commonwealth may elect to recover the amount of the costs under clause 13.6 of the COC. No amount shall be owing to the Commonwealth under this clause 6.2.3 until the Commonwealth elects to recover the amount.
- 6.2.4 This clause 6.2 does not prevent the Commonwealth from carrying out any alteration to, improvement of or other works (including structural works) on a GFF Licensed Area.

**6.3 Maintenance Obligations**

---

- 6.3.1 For a GFF Licensed Area, the Contractor shall maintain any Contractor Maintained Licensed Fittings for that area in accordance with clause 3.19 of the SOW.
- 6.3.2 If the Contractor fails to comply with clause 6.3.1, the Commonwealth may undertake the required maintenance itself or by a third party. All reasonable costs incurred by the Commonwealth in connection with such maintenance shall be met by the Contractor and the Commonwealth may elect to recover the amount of those costs under clause 13.6 of the COC. No amount shall be owing to the Commonwealth under this clause 6.3.2 until the Commonwealth elects to recover the amount.

**ATTACHMENT O****6.4 Commonwealth to Maintain GFF**

---

- 6.4.1 Unless required by clause 3.19 of the SOW to maintain a GFF Licensed Area, if the Contractor becomes aware of a need for maintenance for the GFF Licensed Area (other than the Contractor Maintained Licensed Fittings), the Contractor shall report the matter to the Commonwealth Representative as soon as practicable and in any event:
- a. for maintenance required urgently, within 24 hours; and
  - b. otherwise, within five Working Days.
- 6.4.2 The Commonwealth shall undertake such maintenance as is necessary to keep a GFF Licensed Area (other than the Contractor Maintained Licensed Fittings) in good and functional repair and condition having regard to:
- a. the condition of the GFF Licensed Area as at the GFF Licence Application Date for the area (as evidenced in the relevant Facilities Condition Report); and
  - b. in the case of the fixed plant and equipment that are included in the Licensed Fittings in the GFF Licensed Area, the expected life of the plant and equipment as at the GFF Licence Application Date for the area.
- 6.4.3 The Commonwealth shall, other than in relation to urgent maintenance, provide prior reasonable notice to the Contractor of any proposed maintenance that may cause significant delay or disruption to the Contractor's use of a GFF Licensed Area for a GFF Permitted Purpose.
- 6.4.4 Nothing in this clause 6.4 affects or limits any liability of the Contractor under clause 10.8 of the COC in relation to loss of, or damage to, any GFF.

**6.5 Sewerage and Trade Waste**

---

- 6.5.1 The Contractor shall not, and shall ensure that Contractor Personnel do not, discharge trade waste from a GFF Licensed Area through the sewerage system interface to the Commonwealth's Sewerage Treatment Plant on the Commonwealth Premises in which the GFF Licensed Area is located.

**7 RELOCATION****7.1 Relocation**

---

- 7.1.1 The Commonwealth may, by notice to the Contractor, require the Contractor to relocate from a GFF Licensed Area into another specified area no later than a date specified in the notice (which shall be no less than two months after the date of the notice).
- 7.1.2 The notice may require specified amendments to the provisions of this Attachment O (including the details of the GFF Licensed Area included in this GFF Licence) in relation to the relocation.
- 7.1.3 If the Commonwealth issues a notice under clause 7.1.1, the Contractor shall submit a CCP that is consistent with the notice.
- 7.1.4 The Contractor shall vacate the GFF Licensed Area by no later than the date specified in the notice.
- 7.1.5 The Contractor shall vacate the GFF Licensed Area in accordance with clause 10.5 and a reference to the expiry or termination of the GFF Licence in that clause shall be taken to be a reference to the date specified in the notice under clause 7.1.1.

**8 GFF LICENCE FEE AND RELATED ARRANGEMENTS****8.1 GFF Licence Fee**

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- 8.1.1 No fee is payable by the Contractor in respect of the GFF Licence.

**8.2 Operating Expenses**

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- 8.2.1 No amount is payable by the Contractor under the Contract by way of contribution to the Operating Expenses of a GFF Licensed Area or the Commonwealth Premises in which a GFF Licensed Area is located.

**ATTACHMENT O**

- 8.2.2 The Contractor shall pay to the Commonwealth an amount in respect of Operating Expenses for a GFF Licensed Area, if the Commonwealth is reasonably satisfied the amount is attributable to an unreasonable or extravagant use of the GFF Licensed Area by the Contractor.

**8.3 Utilities and Telecommunications Facilities**

---

- 8.3.1 No amount is payable by the Contractor under the Contract by way of contribution to the costs of utilities or telecommunications facilities in relation to a GFF Licensed Area or the Commonwealth Premises in which a GFF Licensed Area is located.
- 8.3.2 The Contractor shall pay to the Commonwealth an amount in respect of the costs of utilities or telecommunications facilities (to the extent not included in an amount referred to in clause 8.2.2) for a GFF Licensed Area, if the Commonwealth is reasonably satisfied the amount is attributable to an unreasonable or extravagant use of those facilities in the GFF Licensed Area by the Contractor.

**9 DAMAGE TO OR DESTRUCTION OF THE GFF****9.1 Damage or Destruction**

---

- 9.1.1 If the Contractor cannot access or use all or a part of a GFF Licensed Area for a GFF Permitted Purpose because of damage to, or destruction of, all or a part of the GFF Licensed Area or the Commonwealth Premises in which the GFF Licensed Area is located:
- a. subject to clause 7.1, the right of the Contractor to continue to use so much of the GFF Licensed Area as it is safe and practicable for it to use is not affected; and
  - b. the Commonwealth may (but is not required to), repair, re-build or re-instate the damaged or destroyed parts of the GFF Licensed Area or the Commonwealth Premises in which the GFF Licensed Area is located.

**10 TERMINATION AND MAKE GOOD****10.1 Commonwealth's Right to Terminate GFF Licence for Breach**

---

- 10.1.1 Without limiting clause 13 of the COC, the Commonwealth may, by notice to the Contractor, terminate the GFF Licence or cease the application of the GFF Licence to one or more GFF Licensed Areas, without terminating the Contract if the Contractor:
- a. fails to comply with a Default Notice under clause 13.3.1 of the COC in relation to a Contractor Default in respect of any GFF, or a direction under clause 13.3.2b of the COC issued in connection with such a Default Notice; or
  - b. fails to comply with any of the following by the relevant due date:
    - (i) [LIST SPECIFIC REQUIREMENTS]

**10.2 Right to Terminate on Damage to, or Destruction of, the GFF or Commonwealth Premises**

---

- 10.2.1 Either the Commonwealth or the Contractor may, by notice to the other, terminate the GFF Licence or cease the application of the GFF Licence to one or more GFF Licensed Areas (without terminating the Contract), if:
- a. the Contractor cannot access or use all or a part of a GFF Licensed Area for a GFF Permitted Purpose because of damage to, or destruction of, all or a part of the GFF Licensed Area or the Commonwealth Premises in which the GFF Licensed Area is located; and
  - b. either:
    - (i) the Commonwealth notifies the Contractor that it does not propose to repair, re-build or re-instate the damaged or destroyed parts of the GFF Licensed Area or the Commonwealth Premises in which the GFF Licensed Area is located; or
    - (ii) the Commonwealth notifies the Contractor that it will repair, re-build or re-instate the damaged or destroyed parts of the GFF Licensed Area or the Commonwealth

**ATTACHMENT O**

Premises in which the GFF Licensed Area is located but does not complete that within a reasonable period,

and the Commonwealth does not, within a reasonable period after the notice, give a notice under clause 7.1.1.

**10.3 Commonwealth's Right to Terminate GFF Licence for Convenience**

---

- 10.3.1 In addition to clause 13.4 of the COC, the Commonwealth may, by notice to the Contractor, terminate the GFF Licence or cease the application of the GFF Licence to one or more GFF Licensed Areas, for convenience (without terminating the Contract).
- 10.3.2 None of the other provisions of the Contract limit the Commonwealth's ability to terminate the GFF Licence under this clause 10.3.

**10.4 CCP to be Submitted**

---

- 10.4.1 If the GFF Licence is terminated, or the GFF Licence ceases to apply to one or more GFF Licensed Areas (and the Contract has not been terminated), the Contractor shall, within 10 Working Days after the termination or cessation takes effect or such longer period agreed to by the Commonwealth, submit a CCP to amend the Contract to address the consequences of the termination or cessation.

**10.5 Contractor to Vacate GFF**

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- 10.5.1 If the GFF Licence ceases to apply to a GFF Licensed Area, the Contractor shall vacate the GFF Licensed Area and return it and any other Commonwealth Property on the GFF Licensed Area to the Commonwealth in the same condition as they were:
- a. at the GFF Licence Application Date for the GFF Licensed Area (as evidenced by the relevant Facilities Condition Report); or
  - b. in the case of Commonwealth Property brought onto the GFF Licensed Area after the GFF Licence Application Date for the area, at the time it was first brought onto the GFF.
- 10.5.2 Without limiting clause 10.5.1, except to the extent otherwise agreed by the Commonwealth Representative:
- a. by the date the GFF Licence ceases to apply to a GFF Licensed Area, the Contractor shall remove from the GFF Licensed Area all of the Contractor's property and shall take down, remove and carry away, without causing any damage to the GFF Licensed Area or any Commonwealth Property, all removable items or equipment that the Contractor has fixed to or brought onto the GFF Licensed Area; and
  - b. if the Contractor causes any such damage, the Contractor shall immediately make good that damage.
- 10.5.3 If, after an inspection of the GFF Licensed Area in accordance with clause 3.19 of the SOW, any part of the GFF Licensed Area or Commonwealth Property is found not to be in the condition described in clause 10.5.1, then:
- a. the Contractor shall return the GFF Licensed Area or Commonwealth Property to the condition referred in clause 10.5.1; or
  - b. the Commonwealth may return the GFF Licensed Area or Commonwealth Property to that condition and the Commonwealth may elect to recover the amount of any reasonable costs incurred by the Commonwealth in doing so under clause 13.6 of the COC. No amount shall be owing to the Commonwealth under this clause 10.5.3 until the Commonwealth elects to recover the amount.
- 10.5.4 Clause 10.5.3 does not apply to the extent that the difference in the condition of the GFF Licensed Area is due to:
- a. fair wear and tear;
  - b. alterations or improvements or other works made in accordance with clause 6.2; or
  - c. loss or damage of the type referred to in clause 10.8.3 of the COC.

**ATTACHMENT O**

- 10.5.5 Any items that the Contractor is required to remove under clause 10.5.2 that are not removed within five Working Days (or such other period agreed to in writing by the Commonwealth) after the date the GFF Licence ceases to apply to a GFF Licensed Area, are taken to be abandoned and become Commonwealth Property. Any costs incurred by the Commonwealth in removing or disposing them, and storing them for a reasonable period awaiting disposal, shall be met by the Contractor and the Commonwealth may elect to recover the amount of those costs under clause 13.6 of the COC. No amount shall be owing to the Commonwealth under this clause 10.5.5 until the Commonwealth elects to recover the amount.
- 10.5.6 The Contractor's obligations under this clause 10.5 are not affected by any decision by the Commonwealth as to the future use or disposal of any part of the GFF Licensed Area, whether or not the Commonwealth restores, continues in use unrestored, retains unused or disposes of the part of the area or Commonwealth Property to which the obligations relate.

## ANNEX A TO ATTACHMENT O

## DETAILS OF GFF LICENSED AREA #1 [INSERT DESCRIPTIVE TITLE]

***Note to drafters: A separate annex should be included for each geographically distinct GFF Licensed Area to be covered by the GFF Licence. For example, a building on Garden Island and a building at a RAAF Base in Victoria to be supplied as GFF under the Contract would each require separate GFF Licensed Area annexes.***

***Drafters should complete the GFF Licence application and cessation dates for each GFF Licensed Area included in the GFF Licence. For a GFF Licensed Area that is to be covered by the GFF Licence during the whole term of the GFF Licence, drafters should include a reference to the GFF Licence Commencement Date in column 1 and the GFF Licence Expiry Date for column 2.***

**1. GFF LICENCE APPLICATION PERIOD**

1.1 For the purposes of clause 1.1.2 of Attachment O, the GFF Licence applies to the GFF Licensed Area described in this annex as set out below:

Date the GFF Licence applies ...  
(column 1)

[INSERT DATE]

Date the GFF Licence ceases to apply ...  
(column 2)

[INSERT DATE]

**APPENDIXES:**

- A. Plans
- B. Licensed Fittings (including any Contractor Maintained Licensed Fittings)
- C. Facilities Condition Report

**ATTACHMENT O - SUPPLEMENT****GFF ADDITIONAL CLAUSE BANK**

**Note to drafters: This clause bank contains additional clauses for use in Attachment O (GFF Licence) and other provisions of the Contract. The formatting in this document is designed to preserve cross referencing within the clauses where possible, as such the paragraph numbering does not align with what it should be once the paragraphs are copied and pasted into Attachment O. Drafters should refer to the drafting instructions for guidance on where to insert the additional clauses, and further should review and check the numbering and cross references once the clauses have been incorporated into Attachment O.**

**Directorate of Estate Licensing and Leasing, Infrastructure Division, Security and Estate Group will notify drafters of which of these additional requirements are to be included in Attachment O as well as any other tailored clauses to be included.**

**A. Contractor has maintenance obligations**

**Note to drafters: If the Contractor is to be obliged to maintain more than the Contractor Maintained Licensed Fittings (i.e. the GFF itself or the Licensed Fittings), replace clause 6.3 in Attachment O.**

**1.1 Contractor to Maintain GFF**

- 1.1.1 The Contractor shall undertake maintenance in accordance with clause 3.19 of the SOW.
- 1.1.2 If the Contractor fails to comply with clause 1.1.2, the Commonwealth may undertake the required maintenance itself or by a third party. All reasonable costs incurred by the Commonwealth in connection with such maintenance shall be met by the Contractor and the Commonwealth may elect to recover the amount of those costs under clause 13.6 of the COC. No amount shall be owing to the Commonwealth under this clause 1.1.2 until the Commonwealth elects to recover the amount.

**B. Commonwealth has maintenance obligations**

**Note to drafters: Include clauses 6.4.5 and 6.4.6 if the Contractor is to be required to contribute towards maintenance costs.**

**1.2 Commonwealth to Maintain GFF**

- 1.2.1 The Commonwealth Representative may, by notice to the Contractor, determine that the Contractor is to make a contribution specified in the notice to the cost of maintenance for a GFF Licensed Area. If the Commonwealth Representative does this:
- a. the amount of the contribution is to be reasonable, having regard to the period of the Contractor's use of and access to, and the nature and extent of the use by Contractor Personnel of, the GFF Licensed Area; and
  - b. the amount so determined is payable by the Contractor to the Commonwealth on demand.
- 1.2.2 To avoid doubt:
- a. the Commonwealth Representative may give more than one such notice; and
  - b. a notice may specify the times at which contributions are payable.

**C. Use of Sewerage System**

**Note to drafters: If the Contractor is permitted to discharge trade waste through the sewerage system interface to the Commonwealth's Sewerage Treatment Plant on the**

## GFF ADDITIONAL CLAUSE BANK

**Commonwealth Premises in which the GFF is located, replace clause 6.5 of Attachment O with the following and insert definitions for capitalised terms in the Glossary.**

**1.3 Sewerage and trade waste**

- 1.3.1 The Contractor may discharge trade waste from the GFF Licensed Area at Annex **[INSERT ANNEX #]** to Attachment O, after processing through the Trade Waste Treatment Plant, through the sewerage system interface to the Sewerage Treatment Plant, subject to the following conditions:
- a. the Commonwealth Representative may, at any time, by notice to the Contractor, suspend or terminate the Contractor's rights under clause 1.3.1;
  - b. the Contractor shall at its cost maintain the effective operation of the Trade Waste Treatment Plant and the sewerage system interface to the Sewerage Treatment Plant. The Contractor is entitled to reasonable access to the Sewerage Treatment Plant for that purpose;
  - c. in maintaining the effective operation of the sewerage system interface to the Sewerage Treatment Plant, the Contractor shall:
    - (i) repair any damage that it causes to the Commonwealth's Sewerage Treatment Plant;
    - (ii) cause as little interference to the Commonwealth's activities on the Commonwealth Premises in which the GFF Licensed Area is located as reasonably possible;
    - (iii) comply with any directions of the Commonwealth; and
    - (iv) comply with all applicable laws and Authorisations;
  - d. the Contractor shall ensure that any discharge of material through the sewerage system interface will not adversely affect the operation of the Sewerage Treatment Plant or adversely affects the Commonwealth Premises in which the GFF Licensed Area is located or any other property in any way;
  - e. if the Commonwealth Representative so requires, the Contractor shall make good, as soon as practicable and at its cost, any damage to the GFF or the Commonwealth Premises in which the GFF Licensed Area is located resulting from:
    - (i) the repair or removal of the sewerage interface or the Sewerage Treatment Plant; or
    - (ii) the connection to the Sewerage Treatment Plant,except to the extent that the Contractor is not liable for any such damage in accordance with clause 10.8.3 of the COC;
  - f. the Contractor shall notify the Commonwealth Representative of any breach of standards for discharge quality from the Trade Waste Treatment Plant no later than one Working Day after it becomes aware of the breach; and
  - g. the Contractor shall provide to the Commonwealth every three months (or otherwise as agreed by the Commonwealth Representative):
    - (i) reports regarding the testing and performance of the Trade Waste Treatment Plant; and
    - (ii) copies of all laboratory reports prepared as a result of such testing.
- 1.3.2 If the Contractor discharges trade waste from the GFF Licensed Area that, in the Commonwealth's opinion, adversely affects the operation of the Sewerage Treatment Plant or adversely affects the Commonwealth Premises in which the GFF Licensed Area is located or any other property:

**GFF ADDITIONAL CLAUSE BANK**

- a. the Commonwealth Representative may direct the Contractor to cease discharging such waste;
  - b. if the Contractor fails to comply with the direction, the Commonwealth may sever the sewerage system interface itself or by a third party. All reasonable costs incurred by the Commonwealth in connection with such works shall be met by the Contractor and the Commonwealth may elect to recover the amount of those costs under clause 13.6 of the COC. No amount shall be owing to the Commonwealth under this clause 1.3.2b until the Commonwealth elects to recover the amount; and
  - c. the Contractor agrees that it is not entitled to damages or compensation for any Loss it suffers resulting from, and is not entitled to a postponement of a date for delivery under the Contract or a Milestone Date, or postponement costs on account of, complying with a direction under clause 1.3.2a or the Commonwealth severing the sewerage system interface.
- 1.3.3 The Commonwealth shall use its reasonable endeavours to keep the Sewerage Treatment Plant in operation.
- 1.3.4 If the Commonwealth exercises its rights under clause 1.3.1a, the Contractor shall immediately make its own arrangements for the safe removal and disposal of all its trade waste from the GFF Licensed Area.

***and include a new clause 8.4 into Attachment O ...***

**2 GFF LICENCE FEE AND RELATED ARRANGEMENTS****2.1 Sewerage and trade waste**

- 2.1.1 The Contractor shall meet the cost of upgrading the processing of the Trade Waste Treatment Plant and the Commonwealth's Sewerage Treatment Plant to the extent that the upgrade is required due to the Contractor's increased use of the sewerage interface for the GFF Licensed Area at Annex **[INSERT ANNEX #]** to Attachment O.
- 2.1.2 If separate metering of the Contractor's interface to the Sewerage Treatment Plant is not available:
- a. the Commonwealth Representative may, at any time, by notice to the Contractor, require the Contractor to pay to the Commonwealth so much of the amount of the charges incurred that, in the opinion of the Commonwealth Representative, is attributable on a pro-rata basis to the Contractor's use of the Sewerage Treatment Plant under the Contract; and
  - b. the Commonwealth may elect to recover the amount of those charges under clause 13.6 of the COC within 30 days after the date of the notice. No amount shall be owing to the Commonwealth under this clause 2.1.2b until the Commonwealth elects to recover the amount.
- 2.1.3 If separate metering of the Contractor's interface to the Sewerage Treatment Plant is available, the Contractor shall pay the charges incurred in respect of the Contractor's use of the Sewerage Treatment Plant.
- 2.1.4 If the Contractor breaches clause 1.3.1d, the Commonwealth may repair the resultant damage to the Sewerage Treatment Plant or the Commonwealth Premises in which the GFF Licensed Area is located itself or by a third party. All reasonable costs incurred by the Commonwealth in connection with such works shall be met by the Contractor and the Commonwealth may elect to recover the amount of those costs under clause 13.6 of the COC. No amount shall be owing to the Commonwealth under this clause 2.1.4 until the Commonwealth elects to recover the amount.

***and insert an additional paragraph in clause 6.3.2 of the COC ...***

- d. as provided in clause 6.5.2c of Attachment O.

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**and include the following definitions in the Glossary in their appropriate alphabetical positions ...**

Trade Waste Treatment Plant means the facility so identified on the plan at Appendix 1 of Annex [INSERT ANNEX #] to Attachment O.

**D. Fire protection equipment**

**Note to drafters: If the Commonwealth is not providing and maintaining fire protection equipment in the GFF and the Contractor is required to install and maintain its own fire protection equipment, add after clause 6.5 of Attachment O ...**

**3 OBLIGATIONS****3.1 Fire Protection Equipment**

- 3.1.1 The Contractor shall, for the GFF Licensed Area at Annex [INSERT ANNEX #] to Attachment O, do the following:
- a. install and maintain fire protection equipment which is adequate for the GFF Licensed Area and the conduct of a GFF Permitted Purpose; and
  - b. maintain the fire protection equipment for the GFF Licensed Area in accordance with applicable laws and any applicable requirements of Government Agencies.

**E. GFF Licence Fee**

**Note to drafters: If the Contractor is permitted to do non-contract work in a specific GFF Licensed Area (ie, the conduct of specified non-contract work has been provided for in the GFF Licence), it will be required to pay a market-based GFF Licence Fee. Replace clause 8 of Attachment O with the following (with the exception of clause 8.4 if already included as set out above in item C of this Clause Bank).**

**4 GFF LICENCE FEE AND RELATED ARRANGEMENTS****4.1 GFF Licence Fee**

- 4.1.1 The Contractor shall pay the Commonwealth the GFF Licence Fee in respect of the GFF Licensed Area at Annex [INSERT ANNEX #] to Attachment O, without set off or deduction, on or before each due date for payment, which is [INSERT DAY OF MONTH].
- 4.1.2 No demand for payment is necessary.
- 4.1.3 No fee is payable by the Contractor in respect of any other GFF Licensed Area.

**4.2 GFF Licence Fee Review**

- 4.2.1 The Commonwealth may, in the period from 2 months before and at any time after a Market Review Date, give the Contractor a notice:
- a. specifying an adjusted GFF Licence Fee with effect from the Market Review Date; and
  - b. requiring the Contractor to submit a CCP to incorporate the adjusted GFF Licence Fee into the Contract and to do so:
    - (i) within 20 Working Days after the date of the notice; or
    - (ii) if the Contractor objects to the specified adjusted GFF Licence Fee, within 10 Working Days after the parties agree on the adjustment, or the valuer makes a determination, under clause 4.2.2c(iii).
- 4.2.2 If the Contractor objects to the specified adjusted GFF Licence Fee:

**GFF ADDITIONAL CLAUSE BANK**

- a. the Contractor shall give the Commonwealth a notice of objection within 20 Working Days after the date of the notice under clause 4.2.1;
- b. the parties shall negotiate in good faith to try to agree on the adjustment to the GFF Licence Fee;
- c. if the parties do not so agree within 20 Working Days after the Commonwealth receives the notice under clause 4.2.2a:
  - (i) within a further 20 Working Days, the parties shall jointly appoint a valuer and give the valuer instructions in accordance with this clause 4.2.2;
  - (ii) if, within that 20 Working Days, the parties have not agreed on the identity of the valuer, they shall request the President of the Australian Property Institute (or, if that organisation no longer exists, an equivalent organisation) in the jurisdiction in which the GFF Licensed Area is located to appoint an independent valuer; and
  - (iii) the valuer shall, in accordance with this clause 4.2 determine the adjusted GFF Licence Fee within 15 Working Days after appointment.

Each time limit in this clause 4.2.2 is of the essence.

- 4.2.3 The valuer shall be a member of the Australian Property Institute (or, if that organisation no longer exists, an equivalent organisation) and have at least five years experience in valuing similar premises in the location of the Commonwealth Premises in which the GFF Licensed Area is located.
- 4.2.4 The valuer shall act as an independent expert and not as an arbitrator, and shall give written reasons for the determination.
- 4.2.5 The Contractor and the Commonwealth shall share the valuer's costs equally.
- 4.2.6 In determining or agreeing upon an adjusted GFF Licence Fee, the Commonwealth and the Contractor shall (and shall require any valuer to):
- a. assume that the Commonwealth is a willing but not anxious licensor and the Contractor is a willing but not anxious licensee; and
  - b. take into account all relevant matters as at the relevant Market Review Date, including:
    - (i) the licence fee value or equivalent rental value (other than values that have been escalated to a predetermined amount or in accordance with movements in the consumer price index or another index) at the Market Review Date of comparable premises in the locality in which the Commonwealth Premises in which the GFF Licensed Area is located is located, whether that value is in respect of new lettings with vacant possession or occupied premises;
    - (ii) the GFF Permitted Purpose for the GFF Licensed Area subject to the GFF Licence Fee;
    - (iii) the period Market Review Dates, or if there is no further Market Review Date, the remaining period of the GFF Licence Term;
    - (iv) the increased value of the GFF Licensed Area resulting from the Commonwealth upgrading or improving the GFF Licensed Area (or any part of it, including the Licensed Fittings) or any services available to the GFF Licensed Area;
    - (v) any increase in value in the GFF Licensed Area as a result of any structural alterations or other improvements made to the GFF Licensed Area (including repair or replacement of, and provision of additional, Licensed Fittings) by the Commonwealth (having regard to any contribution by the Contractor to the costs of those improvements, including by way of paying for outgoings);

**GFF ADDITIONAL CLAUSE BANK**

- (vi) the terms and conditions generally of the GFF Licence; and
- (vii) any period for which no GFF Licence Fee is payable, and any financial or capital contribution of the Commonwealth,  
but not take into account:
- (viii) any partitions and other improvements installed in or made to the GFF Licensed Area by or for the Contractor, a permitted sublicensee or a predecessor of any of them during the term of the GFF Licence;
- (ix) any special interest of the Contractor;
- (x) goodwill occasioned by the Contractor, a permitted sublicensee or a predecessor of any of them during the GFF Licence Term;
- (xi) areas other than the GFF Licensed Area (except as provided for by clause 4.2.6b(i)); or
- (xii) amounts equivalent to GST paid or payable in respect of a taxable supply for which the Commonwealth is entitled to an input tax credit.

4.2.7 A determination of a valuer made in accordance with this clause 4.2 binds the parties.

**4.3 Operating Expenses**

4.3.1 If the Contractor uses a GFF Licensed Area for a purpose other than performing the Contractor's obligations under and in connection with the Contract, the Commonwealth Representative may, at any time, by notice to the Contractor, require the Contractor pay to the Commonwealth the amount of any increase in Operating Expenses that, in the opinion of the Commonwealth Representative, is attributable to that use.

4.3.2 The Contractor shall pay to the Commonwealth an amount notified to it in accordance with clause 4.3.1 within 20 Working Days after the date of the notice.

4.3.3 The Contractor shall pay to the Commonwealth an amount in respect of Operating Expenses if the Commonwealth is reasonably satisfied the amount is attributable to an unreasonable or extravagant use of the GFF Licensed Area by the Contractor in relation to a GFF Permitted Purpose.

**4.4 Utilities and telecommunications facilities**

4.4.1 If the Contractor uses a GFF Licensed Area for a purpose other than performing the Contractor's obligations under and in connection with the Contract, the Commonwealth Representative may, at any time, by notice to the Contractor, require the Contractor pay to the Commonwealth the amount of any increase in the costs of:

- a. Defence internal and external telephone and fax facilities and internal and external data link facilities; and
- b. electricity, gas, water, sewerage and drainage services,

that, in the opinion of the Commonwealth Representative, is attributable to that use.

4.4.2 The Contractor shall pay to the Commonwealth an amount notified to it in accordance with clause 4.4.1 within 20 Working Days after the date of the notice.

4.4.3 The Contractor shall pay to the Commonwealth an amount in respect of the costs of utilities or telecommunications facilities (to the extent not included in an amount referred to in clause 4.2.7), if the Commonwealth is reasonably satisfied the amount is attributable to an unreasonable or extravagant use of those facilities by the Contractor in relation to a GFF Permitted Purpose.

***and, if the Commonwealth requires the Contractor to install separate metering for a particular GFF Licensed Area, add ...***

4.4.4 The Contractor shall, at its cost, install separate electricity, telecommunications or other metering to the GFF Licensed Area at Annex [INSERT ANNEX #] to Attachment

**GFF ADDITIONAL CLAUSE BANK**

O no later than three months after the GFF Licence Application Date for that area or a later time agreed by the Commonwealth Representative.

**Note to drafters: Defence is obliged, under the Energy Efficiency in Government Operations Policy 2006 (EEGO) to install progressively sub-meters at relevant Commonwealth Premises used by Defence to measure and monitor energy usage and to identify efficiency opportunities, address problems and evaluate outcomes.**

**Advice should be sought from [Defence's environmental team] or the Australian Greenhouse Office before agreeing to deleting or modifying clause 8.4.4.**

**Please also consider the cost implications for Defence, as well as the broader EEGO requirements, before agreeing to pay the Contractor's costs of installing separate digital electricity metering.**

**and include the following definition in the Glossary in its appropriate alphabetical position ...**

- GFF Licence Fee means **[INSERT AMOUNT]** adjusted as provided in clause 8.2 of Attachment O.
- Market Review Date means each of the following dates:
  - a. **[INSERT DATES]**.

**F. Airfield rights**

**Note to drafters: If a GFF Licensed Area includes airfield facilities, add the following clause as a new clause 3.3.**

**5 RIGHTS UNDER THE GFF LICENCE**

**5.1 Airfield rights**

- 5.1.1 The Commonwealth shall provide the Contractor with reasonable access to and use of the Airfield and the navigational facilities, air traffic control, aviation rescue, firefighting facilities and meteorological services on the Commonwealth Premises in which the GFF Licensed Area at Annex **[INSERT ANNEX #]** to Attachment O is located to enable the Contractor to carry out its obligations under the Contract.
- 5.1.2 The Commonwealth Representative may, by notice to the Contractor, require the Contractor to pay to the Commonwealth so much of the amounts incurred by the Commonwealth in relation to the Airfield and the services referred to in clause 5.1.1 as, in the opinion of the Commonwealth Representative, is attributable to the Contractor's access to and use of the Airfield.
- 5.1.3 The Contractor shall pay to the Commonwealth an amount notified to it in accordance with clause 3.3.2 within 20 Working Days after the date of the notice.

**and include the following definition in the Glossary in its appropriate alphabetical position ...**

Airfield	means the area so identified on the plan at Appendix 1 of an annex to Attachment O.
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## ATTACHMENT P

## CONTRACT GOVERNANCE FRAMEWORK

**1 GOVERNANCE OVERVIEW****1.1 Scope**

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- 1.1.1 This Attachment sets out the governance arrangements through which the Commonwealth and the Contractor will manage their bilateral relationship, oversee and guide performance of the Contract, and perform their respective obligations under the Contract to maximise achievement against the objectives specified in clause 1.3 of the COC ('the Objectives').
- 1.1.2 This Attachment addresses:
- a. the general principles and aims of the governance arrangements; and
  - b. the bilateral framework and governance bodies that will oversee and guide performance of the Contract.
- 1.1.3 Nothing in this Attachment, or agreements resulting from the application of this Attachment, changes the scope of the Contract without the change being implemented through a CCP or Approval, as applicable to the nature of the change.
- 1.1.4 For the purposes of this Attachment, 'Enterprise' refers to the combination of the systems program office or program office, capability manager, Contractor and Subcontractors, and other 'fundamental inputs to capability', that together deliver the most effective and efficient Capability outcome for Defence.

**1.2 Aim**

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- 1.2.1 The aim of the governance arrangements is to facilitate the performance of the Contract, including the parties' obligations under the Contract, to achieve the Objectives and to promote 'best for Enterprise' decision making by:
- a. providing leadership, oversight and guidance on performance of the Contract;
  - b. facilitating informed, effective and timely decision making;
  - c. facilitating problem solving and Dispute resolution;
  - d. maximising the value of the skills and knowledge and experience available within the Commonwealth's and the Contractor's organisations by appointing or inviting (as applicable) suitably skilled, knowledgeable and experienced individuals to the governance bodies; and
  - e. ensuring the governance arrangements operate efficiently and effectively.

**2 STEERING COMMITTEE GOVERNANCE ARRANGEMENTS****2.1 Membership**

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- 2.1.1 The members of the Steering Committee are:

***Note to drafters: Add details for members of the Steering Committee, consistent with the functions described below. Permanent members of the Steering Committee, including external parties, should have a long-term involvement with the Capability and/or Contract.***

- a. the Senior Representatives specified in the Details Schedule;
- b. [...INSERT Capability Manager or senior representative...]; and
- c. [...INSERT OTHER MEMBERS AS REQUIRED...].

**2.2 Functions**

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- 2.2.1 The principal function of the Steering Committee is to be the most senior forum for the management of the relationship of the parties. Accordingly, the Steering Committee will provide the overarching, high level governance of the Contract in terms of providing strategic oversight and guidance and initiation of action within the Commonwealth and the Contractor

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to maximise the extent to which the Objectives are achieved through performance of the Contract.

2.2.2 The functions of the Steering Committee include:

- a. to exchange views about key matters relevant to work under the Contract, particularly where the work may affect the achievement of the Objectives;
- b. to provide guidance to the Leadership Team;
- c. to provide guidance in relation to, and to prioritise and co-ordinate, any significant CCPs in a manner consistent with achievement of the Objectives;
- d. to act as an advocate for the Enterprise;
- e. to agree key messaging for external communications in relation to the Contract;
- f. to act as the final internal point of Dispute resolution if the Dispute cannot be resolved by the Leadership Team, including by supporting the Senior Representatives to resolve a Dispute in accordance with the Dispute resolution procedure set out in clause 13.1 of the COC; and
- g. to discharge any other function that the parties agree in writing is to be a function of the Steering Committee.

**2.3 Meetings**

2.3.1 The Steering Committee shall meet twice yearly, or at such other times as either party may require. At least 10 Working Days' prior notice shall be given for meetings. Reduced notice may be given, as is reasonable in the circumstances.

2.3.2 The Steering Committee may invite external advisers and observers to attend Steering Committee meetings from time to time.

2.3.3 The parties agree that meetings shall be conducted in accordance with the arrangements for extraordinary meetings set out in clause 3.9 of the SOW as if the Commonwealth is the party calling the meeting.

**3 LEADERSHIP TEAM GOVERNANCE ARRANGEMENTS****3.1 Membership**

3.1.1 The members of the Leadership Team are:

***Note to drafters: Add details for members of the Leadership Team, consistent with the functions described below. Permanent members of the Leadership Team should have a long-term involvement with the Capability and/or Contract, and may include representatives from key Approved Subcontractors and Capability Manager's representatives from Other Capabilities.***

- a. the Management Representatives specified in the Details Schedule; and
- b. [...INSERT OTHER MEMBERS AS REQUIRED...].

**3.2 Functions**

3.2.1 The principal functions of the Leadership Team are to:

- a. be a forum for the management of the relationship of the parties;
- b. oversee and provide guidance on key concerns relevant to the performance of work under the Contract (including coordination with related programs, projects or sustainment activities); and
- c. report to the Steering Committee on significant risks impacting the performance of the Contract or achievement against the Objectives.

3.2.2 The functions of the Leadership Team include:

- a. to exchange views about matters relevant to the work under the Contract;
- b. to monitor performance of the Contract and identify and review key opportunities and risks;

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- c. to ensure that appropriate action is taken to mitigate risks and that such action is managed by Personnel best suited to do so;
- d. to monitor the parties' progress towards achieving the Objectives;
- e. to co-ordinate and collaborate with related programs, projects or sustainment activities, as needed, to ensure the effective performance of the Contract and any related programs, projects or sustainment activities;
- f. to assess the health of the relationship between the parties, and take rectification action, as necessary and appropriate;
- g. to give guidance to the Contract Team and to hold the Contract Team to account for the performance of its functions;
- h. to respond to matters referred for consideration by the Contract Team;
- i. to give advice to the Steering Committee, as required, including generally on the status of the Contract and Disputes that have not been resolved;
- j. to act as a further internal point of Dispute resolution if the Dispute is not resolved by the Contract Team, including by supporting the Management Representatives to resolve a Dispute in accordance with the Dispute resolution procedure set out in clause 13.1 of the COC; and
- k. to discharge any other function that the parties agree in writing is to be a function of the Leadership Team.

**3.3 Meetings**

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- 3.3.1 The Leadership Team shall meet at least three times a year, or at such other times as the parties may agree, generally scheduled to coincide with a Combined Services Performance Review, Contract Performance Review, or other significant review or Milestone.
- 3.3.2 The Leadership Team may invite the Commonwealth Representative and the Contractor Representative to attend meetings as advisers.
- 3.3.3 The Leadership Team may invite external advisers and observers to attend Leadership Team meetings from time to time.
- 3.3.4 The parties agree that meetings shall be conducted in accordance with the arrangements for extraordinary meetings set out in clause 3.9 of the SOW as if the Commonwealth is the party calling the meeting.

**4 CONTRACT TEAM GOVERNANCE ARRANGEMENTS****4.1 Membership**

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- 4.1.1 The members of the Contract Team are:

***Note to drafters: Add details for members of the Contract Team that will perform the functions described below. Permanent members of the Contract Team should have a long-term involvement with the Contract, and may include representatives from Approved Subcontractors, Other Capabilities, and other Associated Parties including ADF regulatory / assurance agencies and customer units.***

- a. the Commonwealth Representative;
- b. the Contractor Representative; and
- c. [...INSERT OTHER MEMBERS AS REQUIRED...].

**4.2 Functions**

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- 4.2.1 The principal functions of the Contract Team are to:
  - a. be responsible for the day to day performance of the Contract; and
  - b. report to the Leadership Team on material risks impacting the performance of the Contract or achievement against the Objectives.
- 4.2.2 The functions of the Contract Team include:

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- a. to be informed and keep up to date about the progress of work under the Contract;
- b. to exchange views about matters relevant to the work under the Contract;
- c. to ensure the parties' obligations under the Contract are being appropriately monitored and managed, with prompt action taken as necessary and appropriate by the relevant party (eg, through reallocation of resources, closer management oversight, as necessary) to support performance of the Contract;
- d. to consider and implement, where appropriate, improvements to working level arrangements and activities between the parties to achieve efficiencies and improvements in the quality of performance of the delivery of the Capability;
- e. to identify and review opportunities and risks;
- f. to ensure that appropriate action is taken to give effect to opportunities and to mitigate risks, with such action managed by Personnel best suited to do so;
- g. to assess the health of the relationship between the parties, and take rectification action, as necessary and appropriate;
- h. to give advice to the Leadership Team, as required, including by promptly escalating risks appropriately, particularly those risks which may have a material impact on achievement against the Objectives;
- i. to act as the first internal point of Dispute resolution for the parties for the purposes of the Dispute resolution procedure set out in clause 13.1 of the COC; and
- j. to discharge any other function that the parties agree in writing is to be a function of the Contract Team.

**4.3 Meetings**

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- 4.3.1 Without limiting the Contract (including any requirement to conduct progress meetings or extraordinary meetings as required or permitted by the SOW), the Contract Team shall meet or otherwise communicate on an ongoing basis to ensure the effective performance of the Contract.
- 4.3.2 The Contract Team may invite external advisers and observers to attend Contract Team meetings from time to time.