

[...INSERT PROJECT NUMBER AND NAME...]

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

## STATEMENT OF WORK

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## ANNEXES

- A. SPECIFICATIONS (CORE)
- B. OPERATIONAL CONCEPT DOCUMENT (CORE)
- C. CONTRACT DATA REQUIREMENTS LIST (CORE)
- D. MANDATED SYSTEM REVIEW CHECKLISTS (CORE)
- E. KNOWN HAZARDS AT COMMONWEALTH PREMISES (OPTIONAL)
- F. COMMONWEALTH DIRECTED TRADE STUDIES (OPTIONAL)

***Note to drafters: Within this SOW template, italics are used to provide guidance for tailoring the template for use on a particular project. This guidance is not expected to be retained in the tailored SOW and notes to drafters should be deleted once tailoring has been completed.***

***Standards and Data Item Descriptions (DIDs) contain mandatory process and product requirements which are invoked by the SOW when the Standard or DID is called up. The full impact of these additional requirements needs to be considered. If a military or commercial engineering standard is called up in the SOW or a DID, there is no point in repeating the requirements of the standard in the SOW or the DID.***

***Both the products to be delivered and the processes used to develop and support those products need to be agreed at contract negotiations. The compliance of both products and processes will be evaluated throughout the Contract.***

## **1. SCOPE (CORE)**

***Note to drafters: This clause should include a brief statement of the SOW purpose and may describe the background to the procurement (clause 2.1 'Scope of Work' defines the breadth of the work to be done). As this clause does not define the formal contractual scope (but is only the scope of the SOW itself), the items listed below should NOT be included in this clause:***

- a. directions to the Contractor to perform work tasks;***
- b. specifications of data requirements; and***
- c. descriptions of deliverable products.***

### **1.1 Purpose (Core)**

- 1.1.1** The purpose of this Statement of Work (SOW) is to communicate, to the Contractor, Commonwealth requirements and standards for work to be carried out under the Contract and to allocate work responsibilities between the Commonwealth and the Contractor.

### **1.2 Background - For Information Only (Optional)**

***Note to drafters: Include, in this clause, background information that will be useful to the tenderers, Contractor and Defence personnel unfamiliar with the development of this Contract. The background clause should not duplicate or create any new Contractor obligations (eg, do not include "shall" or "must" statements) and should be limited to only that information needed to acquaint the reader with the basic acquisition requirement. The background clause may refer out to other documents or websites. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.***

- 1.2.1** Not used.

## 2. GENERAL REQUIREMENTS (CORE)

### 2.1 Scope Of Work (Core)

**Note to drafters: This clause should define the Contractor's overall scope of work. Clause 2.1.1.1 may be tailored to include such activities as design, develop, install, integrate, test, Verify, model, simulate, conduct reviews, etc.**

**This clause should call up the relevant system specification(s) in the appropriate context. Specifications at Annex A, and the OCD at Annex B, should be referenced. The clause will need to be amended, depending upon the requirements for different types of Mission Systems.**

**This clause should address the major product and service deliverables of the program (ie, it does not include the Contract Data Requirements).**

**Further guidance is provided in the ASDEFCON (Strategic Materiel) SOW Tailoring Guide.**

#### 2.1.1 General

**2.1.1.1** The Contractor shall perform all activities necessary to manage, design, develop, construct, integrate, test, deliver, install, undertake Verification and Validation (V&V), and obtain Certification, Accreditation and Acceptance of the Supplies by the Commonwealth in accordance with the Contract.

**2.1.1.2** The Contractor shall analyse the requirements for the Materiel System defined in the Function and Performance Specification (FPS) at Annex A to the SOW, to develop and validate a System Specification (SS) for the Mission System and a Support System Specification (SSSPEC) for the Support System.

**2.1.1.3** The Contractor shall:

- a. design and develop the required Mission System;
- b. produce and deliver the required number of Mission Systems, as set out in the Price and Payments at Attachment B and the Delivery Schedule at Attachment C; and
- c. Verify and Validate that the Mission System meets the requirements of its SS when operated in accordance with the Operational Concept Document (OCD) and when it is supported by the implemented Support System.

**2.1.1.4** The Contractor shall:

- a. design the required Support System;
- b. procure, produce, design and develop (as applicable) the required Support System Components and Training;
- c. deliver the required number of Support System elements to enable the SSSPEC to be satisfied; and
- d. Verify and Validate that the implemented Support System meets the requirements of the SSSPEC.

**Note to drafters: Modify the following clause for the specific requirements of the Contract and ensure that the Glossary, Price and Payment Schedules and Delivery Schedule, are consistent.**

**2.1.1.5** The Contractor shall co-ordinate its activities for the Support System with its activities for the Mission System to ensure that the Support System elements are available, when required, to enable the Milestone Dates to be achieved for the following Milestones:

- a. Acceptance of a Mission System;
- b. [...DRAFTER TO INSERT...];
- c. [...DRAFTER TO INSERT...]; and
- d. Final Acceptance.

**Option: Include this option if SOW Annexes for Cost Reimbursement Supplies have been included in the Contract.**

- 2.1.1.6** The Contractor shall perform all activities necessary to develop and deliver Cost Reimbursement Supplies, as defined in the applicable Annexes to this SOW, and co-ordinate those activities with the work requirements outlined by this clause 2.1.1.

## **2.1.2 System Implementation Precedence Requirements and Constraints (Optional)**

**Note to drafters: This clause is included if the Commonwealth identifies constraints and preferences to be addressed when the Contractor plans system implementation (eg, for implementation across multiple Commonwealth sites). The list may refer to more detailed parts of the SOW, such as clause 4.4.1 for site installations, and information provided in SOW annexes.**

- 2.1.2.1** The Contractor shall incorporate the following requirements and constraints into its plans for, and management of, work under the Contract:
- a. the timeframes for access to Commonwealth Premises set out at clause 4.4.1;
  - b. [...DRAFTER TO INSERT...]; and
  - c. [...DRAFTER TO INSERT...].

## **2.2 Delivery of Supplies (Core)**

**Note to drafters: This clause is not intended to include exhaustive marking and consignment documentation requirements but may be tailored for any additional requirements needed to comply with legislation or an applicable regulatory framework. If expecting to import to Australia using a freight forwarder, consider adding a new Annex to summarise relevant requirements such as any required declarations of origin and of Dangerous Goods, Export License numbers, and ISPM 15 regarding unprocessed vegetable packaging (for quarantine purposes), then refer to this Annex from a new subclause under clause 2.2.1.**

**The following clauses may be tailored to allow adoption of the Contractor's normal packaging and marking standards, where these are acceptable to the Commonwealth Representative.**

- 2.2.1** The Contractor shall ensure that all Supplies to be packaged and delivered to the Commonwealth are packaged and marked for delivery such that the delivered items have appropriate Packaging, package marking, consignment documentation and documentation language standards, as may be necessary to:
- a. comply with applicable legislative and regulatory / assurance requirements, including the applicable Work Health and Safety (WHS) Legislation; and
  - b. meet the requirements of the Contract.
- 2.2.2** Without limiting clause 2.2.1, the Contractor acknowledges that DEF(AUST)1000C provides guidance on packaging and labelling standards that are acceptable to the Commonwealth.

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

- 2.2.3** When packaging Supplies, and unless otherwise agreed in writing by the Commonwealth Representative, the Contractor shall:
- a. identify the NATO Stock Number (NSN) (if applicable), serial numbers, use by date and batch lot number by:
    - (i) using GS1-128 linear bar codes or GS1 data matrix two-dimensional symbols in accordance with DEF(AUST)1000C Part 12; and
    - (ii) locating markings in accordance with DEF(AUST)1000C Part 5, Annex A; and
  - b. where applicable, package items to the packaging levels defined in DEF(AUST)1000C Part 2.
- 2.2.4** The Contractor shall ensure that secure and legible documentation is affixed to the outside of each package for delivery to the Commonwealth, with duplicate copies inside at the top of each package, which includes the following information:
- a. the relevant project identifier (project name and number);

- b. the relevant Commonwealth contract or purchase order number;
- c. the item name;
- d. the item quantity;
- e. the name of the supply source;
- f. the consignment delivery point; and
- g. the date of dispatch.

**2.2.5** Without limiting clause 2.2.1, the Contractor shall ensure that all items delivered to the Commonwealth are accompanied by such Certificates of Conformity from the Original Equipment Manufacturer (OEM) as may be necessary to meet Commonwealth requirements, including ADF regulatory / assurance requirements.

### **2.3 Data Management System (Optional)**

**Note to drafters: Where substantial Contract work (eg, manufacture) will be subject to the WHS Legislation (eg, performed in Australia), drafters are to include the DMS for access to the WHSMS. Otherwise, the DMS may be included for the reasons stated under clause 2.3.1.**

#### **2.3.1 DMS Objectives**

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

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

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

#### **2.3.2 DMS General Requirements**

**Note to drafters: Amend the following note and list to suit the needs of the project.**

**Note to tenderers: The list below may be amended in consultation with the preferred tenderer, where this enables the DMS Objectives to be achieved.**

**2.3.2.1** The Contractor shall develop, implement and maintain a DMS to provide on-line access to the following Contract data including applicable data within the identified management systems ('DMS Contract Data'):

- a. all data items identified in the Contract Data Requirement List (CDRL) for delivery via the DMS;
- b. the Risk Register required under clause 3.6;
- c. the Issue Register required under clause 3.7;
- d. the Engineering Information Systems required under clause 4.5.3;
- e. the Quality Management System (QMS) procedures applicable to the Contract;
- f. the Master Technical Data Index (MTDI) as required under clause 2.6;
- g. all Technical Data in a 'soft copy' or digital format identified in the MTDI for delivery to the Commonwealth (unless specified for delivery via an alternative means);

**Option: Include the following clause when on-line access to the CSA system is required.**

- h. the Configuration Status Accounting (CSA) system required under clause 6.5;

**Option: Include the following clause when a DAL is required.**

- i. data identified in the Data Accession List (DAL), when requested in accordance with clause 5.2.8.5;
- j. the Problem Resolution System required under clause 7.1.7;
- k. all Authorisations required to be held by the Contractor for the Contract;
- l. the WHS Management System (WHSMS) required under clause 9.3.3;

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

- m. the Environmental Management System (ENVMS) required under clause 9.2.2;
- n. [...DRAFTER TO INSERT...]; and
- o. other Contract-related Technical Data and Contract Material, as agreed between the Contractor and the Commonwealth Representative.

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

**Note to drafters: Personnel needing DMS access will depend upon the scope of DMS Contract Data. Identifying numbers of personnel will help to scope the Contractor's obligations under clauses 2.3.2.5 and 2.3.4. Personnel numbers should include all access requirements envisaged for the period of the Contract. Drafters should amend the following clause to suit project needs.**

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

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

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

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

### **2.3.3 DMS Implementation, Operation and Management**

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

**Note to tenderers: The following clauses define DMS requirements but avoid specific solutions. This allows for maximum use of existing company data management systems, when suitable.**

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

- a. provides a controlled repository for all DMS Contract Data;
- b. protects DMS Contract Data against unauthorised access;
- c. caters for both classified and unclassified data;
- d. provides on-line access to the DMS Contract Data in a timely manner for all Commonwealth Authorised Users with the appropriate access rights;
- e. enables all Commonwealth Authorised Users to access both the DMS and the DMS Contract Data at the same time;
- f. provides controls to limit access to DMS Contract Data that may be sensitive to certain parties (eg, Subcontractor access to Contractor performance data);
- g. provides controls to prevent the Commonwealth Authorised Users from replacing or overwriting the Contractor's delivered versions of DMS Contract Data;

- h. where reasonably practicable, allows the DMS Contract Data to be downloaded by a Commonwealth Authorised User for further manipulation (including searching, printing and sorting of tabulated data) in the native document format;
- i. provides access to both current and earlier versions of DMS Contract Data;
- j. provides an index of DMS Contract Data, updated at least weekly, with the index to include the CDRL Line Number or other applicable reference number, title, issue, file name (as applicable), status (eg, working, draft submission, final submission, Approved, and Accepted), date of last change, and location on the DMS;
- k. provides access to uploaded DMS Contract Data that has not yet been indexed in accordance with subclause j;
- l. allows Commonwealth Authorised Users to search the DMS Contract Data;
- m. if DMS Contract Data is required to be delivered to the Commonwealth, provides the Commonwealth Authorised Users with the ability to electronically:
  - (i) acknowledge delivery of the DMS Contract Data; and
  - (ii) comment on the DMS Contract Data;
- n. provides the ability to capture, store, provide access to, and maintain an audit trail of comments provided by Commonwealth Authorised Users on DMS Contract Data, including comments on current and earlier versions; and
- o. allows the Commonwealth Representative to define access rights for the Commonwealth Authorised Users.

**2.3.3.2** The Contractor shall introduce the DMS into operational use in accordance with this clause 2.3 no later than 60 Working Days after the Effective Date.

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

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

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

**2.3.3.6** The Contractor is not required to provide:

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

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

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

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

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

## **2.3.4 DMS Training**

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

- a. competently utilise the DMS; and



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

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

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

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

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

**2.3.4.4** The Contractor shall provide DMS training to the Commonwealth Authorised Users at the following locations:

- a. in Canberra, for the Canberra-based Commonwealth Authorised Users; and
- b. at the Contractor's premises, for the Resident Personnel.

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

## **2.4 Deliverable Data Items (Core)**

### **2.4.1 Development and Submission of Data Items**

**Note to drafters: Amend the following clause, depending upon whether or not a DMS requirement has been included at clause 2.3.**

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

### **2.4.2 Review, Approval or Non-Approval, and Acceptance of Data Items**

**2.4.2.1** The Commonwealth Representative shall:

- a. Review;
- b. Approve or not Approve;
- c. Accept or reject; or
- d. consider a Contract Change Proposal (CCP) for Approval for, each data item in accordance with the CDRL and this clause 2.4.

### **2.4.3 Data Item Review**

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

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

**2.4.3.2** The Contractor acknowledges that the Commonwealth may not provide a response to a data item that is submitted for Review. Where the Commonwealth does not provide a response within the Commonwealth action period set out in the CDRL (or as set out in a data item, such as the Approved Support System Technical Data List (SSTD) and the

Approved Mission System Technical Documentation Tree (MSTDT)), the Contractor can progress on the assumption that no comment will be provided.

#### **2.4.4 Data Item Approval**

- 2.4.4.1** If the CDRL requires a data item to be submitted by the Contractor to the Commonwealth Representative for Approval, then the Commonwealth Representative shall, within the action period specified in the CDRL, notify the Contractor that the data item is either Approved or not Approved.
- 2.4.4.2** If the Commonwealth Representative determines that any data item subject to Approval submitted by the Contractor is not in accordance with the requirements of this Contract, the Commonwealth Representative shall notify the Contractor accordingly. In such event, the data item shall not be considered to have been submitted and the data item shall be rectified at no additional cost to the Commonwealth.
- 2.4.4.3** If, under clause 2.4.4.1, the Commonwealth Representative provides the Contractor with notice of non-Approval of a data item, then the Commonwealth Representative shall notify the Contractor of the reasons for non-Approval and may provide details of any corrective action to be taken by the Contractor before the data item will be reconsidered for Approval.
- 2.4.4.4** The Commonwealth Representative's reasons for non-Approval of a data item shall be limited to those situations where, in the judgement of the Commonwealth Representative, the data item submitted:
- a. is not clearly understandable;
  - b. does not provide adequate detail;
  - c. is inconsistent with the Contract, including related data items; or
  - d. does not meet the objective of the data item.
- 2.4.4.5** The Commonwealth Representative may not withhold Approval of a data item for minor omissions or defects in the data item which are identified to the Contractor. In addition to the criteria for non-Approval detailed in clause 2.4.4.4, any subsequent Approval of an update to a data item that was previously Approved with minor omissions or defects shall be subject to the Contractor addressing those identified omissions or defects in the proposed update to the satisfaction of the Commonwealth Representative.
- 2.4.4.6** When the Commonwealth Representative provides the Contractor with notice of non-Approval in accordance with clause 2.4.4.1, the Contractor shall, within a period equal to the Commonwealth action period defined in the CDRL for the relevant data item (or within such further period as the Commonwealth Representative may allow), deliver the rectified data item for Approval.
- 2.4.4.7** If, within the time specified under clause 2.4.4.6, the Contractor submits the rectified data item as conforming to the requirements of the Contract, the Commonwealth Representative shall be entitled to exercise the rights provided by this clause 2.4 as if the data item had been submitted by the Contractor for the first time.
- 2.4.4.8** If, under clause 2.4.4.1, the Commonwealth Representative provides the Contractor with notice of Approval, then the data item shall have effect in accordance with that Approval and the task comprising the development of that data item shall be deemed to be accomplished.
- 2.4.4.9** Subject to clause 2.4.8, if the Commonwealth Representative fails to furnish to the Contractor notice of Approval or non-Approval, under clause 2.4.4.1, within the period specified in the CDRL, then the Contractor may be entitled to claim a postponement of the date for delivery of Supplies or a Milestone Date under clause 6.3 of the conditions of contract (COC).

**Note to drafters:** Consider the actual period required to review each data item when updating the action periods in the CDRL. Factors to be considered include: the size and complexity of the document; whether a draft version would already have been reviewed; the need to involve external agencies or approval authorities; and conflicting requirements (eg, the need to review more than one data item concurrently).

- 2.4.4.10** Approval of a data item by the Commonwealth shall not be construed as:

- a. any more than an indication that the data item appears to the Commonwealth Representative to be capable of being used as a basis for further work;
- b. limiting the Contractor's responsibility to provide Supplies in accordance with the requirements of the Contract; and
- c. an election to not enforce any right under this Contract or any cause of action arising out of or as a consequence of any act or omission of the Contractor or any Contractor Personnel.

#### **2.4.5 Data Item Acceptance**

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

#### **2.4.6 Data Items Delivered Under Contract Change Proposals**

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

#### **2.4.7 Data Item Updates**

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

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

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

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

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

#### **2.4.8 Actioning of Data Items**

**2.4.8.1** The Contractor acknowledges and agrees that:

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

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

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

**2.4.8.3** The Commonwealth's inability to action the data items within the timeframes described in the CDRL in the circumstances described in clause 2.4.8.2 is not an event beyond the

reasonable control of the Contractor for the purposes of clause 6.3.1a(ii) of the COC or a Commonwealth Default for the purposes of clause 6.3.1b(i) of the COC.

## 2.5 Draft Data Items and Strategies included at Attachment K (Optional)

2.5.1 Draft data items and Strategies are set out in Attachment K.

**Note to drafters: Only Strategies and tendered draft data items subject to Approval or CCP approval after the ED (eg, tendered specifications) should be included in Attachment K. All data items to be Approved by ED should be annotated in the CDRL with Delivery at 'ED' and the Commonwealth Action Period specified as 'by ED'.**

2.5.2 Data items that have been developed from the draft data items and Strategies referred to in clause 2.5.1, and delivered in accordance with clause 2.4, shall:

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

2.5.3 Any Commonwealth comment provided in Attachment K:

- a. is intended to be of assistance to the Contractor and shall not be construed as a direction from the Commonwealth Representative to the Contractor;
- b. shall not be taken as an Approval or CCP Approval of a data item;
- c. shall not limit the Commonwealth's rights and obligations under clause 2.4; and
- d. is not necessarily a complete statement of all of the Commonwealth's issues and concerns with the draft data items and Strategies in Attachment K.

2.5.4 Following Approval or CCP approval (as applicable) in accordance with clause 2.4, of a further version of a data item developed from a draft data item or all data items developed from a Strategy, referred to in clause 2.5.1, the relevant draft data item or Strategy shall be considered superseded and withdrawn as an Annex to Attachment K, which will be annotated as 'Not used'. This change will be effected by a CCP issued by the Commonwealth.

## 2.6 Master Technical Data Index (Core)

2.6.1 The Contractor shall establish and maintain a Master Technical Data Index (MTDI) in accordance with DID-ILS-TDATA-MTDI to identify and manage relevant Technical Data for the Contract.

2.6.2 The Contractor acknowledges that the MTDI provides the mechanism from which data items, that list particular sets of Technical Data, are produced under the Contract, including:

- a. MSTDT;
- b. SSTDL;
- c. Drawing List;
- d. Publications Tree; and
- e. Training Materials List (TML).

**Option: The following clause is not required if the MTDI is included in the DMS.**

2.6.3 The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the MTDI for the period of the Contract.

## 2.7 Commonwealth-Directed Trade Studies (Optional)

**Note to drafters: The following clause is a hook for the project office to identify specific trade studies that the Contractor will conduct to assess the feasibility of Commonwealth-directed investigations. Each of these trade studies should be accompanied by its own SOW (including tasks to be undertaken, criteria for evaluation, and reports to be delivered) and, where**

**appropriate, a specification in a discrete annex to this SOW. If there are no specific trade studies envisaged, the following clause should be deleted.**

**2.7.1** The Contractor shall conduct, in accordance with the Approved System Engineering Management Plan (SEMP) or the Approved Integrated Support Plan (ISP) (as applicable), the Commonwealth-directed trade studies identified at Annex F to this SOW.

## **2.8 Mandated Defence Information Systems (Optional)**

### **2.8.1 Incorporating Defence Information Systems into Contract Work**

**Note to drafters: Include this clause if the Contractor is required to interface with, input data into, or undertake other activities using Defence information systems that will transition to the Defence ERP System.**

**2.8.1.1** The Contractor acknowledges that:

- a. the SOW requires the Contractor to interface with, provide data to populate, or undertake particular activities using one or more Defence information systems;
- b. the Defence Enterprise Resource Planning (ERP) System will replace various existing Defence information systems, over a number of years; and
- c. the Contract may require amendment to incorporate any changes arising out of the introduction of the Defence ERP System.

**2.8.1.2** When any such to the Contract are required for the Defence ERP System, the parties shall negotiate the such changes in good faith, including in relation to any CCPs.

**2.8.1.3** To the extent required to perform the work required under the Contract and to the extent not provided by the Commonwealth through other means external to the Contract, the Commonwealth shall provide under this Contract:

- a. access to the Defence ERP System;
- b. the necessary Government Furnished Material (GFM), Government Furnished Equipment (GFE) and Government Furnished Services (GFS), as applicable, for using the Defence ERP System; and
- c. appropriate training for the use of the Defence ERP System, as described in clause 2.8.2.

### **2.8.2 Training In Defence Information Systems**

**2.8.2.1** The Contractor shall ensure that all relevant Contractor Personnel, including Subcontractor Personnel, are trained in the operation of mandated Defence information systems.

**Note to drafters: Insert systems, user roles and numbers of personnel for initial training in various Defence information systems, and the relevant Milestones. Relevant Milestone are to be identified in relation to when work using Defence information systems will commence. For example, use of the Configuration Status Accounting (CSA) system may be co-ordinated with Detailed Design Review (DDR) if the Commonwealth wants the design established at DDR to be delivered into the Defence CSA System. In other contracts, the CSA system access may not be required until closer to the first Functional Configuration Audit (FCA).**

**If the Defence ERP System functions are yet to be introduced, and work will commence using legacy systems, details for legacy systems can be included in clause 2.8.2.2 and then clause 2.8.2.3 will provide crossover training for the Defence ERP System.**

**2.8.2.2** Unless agreed otherwise in the Approved PMP (eg, to allow for a build-up in staff numbers over time), the Commonwealth will make initial training available for Contractor Personnel who will be directly engaged in the performance of the Contract, as follows:

- a. for the [INSERT SYSTEM NAME], training for [INSERT USER / ROLE NAME], up to [INSERT NUMBER OF PERSONS, EG, TWO] persons prior to the [INSERT MILESTONE]; and
- b. for the [INSERT SYSTEM NAME], training for [INSERT USER / ROLE NAME], up to [INSERT NUMBER OF PERSONS, EG, TWO] persons prior to the [INSERT MILESTONE].

- 2.8.2.3** In addition to the initial training provided under clause 2.8.2.2, the Commonwealth shall provide appropriate training for any new or upgraded Defence information system that the Contractor is required to use in the performance of the Contract. Such training requires the co-ordination of both parties to ensure that Contractor Personnel attain the appropriate skills in advance of the required use of the new or upgraded Defence information system.
- 2.8.2.4** The training provided to Contractor Personnel, including Subcontractor Personnel, under clauses 2.8.2.2 and 2.8.2.3, shall be provided free of charge by the Commonwealth, after which the Commonwealth may elect to recover costs from the Contractor for additional training.
- 2.8.2.5** For the training provided by the Commonwealth under this clause 2.8.2, the Contractor shall:
- a. nominate the personnel requiring training and provide sufficient personnel details to the Commonwealth to enable training co-ordination (eg, for when access controls to information systems and facilities apply);
  - b. ensure that the personnel nominated for training meet any applicable Defence requirements (eg, personnel security clearances) and have a suitable level of general competence in the use of electronic information systems; and
  - c. ensure that it and its Subcontractors meet all employer responsibilities, including all salaries, travel, and accommodation allowances for employees during training.

### **2.8.3 Use of Defence Information Systems**

**Note to drafters: Include this clause when the Contractor / Subcontractor personnel are provided access to Defence Information Systems.**

- 2.8.3.1** If the Contractor is provided with access to any Defence information systems for the purposes of performing the Contract, the Contractor shall ensure that all Contractor Personnel, including Subcontractor Personnel, accessing the Defence information systems:
- a. hold an appropriate security clearance for the Defence information systems;
  - b. comply with any policies and procedures applicable to the access and use of the Defence information systems, including the Defence Security requirements specified under the Contract;
  - c. not access, use or obtain information from the Defence information systems except to the extent required for the performance of the Contractor's obligations under the Contract; and
  - d. store any data items delivered to the Commonwealth on the Defence information systems in an approved document management system, such as [...INSERT EG, "Objective" OR REPLACEMENT ERP SYSTEM...].
- 2.8.3.2** The Contractor acknowledges and agrees that:
- a. the Defence information systems shall be provided to the Contractor on the same basis, configuration and availability as provided to Commonwealth users filling similar roles; and
  - b. no modifications or additions to the functionality of the Defence information systems shall be made by the Commonwealth to provide the Contractor with any particular access, Software or service level not otherwise provided in accordance with clause 2.8.3.2a, unless agreed to by the Commonwealth Representative in writing.
- 2.8.3.3** The Contractor shall take all reasonable steps to ensure that any use of Defence information systems does not damage, interfere with or otherwise compromise the Defence information systems, any information contained within it, or any other Defence information system.
- 2.8.3.4** The Contractor shall not establish any interface between the Defence information systems and any information system owned or controlled by the Contractor, or by a third party, without the prior written consent of the Commonwealth Representative.
- 2.8.3.5** If the Commonwealth fails to provide the Defence information systems to the Contractor in accordance with clause 2.8.3.2a, the Contractor may be entitled to may make a claim for

postponement in accordance with clause 6.3 of the COC, except to the extent that the failure to provide the Defence information systems was caused by a Contractor Default.

**2.8.3.6** The Contractor acknowledges and agrees that, despite any obligation on the Commonwealth to provide Defence information systems, the Commonwealth may cease provision (or refuse to provide) the Defence information systems if the Contractor fails to comply with this clause 2.8.3.

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

### 3. PROJECT MANAGEMENT (CORE)

#### 3.1 Contractor's Project Management Organisation (Core)

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3.1.1 The Contractor shall establish and maintain, within its company structure, a discrete management organisation with suitable capability to perform the Contract.

#### 3.2 Project Planning (Core)

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##### 3.2.1 Contract Start Up Plan

3.2.1.1 The Contractor shall develop, deliver and update a Contract Start Up Plan in accordance with CDRL Line Number MGT-600.

3.2.1.2 The Contractor shall conduct Contract start-up activities in accordance with the Approved Contract Start Up Plan.

##### 3.2.2 Project Management Plan

3.2.2.1 The Contractor shall develop, deliver and update a Project Management Plan (PMP) in accordance with CDRL Line Number MGT-100.

3.2.2.2 The Contractor shall manage its program of activities under the Contract in accordance with the Approved PMP.

##### 3.2.3 Contract Master Schedule

3.2.3.1 The Contractor shall develop, deliver and update a Contract Master Schedule (CMS) in accordance with CDRL Line Number MGT-110.

3.2.3.2 The Contractor shall use the Approved CMS as the primary schedule for managing the Contract.

**Note to drafters: In the following clause, OPP has been specified as the Commonwealth's preferred scheduling software package. However, if the preferred tenderer proposes an alternative package, the project team should assess this alternative and discuss any issues with the preferred tenderer during contract negotiations. Depending upon the outcomes of those discussions, the following clause may be amended to accord with the agreed outcomes.**

3.2.3.3 The Contractor shall use the scheduling software package, Open Plan Professional (OPP) Version [...INSERT VERSION...] (or an alternative Approved by the Commonwealth Representative) to develop the CMS.

3.2.3.4 If the Contractor produces the CMS using a software package not held by the Commonwealth Representative, the Contractor shall provide all necessary programs, licenses, and training to enable the Commonwealth Representative to efficiently access and manipulate the CMS as required.

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

- a. payments under the Contract are not affected;
- b. the Milestones Dates are not affected; and
- c. the ability of the Commonwealth to meet its obligations under the Contract is not affected.

3.2.3.6 Commonwealth Approval of an amendment to the Approved CMS under clause 3.2.3.5 shall be obtained when the next update to the CMS is required, as specified in the CDRL.

**Note to drafters: Include the following option if the CMS will not be required as part of the DMS. Include the words in brackets if a Resident Team is required, otherwise delete.**

**Option: Include for on-going Commonwealth access to the CMS, if not accessible via a DMS.**

3.2.3.7 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth over the period of the Contract in order for the Commonwealth [...(including Resident Personnel)...] to access the Contractor's versions of the CMS, and any supporting schedules developed by the Contractor (eg, working-level schedules).



**Option: Include this option if SCRAM requirements are to be included in the Contract.**

**3.2.3.8** The Contractor shall, either prior to, or in conjunction with, the Integrated Baseline Review (IBR) required under clause 3.2.5, participate in a Commonwealth-led Schedule Compliance Risk Assessment Methodology (SCRAM) assessment.

**3.2.3.9** Except where otherwise agreed by the Commonwealth Representative, the Contractor shall address the recommendations from the SCRAM assessment in its CMS and in any other applicable Contract plans.

### **3.2.4 Contract Work Breakdown Structure**

**3.2.4.1** The Contractor shall develop, deliver and update a Contract Work Breakdown Structure (CWBS) in accordance with CDRL Line Number MGT-120.

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

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

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

### **3.2.5 Earned Value Management System (Optional)**

#### **3.2.5.1 System Implementation**

**Note to drafters: An Earned Value Management System (EVMS) is to be considered for inclusion based on the strategic significance, value, risk and complexity of the Contract, as determined in accordance with CASG-2-Policy (PM) 003, Application of Earned Value Management to CASG Contracts. Most Contracts using this template require an EVMS for the same reasons that were used to select this template. Drafters should contact Project Controls Services, CASG Strategy and Planning Branch for guidance.**

**3.2.5.1.1** The Contractor shall develop, deliver and update an Earned Value Management Plan (EVMP) in accordance with CDRL Line Number MGT-310.

**3.2.5.1.2** The Contractor shall conduct Earned Value Management (EVM) in accordance with the Approved EVMP.

**3.2.5.1.3** The Contractor shall, within a period of [...INSERT PERIOD (eg, six-nine months)...] after the Effective Date, have an established EVMS that complies with the requirements defined in AS 4817:2019, CASG Manual (PM) 006, and the Approved EVMP.

**3.2.5.1.4** The Contractor shall, within a period of [...INSERT PERIOD (eg, six-nine months)...] after the Effective Date, conduct a MSR, the Integrated Baseline Review (IBR) in order to enable the assessment and subsequent Approval of the Performance Measurement Baseline (PMB).

**3.2.5.1.5** The Contractor's entry criteria, exit criteria and objectives for the IBR shall include those defined in MSR-CHECKLIST-IBR.

**3.2.5.1.6** Commonwealth Approval of an amendment to the Approved CMS under clause 3.2.3.5 shall not affect either party's EVM obligations under this clause 3.2.5.

**3.2.5.1.7** The Contractor shall notify the Commonwealth Representative, within five Working Days of becoming aware that the PMB, as agreed at the IBR under clause 3.2.5.1.4, no longer represents the plan for work.

**3.2.5.1.8** The Commonwealth may require the conduct of subsequent IBRs to reassess and subsequently Approve the PMB.

**3.2.5.1.9** Where a subsequent IBR is required, in accordance with clause 3.2.5.1.8:

- a. the IBR shall be held in a timeframe agreed between the parties, or as reasonably determined by the Commonwealth Representative;
- b. the Contractor shall provide an updated CWBS and CMS for Approval;

- c. the Contractor shall provide an updated data pack for the IBR, with the exception of any elements that the Commonwealth Representative has agreed, in writing, may be tailored or omitted;
- d. except to the extent otherwise agreed between the parties, the Contractor's entry criteria, exit criteria and objectives for the IBR shall include those defined in MSR-CHECKLIST-IBR; and
- e. the Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth Representative to conduct the IBR.

**3.2.5.1.10** The Contractor shall, within a period of [...INSERT PERIOD (eg, six-nine months)...] after the Effective Date, allow the Commonwealth Representative to conduct a review of the Contractor's EVMS in accordance with CASG-2-Instruction (PM) 003, Integrated Baseline Review and Earned Value Management System Review, for the purpose of assessing compliance with the requirements of the Contract.

**3.2.5.1.11** The Contractor shall ensure that its EVMS continues to meet the requirements of the Contract.

**3.2.5.1.12** The Contractor shall allow the Commonwealth Representative to conduct ongoing System Assurance of its EVMS to assess continuing compliance with the requirements of the Contract.

**3.2.5.1.13** The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth Representative to conduct IBRs, EVMS reviews, and System Assurance activities.

**3.2.5.1.14** The Contractor may use the EVMS to satisfy the Australian Industry Capability (AIC) reporting requirements of clause 10 (eg, to report actual Australian Contract Expenditure (ACE) against the baseline plan for this expenditure). Where the Contractor does use the EVMS to provide this reporting information, the Contractor:

- a. shall, except to the extent otherwise agreed between the parties:
  - (i) integrate the assessment and verification of the adequacy of the Contractor's financial management information system and data collection methods under clause 10.1.9 with the review of the Contractor's EVMS under clause 3.2.5.1.10; and
  - (ii) include ACE measurement and assessment within the scope of System Assurance activities under clause 3.2.5.1.12; and
- b. may include the planned value of ACE in its PMB to be assessed as part of the IBR.

### **3.2.5.2 Reporting**

**Note to drafters:** Clause 3.2.5.2 establishes the default position for performance reporting under the Contract and provides the Commonwealth with the ability to secure visibility of elements in which risks reside. Once approved, the EVMP will define how the reporting requirements are implemented. Reporting levels may vary throughout the CWBS and should be reviewed as the Contract progresses. Careful consideration should be given to determining the appropriate reporting levels, which may drive cost and should be based on the nature and complexity of the work, performance and the visibility required by the Commonwealth to effectively manage risk. Drafters should refer to the [CASG BMS](#) for further information and, when required, seek advice from Project Controls Services, CASG Strategy and Planning Branch.

**3.2.5.2.1** The Contractor shall prepare and deliver Earned Value Performance Reports (EVPRs) in accordance with CDRL Line Number MGT-320 and the Approved EVMP.

**3.2.5.2.2** The Contractor shall provide the data reported in EVPRs at the cost level (ie, the cost to the Contractor).

**3.2.5.2.3** Unless otherwise specified in the Approved EVMP, the Contractor shall provide the data reported in Formats 1 and 5 of EVPRs at the Control Account level.

**3.2.5.2.4** The Commonwealth may specify the levels at which elements of the Approved CWBS are reported where problem areas or risks are indicated or where visibility into the performance of EVM Flowdown Subcontractors or AIC Subcontractors is required.

**3.2.5.2.5** The Contractor shall prepare and deliver Format 5 of the EVPR:

- a. where the cost or schedule variance, current or cumulative to date, or the variance at completion of any reporting element:
  - (i) adversely impacts any activity that lies on the critical path;
  - (ii) adversely impacts any element notified to the Contractor from time to time by the Commonwealth as one of the top 10 risk elements; or
  - (iii) exceeds the variance thresholds in the following table, unless otherwise specified in the Approved EVMP:

**Note to drafters: The following table establishes the default variance thresholds under the Contract. Once Approved, the EVMP will define the variance thresholds to be applied. Drafters are required to insert the Contract Percent Complete range (eg, 0-25%) and the related Percent Variance thresholds (eg, +x% for CV, SV and VAC). Careful consideration should be given to determining variance thresholds that are commensurate with the level of risk. Drafters may insert rows to define different variance thresholds for individual reporting elements, where appropriate. If required, drafters should seek further advice from Project Controls Services, CASG Strategy and Planning Branch.**

Contract Percent Complete	Percent Cost Variance	Percent Schedule Variance	Percent Variance at Completion
[...INSERT RANGE %...]	[...INSERT %...]	[...INSERT %...]	[...INSERT %...]
[...INSERT RANGE %...]	[...INSERT %...]	[...INSERT %...]	[...INSERT %...]
[...INSERT RANGE %...]	[...INSERT %...]	[...INSERT %...]	[...INSERT %...]

- b. upon the request of the Commonwealth in relation to any CWBS element where problem areas are indicated.

**3.2.5.2.6** The Contractor shall conduct workshops with the Commonwealth as part of each applicable MSR, when defined in the exit criteria for the applicable MSR Checklist, to review and agree the reporting levels and variance thresholds for the next phase of the Contract. The agreed reporting levels and variance thresholds shall be documented in an update to the EVMP.

**3.2.5.2.7** In addition to the standard EVMS measures, assessment of EVMS work-package achievement, including the achievement of interim milestones within work-packages, shall, where applicable, be consistent with, and traceable to, the agreed measures documented in the Approved Measurement Plan.

**3.2.5.3 Change Control**

**3.2.5.3.1** The Contractor shall incorporate all revisions to the PMB in accordance with AS 4817:2019 and CASG Manual (PM) 006.

**3.2.5.3.2** If the Commonwealth Approves a CCP that results in a change to the PMB, the Contractor shall submit the updated version of the PMB to the Commonwealth within 20 Working Days of the Approval or such other period as may be agreed between the parties.

**3.2.6 Measurement and Analysis (Optional)**

**3.2.6.1** The Contractor shall develop, deliver and update a Measurement Plan in accordance with CDRL Line Number MGT-200.

**3.2.6.2** The Contractor shall conduct the measurement program in accordance with the Approved Measurement Plan.

**3.2.6.3** The Contractor shall deliver measurement data in accordance with CDRL Line Number MGT-210.

**3.2.6.4** The Contractor shall conduct measurement-planning workshops with the Commonwealth and Approved Subcontractors as a part of each applicable MSR, when defined in the exit criteria for the applicable MSR Checklist, to agree the measures for the next phase. The agreed measures shall be documented in an update to the Approved Measurement Plan.

**3.2.6.5** The Contractor shall flow down the measurement requirements of this clause 3.2.6 to Approved Subcontractors.

### 3.2.7 Process Improvement (Optional)

**Note to drafters:** This clause and the Process Improvement Plan (PIP) are used to improve organisational capability in areas of significant process risk, particularly for complex design, development, and Software-intensive programs. Inclusion of this program may follow a process capability assessment conducted pre-contract, if that assessment identifies process areas to be improved. Specific process areas and improvement activities will be documented in the PIP. The Contractor will need to demonstrate adherence to the PIP and improve process capability to reduce the identified risk. Refer to the SOW Tailoring Guide for guidance.

**Note to tenderers:** A final decision to include a process improvement program may be determined as a result of tender evaluations and risk assessments.

3.2.7.1 The Contractor shall develop, deliver and update a Process Improvement Plan (PIP) in accordance with CDRL Line Number MGT-220.

3.2.7.2 The Contractor shall conduct process improvement activities in accordance with the Approved PIP.

### 3.3 Monitoring and Control (Core)

#### 3.3.1 Progress Reporting

3.3.1.1 The Contractor shall prepare and deliver Contract Start Up Progress Reports (CSUPRs) in accordance with CDRL Line Number MGT-610.

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

**Note to drafters:** Amend the following clause if EVPRs will not be required.

3.3.1.3 If the Commonwealth notifies the Contractor on the basis of any CSUPR, EVPR or CSR that the Contractor has failed to maintain satisfactory progress under the Contract, the Contractor shall notify the Commonwealth, within 10 Working Days, of the measures proposed to re-establish Contract progress, and shall reflect the results of such measures in subsequent CSUPRs, EVPRs or CSRs, as applicable.

### 3.4 Personnel Management (Core)

#### 3.4.1 Key Persons Management (Core)

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

3.4.1.2 The Contractor shall provide the Commonwealth with information and documentation to support the nomination of any person by the Contractor as a Key Person, including any proposed replacement or substitution of a Key Person under this clause 3.4, or under clause 3.6 of the COC. This documentation shall:

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

**Note to drafters:** Include one of the following two options if the Commonwealth considers that there are particular areas of expertise (eg, operational expertise) or particular positions that are so important that they must be included within the Key Persons framework. This clause should

**only be used where there are critical skills or expertise that the Commonwealth considers must be included as Key Staff Positions.**

**Option A: Include this option if the Commonwealth wishes to define particular expertise that should be managed under the Key Persons framework, to suit the needs of the Contract.**

- 3.4.1.3** The Contractor shall ensure that its project team includes Key Staff Positions and associated Key Persons with appropriate expertise in:
- a. [...DRAFTER TO INSERT...]; and
  - b. [...DRAFTER TO INSERT...].

**Option B: Include this option if the Commonwealth wishes to define particular positions or appointments to be managed as Key Staff Positions, to suit the needs of the Contract.**

- 3.4.1.4** The Contractor shall include the following positions as Key Staff Positions:
- a. [...DRAFTER TO INSERT...]; and
  - b. [...DRAFTER TO INSERT...].

### **3.4.2 Australian Skills Guarantee (Optional)**

**Note to drafters: If the procurement connected policy for Australian Skills Guarantee will apply to the Contract, refer to the clause bank for additional clauses.**

- 3.4.2.1** Not used.

## **3.5 Subcontractor Management (Core)**

### **3.5.1 Subcontractor Planning**

- 3.5.1.1** The Contractor shall ensure that Approved Subcontractors manage their contracts in accordance with their own management plans.

### **3.5.2 Subcontractor Earned Value Management Requirements (Optional)**

**Note to drafters: For the same reasons an EVMS may be required for a contract that meets the criteria in CASG-2-Policy (PM) 003, an EVMS may also be required if a Subcontract, or a group of Subcontracts with the same Subcontractor, meets the criteria. Drafters should refer to the [CASG BMS](#) for further information and, when required, seek advice from Project Controls Services, CASG Strategy and Planning Branch.**

- 3.5.2.1** Unless otherwise specified in the Approved EVMP, if the duration of any Subcontract (or group of Subcontracts) with an Approved Subcontractor exceeds 12 months and the associated level of risk is assessed by the Commonwealth in accordance with CASG-2-Policy (PM) 003 to be medium or high, the Contractor shall require that the Approved Subcontractor use and maintain in the performance of the Subcontract an EVMS compliant with the requirements of AS 4817:2019 and CASG Manual (PM) 006 ('**EVM Flowdown Subcontractor**').
- 3.5.2.2** The Contractor shall ensure that:
- a. the EVMS of each EVM Flowdown Subcontractor is and remains compliant with the requirements of this Contract;
  - b. the PMB of each EVM Flowdown Subcontractor is reviewed and accepted by the Contractor through the conduct of an IBR; and
  - c. the performance data reported by each EVM Flowdown Subcontractor is integrated with the performance data of the Contractor to accurately reflect performance within the relevant reporting period.
- 3.5.2.3** The Contractor shall provide the Commonwealth with access to the records of, and invite the Commonwealth to participate in, reviews associated with the EVMS of any EVM Flowdown Subcontractor, including IBRs, EVMS reviews, and System Assurance activities.
- 3.5.2.4** The Contractor shall provide the Commonwealth with at least 20 Working Days prior notice of the date any review under clause 3.5.2.3 is to be conducted.

- 3.5.2.5** The Contractor shall require that EVM Flowdown Subcontractors:
- b. prepare and deliver Subcontract EVPRs to the Commonwealth at the same time as Subcontract EVPRs are delivered to the Contractor (or when otherwise requested by the Commonwealth);
  - c. provide Subcontract EVPRs to the Commonwealth at the cost level (ie, the cost to the EVM Flowdown Subcontractor); and
  - d. acknowledge and agree that the Commonwealth may address variances reported in Subcontract EVPRs with the Contractor provided that cost data is not disclosed to the Contractor without the consent of the EVM Flowdown Subcontractor.

### **3.5.3 Subcontractor Monitoring and Control**

- 3.5.3.1** The Contractor shall ensure that the Approved Subcontractors monitor progress against their own plans.
- 3.5.3.2** The Contractor shall ensure that Approved Subcontractors provide the identified measurement data in accordance with the Approved Measurement Plan.
- 3.5.3.3** The Contractor shall ensure that the Approved Subcontractors implement corrective actions to address any deviations from any plan.

### **3.5.4 Subcontract Status Reporting**

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

## **3.6 Risk Management (Core)**

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- 3.6.1** The Contractor shall manage risks in accordance with the Approved PMP.
- 3.6.2** The Contractor shall maintain a Risk Register in accordance with the Approved PMP.
- 3.6.3** The Contractor shall update the Risk Register prior to the submission of the CSR to ensure that each CSR represents the current status of the Contract risks.

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

- 3.6.4** The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Risk Register for the period of the Contract.

## **3.7 Issue Management (Core)**

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- 3.7.1** The Contractor acknowledges that the objective of conducting Issue management is to ensure that significant Issues are addressed in a timely manner.
- 3.7.2** The Contractor shall manage Issues in accordance with the Approved PMP.
- 3.7.3** The Contractor shall maintain an Issue Register in accordance with the Approved PMP.
- 3.7.4** The Contractor shall update the Issue Register prior to the submission of the CSR to ensure that each CSR represents the current status of the Contract Issues.

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

- 3.7.5** The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Issue Register for the period of the Contract.

## **3.8 Maintenance of Contractual Documents (Core)**

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### **3.8.1 Configuration Management of the Contract**

- 3.8.1.1** The Contractor shall incorporate all changes to the Contract and maintain a configured copy of the Contract.

**3.8.1.2** The Contractor shall archive all superseded versions of the Contract so that the exact status of the Contract at any previous time can be determined from the archived versions.

**3.8.2 Subcontract Configuration Management**

**3.8.2.1** The Contractor shall incorporate all changes to its Subcontracts and maintain configured copies of these Subcontracts.

**3.8.2.2** The Contractor shall archive all superseded versions of Subcontracts so that the exact status of the Subcontracts at any previous time can be determined from the archived versions of the Subcontract material.

**3.9 Customer Liaison (Core)**

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**3.9.1 Progress Meetings (Core)**

**3.9.1.1** The Contractor shall conduct progress meetings at intervals of no greater than three months unless otherwise agreed with the Commonwealth Representative.

**3.9.1.2** Progress meetings shall be co-chaired by the Commonwealth Representative or nominated representative, and the Contractor Representative or nominated representative.

**3.9.1.3** The Contractor shall prepare and deliver all progress meeting Agendas in accordance with CDRL Line Number MGT-500, which is to include the topics in the CSRs and any other matters as required by the Commonwealth Representative or Contractor.

**3.9.1.4** The progress meetings shall not be conducted until the Commonwealth Representative has agreed the time and place of the progress meeting.

**3.9.1.5** Unless otherwise agreed by the Commonwealth Representative, the Contractor shall provide the facilities (including, when applicable, the venue), materials and services reasonably required for the conduct of the progress meetings. Progress meetings may be held via video conference when agreed by the Commonwealth Representative.

**3.9.1.6** The Contractor shall prepare and deliver Minutes for each progress meeting in accordance with CDRL Line Number MGT-510.

**3.9.2 Extraordinary Meetings (Core)**

**3.9.2.1** When scheduling extraordinary meetings, the party calling the meeting shall:

- a. provide the other party with reasonable advance notice of such meetings;
- b. advise the other party of the specific requirements for the meeting, including the nature of the issues to be discussed and requirements for the preparation and delivery of associated information by the other party;
- c. deliver an Agenda to the other party before each extraordinary meeting in accordance with CDRL Line Number MGT-500; and
- d. chair the meeting, unless otherwise mandated by the Commonwealth Representative.

**3.9.2.2** Unless otherwise specified in the Contract or agreed by the Commonwealth Representative, the Contractor shall provide the facilities (including, when applicable, the venue), materials and services reasonably required for the conduct of extraordinary meetings. Extraordinary meetings may be held via video conference when agreed by the Commonwealth Representative.

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

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

**3.9.3 Contract Performance Reviews (Core)**

***Note to tenderers: Contract Performance Reviews consider issues over and above normal customer / supplier progress meetings. The intent is to examine Contract activities in a holistic***

***sense and to identify areas for improvement. These reviews may be conducted by senior managers from both customer and supplier organisations.***

- 3.9.3.1** The parties shall jointly conduct Contract Performance Reviews at intervals of no greater than [...INSERT REVIEW PERIOD eg, 'six'...] months or as otherwise agreed between the parties in writing, with the first Contract Performance Review to be conducted at the date that is [...INSERT REVIEW PERIOD eg, 'six'...] months after the Effective Date.
- 3.9.3.2** Contract Performance Reviews will involve both appraisal by the Commonwealth of the Contractor's performance and appraisal by the Contractor of the Commonwealth's performance, under the Contract. Appraisals will consider factors such as the quality of the evolving products and ongoing services as well as the evaluation of final products and services.
- 3.9.3.3** The parties acknowledge that the aim of Contract Performance Reviews is to facilitate early identification and mitigation of the adverse effects of Contractor's and Commonwealth's performance on the Contract, and to deal with external changes impacting upon the Contract.
- 3.9.3.4** The parties acknowledge that the results of any appraisal relating to the Contractor's performance may be recorded under a 'contractor appraisal program' (eg, a 'scorecard' or 'rating system'), as may be required by Defence policy from time to time.
- 3.9.3.5** Contract Performance Reviews are conducted as progress meetings, in accordance with clause 3.9.1, and may be appended to any other progress meeting if agreed by both parties.
- 3.9.4 System Reviews (Core)**
- 3.9.4.1** The Contractor shall develop, deliver and update a System Review Plan (SRP) in accordance with CDRL Line Number MGT-400.
- 3.9.4.2** The Contractor shall conduct all MSRs and all Internal System Reviews in accordance with the Approved SRP.
- 3.9.4.3** If the Commonwealth Representative agrees, the Contractor may conduct a MSR concurrently with another MSR when the entry criteria, exit criteria, and objectives of the reviews can be accomplished simultaneously.
- 3.9.4.4** The Contractor shall conduct all MSRs at Contractor Premises unless otherwise agreed by the Commonwealth Representative or if the Commonwealth Representative directs that the MSR be held at Commonwealth Premises.
- 3.9.4.5** Unless otherwise agreed between the parties, the Contractor shall not commence a MSR until all entry criteria defined in the Approved SRP for that review have been met.
- 3.9.4.6** Prior to each MSR, the Contractor shall deliver the Agenda for that review in accordance with CDRL Line Number MGT-410.
- 3.9.4.7** Prior to each MSR, the Contractor shall deliver the Review Package for that review in accordance with CDRL Line Number MGT-420.
- 3.9.4.8** The Contractor shall ensure that Contractor representatives and Subcontractors' representatives participate in each MSR as appropriate to the subject and objectives of that MSR.
- 3.9.4.9** The Contractor and the Commonwealth Representative shall co-chair each MSR.
- 3.9.4.10** The Commonwealth Representative will classify each action item raised during an MSR as a major or minor action item, considering their importance to the objectives of the MSR and the Contract.
- 3.9.4.11** Following each MSR, the Contractor shall deliver Minutes of that MSR in accordance with CDRL Line Number MGT-430.
- 3.9.4.12** The Contractor shall not claim completion for a MSR until both the Commonwealth Representative and the Contractor are satisfied that all the exit criteria defined in the Approved SRP for that review have been met.



**Option: Include for the Commonwealth to attend the Contractor's Internal System Reviews.**

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

**3.9.4.14** Prior to each Internal System Review, the Contractor shall deliver the Agenda for that System Review in accordance with CDRL Line Number MGT-410.

**Option: Include when the Commonwealth requires visibility of the outcomes of the Contractor's Internal System Reviews.**

**3.9.4.15** Following each Internal System Review, the Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the records that document the outcomes of the System Review.

### **3.10 Independent Verification and Validation (Optional)**

**Note to drafters: The scope of IV&V activities must be clearly identified here to enable the tenderer to estimate the scope of work required to support the IV&V activities. If the scope of IV&V activities is unknown, then a fixed man-hour level of effort should be stated.**

**3.10.1** The Commonwealth may appoint an Independent Verification and Validation (IV&V) agent to Verify and Validate any aspect of the Contractor's activities at any stage of the Contract.

**3.10.2** The Contractor shall facilitate the work of the IV&V agent by:

- a. providing access to the Contractor's facilities;
- b. providing access to all documentation regarding the Contract for the purposes of the IV&V activities, including requirements, source code, review records, design and test data and information management systems used for the Contract;
- c. providing access to any tools required to review Contract-related data; and
- d. providing the IV&V agent access to the Contractor's staff in order to clarify issues when necessary.

### **3.11 Life Cycle Cost (Core)**

#### **3.11.1 Life Cycle Cost Program Management**

**3.11.1.1** The Contractor shall develop, deliver and update a Life Cycle Cost (LCC) Management Plan (LCCMP) in accordance with CDRL Line Number MGT-900.

**3.11.1.2** The Contractor shall conduct the LCC program in accordance with the Approved LCCMP.

#### **3.11.2 Life Cycle Cost Modelling and Analysis**

**Note to drafters: The project team should determine their most suitable LCC modelling tool and modify the following clause to suit. If the preferred tenderer proposes an alternative tool, the project team should assess this alternative and discuss the options during negotiations. Depending upon the outcome of those discussions, the clause may then need to be amended.**

**3.11.2.1** The Contractor shall use [...INSERT LCC TOOL...] (or an alternative Approved by the Commonwealth Representative) to develop an LCC model of the Mission System and the Support System in accordance with the Approved LCCMP.

**3.11.2.2** Where the Contractor requires Commonwealth cost data to populate the LCC model, the Contractor shall request such data, in writing, from the Commonwealth Representative. Where the Commonwealth Representative agrees that such data is Commonwealth cost data and is able to be provided, the Commonwealth Representative shall provide such data as Government Furnished Information (GFI) within 20 Working Days of receipt of the Contractor's request (or other timeframe as agreed between the parties).

**3.11.2.3** The Contractor shall utilise the LCC model developed under clause 3.11.2.1 to:

- a. capture LCC data relating to the Mission System and the Support System, and to update that data as the design of each system matures and better information becomes available;
- b. undertake LCC analyses of the developing Mission System and Support System;
- c. identify LCC drivers for the developing Mission System and Support System;

- d. analyse the identified LCC drivers, including performing sensitivity analyses;
- e. undertake trade-off analyses to identify design solutions that minimise LCC; and
- f. assist with design trade-off decisions both within and between the Mission System and the Support System.

**3.11.2.4** Where the Contractor produces an LCC model (or part thereof) using software packages other than a Defence endorsed tool, the Contractor shall provide all necessary programs, licenses, and training to enable the Commonwealth to efficiently access and manipulate the LCC model as required.

### **3.11.3 Life Cycle Cost Program Reviews and Reports**

**Note to drafters: The following clause assumes that Support System requirements were included in the FPS, and support concepts were included in the OCD (even if detailed in a separate document). If neither assumption holds true, then the clause will require amendment.**

**3.11.3.1** In accordance with the Approved System Review Plan (SRP), the Contractor shall utilise the LCC model developed under clause 3.11.2.1 to demonstrate to the Commonwealth at each MSR that the Contractor's developmental activities under the Contract will result in a Materiel System that:

- a. minimises LCC, as demonstrated in accordance with the Approved LCCMP; and
- b. meets the other requirements of the Contract,

when the Mission System and the Support System are operated and supported in accordance with the Operational Concept Document (OCD).

**Note to drafters: The CDRL highlights that the following data item has multiple deliveries, including prior to each MSR and at the end of the Contract.**

**3.11.3.2** The Contractor shall develop, deliver and update an LCC Report and Model (LCCRM) in accordance with CDRL Line Number MGT-910.

**3.11.3.3** Subject to clause 3.11.3.5, the Commonwealth will provide a response, in writing, to the Contractor advising of its Approval or otherwise of any proposal within the LCCRM that would minimise LCC as a result of a transfer of costs between:

- a. the Mission System and the Support System; or
- b. any of the Commonwealth, the Contractor (and Subcontractors), and the Contractor (Support) (and Subcontractors (Support)).

**3.11.3.4** The Commonwealth's response to a proposal within the LCCRM, under clause 3.11.3.3, will be provided:

- a. at a MSR, if the LCCRM is due to be addressed at that MSR; or
- b. within some other period of time as agreed between the parties.

**3.11.3.5** Following Approval of a proposal to minimise LCC in accordance with clause 3.11.3.3, the Contractor shall submit a CCP to incorporate the proposal into the Contract.

## **3.12 Transition into Operational Service (Core)**

### **3.12.1 Contractor Transition Plan (Core)**

**Note to drafters: The scope of the Contractor Transition Plan will be dependent upon a range of factors, including the support concept (as documented in the OCD), whether or not the Contractor is involved in support (eg, via interim support arrangements), if the Contractor is required to assist Defence units to transition, and whether or not a separate Contract (Support) will be enacted with the Contractor. Nevertheless, Transition is a typical period of risk and the following clauses aim to ensure an integrated Transition process.**

**3.12.1.1** The Contractor shall develop, deliver and update a Contractor Transition Plan (CTXP) in accordance with CDRL Line Number MGT-1000.

**3.12.1.2** The Contractor shall conduct its Transition activities in accordance with the Approved CXP.

**3.12.2 Transition Requirements and Coordination (Optional)**

**Note to drafters: If the ASDEFCON Linkages Module (Strategic) is used to link this draft Contract to a draft Contract (Support), tailoring should be guided by the ASDEFCON Linkages Module SOW amendment instructions.**

**3.12.2.1** The Contractor acknowledges that the objective of the Transition Requirements Review (TXRR) is to confirm and further define the requirements for Transition and Contract (Support) Phase In and Ramp Up (if applicable), including the activities of the Commonwealth, Contractor, Subcontractors, Contractor (Support), and Subcontractors (Support), in order to ensure consistent planning and subsequent coordination of Transition and Contract (Support) Phase In and Ramp Up (if applicable) activities.

**Note to drafters: The timeframe in the following clause is indicative only and may be amended for the nature and scope of the Transition activities. Despite the TXRR, Transition should also be discussed at progress meetings (refer clause 3.9.1) from early in the Contract.**

**3.12.2.2** At least 100 Working Days before the Test Readiness Review (TRR) for the first Mission System (or other time agreed between the parties in writing), the Contractor shall conduct a MSR, the TXRR.

**Note to drafters: If the Contract is not linked to a Contract (Support) the following clause should be amended; for example, to 'The Contractor shall invite the Contractor (Support) to participate in ...' or similar.**

**3.12.2.3** The Contractor shall ensure that the Contractor (Support) and the Approved Subcontractors (Support) participate in the portions of the TXRR relevant to the Services that they will provide.

**Note to drafters: If the Contract is not linked to a Contract (Support), MSR-CHECKLIST-TXRR will need to be amended to remove dependencies on the Contractor (Support). The Contractor (Support), for a non-linked contract, would generally attend the TXRR as an Associated Party.**

**3.12.2.4** The Contractor's entry criteria, exit criteria and objectives for TXRR shall include those defined in MSR-CHECKLIST-TXRR.

**3.12.3 Transition Register (Core)**

**3.12.3.1** The Contractor shall develop, deliver, and update a Transition Register in accordance with CDRL Line Number MGT-1010 and the Approved CXP.

**3.12.4 Transition Working Group (Optional)**

**Note to tenderers: Successful Transition is dependent upon achieving System Acceptance Audit requirements, the Contractor (Support) establishing support services, and the readiness of Commonwealth support agencies. The Transition Working Group (TXWG) is intended to coordinate and facilitate a smooth transfer of Supplies and essential process knowledge from the Contractor and Subcontractors, to the Contractor (Support), Approved Subcontractors (Support) and Commonwealth support agencies. When appropriate (before and after TXRR), the Contractor is to liaise directly with TXWG participants and use TXWG meetings for Transition planning and coordination.**

**Note to drafters: The following clauses have complementary entries in the ASDEFCON (Support) SOW template for Phase In.**

**3.12.4.1** The Contractor acknowledges that the success of Transition is dependent upon the exchange of information and the combined planning efforts of the Contractor, Approved Subcontractors, Contractor (Support), Approved Subcontractors (Support) and Commonwealth entities, and that the Contractor is not dependent on the Commonwealth in order to coordinate with the Contractor (Support).

**3.12.4.2** The Contractor shall arrange and participate in Transition Working Group (TXWG) meetings to plan and coordinate Transition and Contract (Support) Phase In and Ramp Up requirements.

**Note to drafters: Amend the following note to tenderers to assist in defining the work scope.**

**Note to tenderers: While the exact number, duration, and requirements for TXWG meetings will be planned by the Contractor, the expected minimum level of effort is listed below:**

- a. attendance at approximately [...INSERT NUMBER...] of TXWG meetings with the Commonwealth; and
- b. the maximum duration of each TXWG is expected to be no more than [...INSERT NUMBER...] days, with [...INSERT NUMBER...] days duration being typical.

**Note to drafters: Insert into the following clause the minimum number of Transition meetings to be held at Defence locations. Drafters may insert a list of units and locations as subclauses (ie, 'held at, as a minimum: (a) Unit ABC, location; (b) etc,'). If the number of Defence units is many, it may be preferable to refer to use a table or a separate list (eg, in an Annex).**

**3.12.4.3** TXWG meetings shall include at least [...INSERT NUMBER...] meeting(s), held at [...INSERT LOCATION...], to specifically address the Transition requirements of Commonwealth in-service support organisations.

**3.12.4.4** The Contractor shall conduct TXWG meetings as extraordinary meetings in accordance with clause 3.9.2.

**Note to drafters: If the Contract is not linked to a Contract (Support) the following clause should be amended; for example, to 'The Contractor shall invite the Contractor (Support) to participate in ...' or similar.**

**3.12.4.5** The Contractor shall ensure that the Contractor (Support) and the Approved Subcontractors (Support) participate in the TXWG meetings, when those meetings are relevant to the Services that they will provide.

**Note to drafters: The following clause has complementary clauses in the ASDEFCON (Support) SOW template, and CDRL entries, to coordinate plans. If the Contract is not linked to a Contract (Support) the following clause should be amended or deleted.**

**3.12.4.6** On each occasion when the CXP is updated, the Contractor shall use the TXWG to:

- a. coordinate the activities and schedules contained in the CXP with the Contract (Support) Phase In Plan (PHIP) and Ramp Up Management Plan (RUMP); and
- b. identify for the Commonwealth Representative where updates to the CXP were made to allow for changes to Contract (Support) Phase In and Ramp Up activities.

**Note to drafters: If the Contract is not linked to a Contract (Support) the following clause should be amended; for example, to '... when relevant to the Services, invite the Contractor (Support) and other TXWG members to participate in ...' or similar.**

**Note to tenderers: For the TXRR to be successful the Contractor (Support) will need to plan for the design of the Support System as presented at the Support System Detailed Design Review. Additionally, the Contract (Support) will need to be updated, by CCP, based on the quantity and distribution of Products to be supported, as presented at provisioning preparedness reviews. It is intended that the Contractor (Support) and Approved Subcontractors (Support) only attend those portions of the reviews that are relevant to the Services that they will provide.**

**3.12.4.7** The Contractor shall, when relevant to Transition and the Services, ensure that the Contractor (Support), Approved Subcontractors (Support) and other TXWG members, when applicable, participate in MSRs including:

**Note to drafters: Amend the list of MSRs as required. If the Contract is linked to a Contract (Support), ensure alignment with the Phase In and Ramp Up clauses of the ASDEFCON (Support) SOW. Involvement in the SSDDR is essential for linked contracts. If provisioning preparedness reviews are combined or the Facilities Readiness Review is not required, amend the list as required. Specific SAAs may be identified separately when it makes sense to do so.**

- a. Support System Detailed Design Review (SSDDR);
- b. Training Equipment Provisioning Preparedness Review (TEPPR);
- c. Support and Test Equipment Provisioning Preparedness Review (S&TEPPR);
- d. Spares Provisioning Preparedness Review (SPPR);

- e. Facilities Readiness Review (FACRR);
- f. Training Readiness Review (TNGRR); and
- g. System Acceptance Audits (SAAs) applicable to the implementation of the Support System and the delivery of major Support System Components to the Contractor (Support) and/or Approved Subcontractors (Support).

### 3.12.5 Transition Support (Optional)

**Note to drafters: This clause may be included and further developed when the Commonwealth requires Contractor Personnel to assist in the Transition of Commonwealth units. If Contractor Personnel are to assist with on-the-job Training, this should be co-ordinated with the Training services provided under clause 5.3.4. Amend the note to tenderers as required.**

**Note to tenderers: The following Transition support requirements for Commonwealth units are indicative, for scoping purposes. Further details will be defined during negotiations with the preferred tenderer, and will include consideration of the tendered draft CMS.**

- 3.12.5.1** The Contractor shall, in accordance with the Approved CXP, provide the following specialist personnel to assist Commonwealth units during the Transition period:
- a. [...INSERT SKILL / TYPE...] specialists at [...INSERT LOCATION...] to provide [...INSERT NATURE OF SUPPORT...]; and
  - b. [...INSERT SKILL / TYPE...] specialists at [...INSERT LOCATION...] to provide [...INSERT NATURE OF SUPPORT...].

### 3.13 Contractor Managed Commonwealth Assets and Government Furnished Services (Core)

#### 3.13.1 Provision and Management of Government Furnished Material (Optional)

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

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

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

- 3.13.1.1** Subject to clause 3.7 of the COC, the Commonwealth shall deliver or provide access to Government Furnished Material (GFM) and Government Furnished Services (GFS) to the Contractor at the place(s) and times stated in Attachment E.
- 3.13.1.2** The Contractor shall acknowledge, in writing, receipt of the GFM to the Commonwealth Representative within five Working Days of delivery, or such other period as may be agreed in writing by the Commonwealth Representative.
- 3.13.1.3** If GFM is not accompanied by an issue voucher from the Commonwealth, the Contractor shall report that omission in the acknowledgment of receipt for that GFM.
- 3.13.1.4** The Contractor shall:
- a. within the periods identified in Attachment E or such other period as may be agreed in writing by the Commonwealth Representative, inspect GFM for defects or deficiencies and any physical damage which impact on, or are likely to impact on, the intended use of the GFM;
  - b. at least 15 Working Days prior to the date that the Contractor intends to utilise an item of Government Furnished Equipment (GFE), carry out appropriate functional testing of that item, to the extent feasible, to determine that it is serviceable for use as required by the Contract; and
  - c. notify its satisfaction or dissatisfaction with the GFM to the Commonwealth Representative within five Working Days of inspection or functional testing.
- 3.13.1.5** Unless otherwise agreed between the parties, the Contractor shall not use GFM that has been found on inspection to be damaged, defective or deficient.

**3.13.2 Use of GFM (Optional)**

**3.13.2.1** The Contractor shall skilfully incorporate GFM into the Supplies or utilise GFM (eg, in the production or test of the Supplies) in accordance with the Contract.

**3.13.2.2** The Contractor shall return GFM that is not incorporated into the Supplies (other than any consumable items of GFM) to the Commonwealth in accordance with the return dates and locations in Attachment E, or as otherwise directed by the Commonwealth Representative.

**3.13.3 Update of Contract GFM (Optional)**

**3.13.3.1** If the Contractor considers that additional GFM is necessary or beneficial to achieving Contract outcomes, the Contractor may request additional GFM from the Commonwealth, in writing, by providing the following information:

- a. the item identification and description, the timeframe when the GFM is required and, to the extent known, other details required for inclusion of the item in Attachment E;
- b. if an item of information is proposed as GFD, the rationale for that classification; and
- c. for items of GFE and GFD, the intended purpose for which the Commonwealth is requested to warrant that the item is suitable for the purposes of the Contract.

**3.13.3.2** The parties acknowledge and agree that:

- a. whenever practicable, requests for additional GFM should be addressed at a scheduled meeting (eg, included in the Agenda for a progress meeting) and the Commonwealth, whenever practicable, will provide a response to the request at the applicable meeting (to be recorded in the Minutes) or otherwise following the meeting, by notice, within a period of time agreed between the Parties;
- b. if the Contractor urgently requires a document (ie, outside of the timeframe for a scheduled meeting) that can only be supplied by the Commonwealth, the Contractor is to request the inclusion of that document in Attachment E; and
- c. any requested items of GFM will not be classified as GFM until the Commonwealth has agreed to a CCP, to update Attachment E, in accordance with clause 2.4.6.

**3.13.3.3** If the Commonwealth agrees, in writing, to provide additional GFM, the Contractor shall prepare a CCP to update Attachment E in accordance with CDRL Line Number MGT-710.

**3.13.4 Care of Contractor Managed Commonwealth Assets (Core)**

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

**3.13.4.2** Without limiting the Contractor's obligations under clause 3.9 of the COC and except where otherwise required under clauses 3.13.1 and 3.13.5, the Contractor shall, within one Working Day of becoming aware that any CMCA is lost, destroyed, damaged, defective or deficient, notify the Commonwealth Representative of the event.

**Note to drafters:** *If the Contractor is to maintain GFE, include the following optional clause and, in Attachment E, identify any need to return for Commonwealth Maintenance (eg, in notes column) and list the applicable instructions or manuals (eg, as GFI/GFD).*

**Option:** *Include if the Contractor will be required to perform some Maintenance on GFE.*

**3.13.4.3** The Contractor shall ensure that GFE requiring calibration is calibrated by an organisation that is accredited, by an applicable authority, for the class of testing appropriate for the equipment.

**3.13.4.4** Unless identified in Attachment E that an item of GFE is to be returned to the Commonwealth for Maintenance, the Contractor shall carry out Maintenance of all GFE requiring such Maintenance in accordance with authorised technical manuals.

**3.13.5 Assurance and Stocktaking of Contractor Managed Commonwealth Assets (Core)**

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

**Note to drafters: When completing the clause below, check for updates to the LCAM.**

**If the Defence ERP System's stocktaking function will be available by ED, the note to tenderers can be deleted and the clause amended to refer to the Defence ERP System instead of MILIS.**

**Note to tenderers: The Defence ERP System will replace existing Defence information systems over a number of years, with inventory management and stock control functions scheduled in the initial tranche of replacement systems. Hence, references to MILIS below should also be considered as references to the Defence ERP System, used to manage stocktaking functions.**

**Changes to the draft Contract, for the introduction of the Defence ERP System (and updated policy references to the Logistics Compliance and Assurance Manual) may be included during negotiations for any resultant Contract. If the Defence ERP System's stocktaking function has not been implemented by the ED, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.**

**Refer to SOW clause 2.8.2 for training in the use of Defence information systems.**

- 3.13.5.2** Without limiting clause 2.4, the Commonwealth Representative will assess the CASP to ascertain whether it is sufficient to discharge Defence's responsibilities to account for its assets, as set out in the Logistics Compliance and Assurance Manual (LCAM) Volume 2, Chapter 1, and Chapter 2 [...INSERT APPLICABLE CHAPTERS / ANNEXES...].
- 3.13.5.3** The Contractor shall, in accordance with the Approved CASP:
- a. institute, maintain and apply a system for the accounting for and control, handling, preservation, protection and Maintenance of CMCA; and
  - b. undertake stocktakes, other assurance checks, and reporting for CMCA.
- 3.13.5.4** The Contractor acknowledges that, where CMCA are held to account on the Military Integrated Logistics Information System (MILIS), the stocktaking requirements for these assets will be defined by MILIS, such that:
- a. when the Commonwealth manages MILIS records for CMCA, the Commonwealth Representative will advise the Contractor of the CMCA that will be subject to stocktake each month; and
  - b. when the Contractor manages MILIS records for CMCA, the Contractor will conduct stocktake of these CMCA in accordance with the requirements defined by MILIS.
- 3.13.5.5** If CMCA are held to account on systems other than MILIS, the Contractor shall conduct assurance stocktakes for each type of asset in accordance with the requirements of LCAM Volume 2.
- 3.13.5.6** The Contractor shall prepare and deliver a Commonwealth Assets Stocktaking Report (CASR) as part of the CSR.
- 3.13.5.7** Without limiting clause 2.4, the Commonwealth will assess the CASR to ascertain whether it sufficiently accounts for the Commonwealth assets in the possession of the Contractor and will notify the Contractor whether the stocktaking report is acceptable or not.
- 3.13.5.8** The Contractor shall promptly conduct investigations into every discrepancy arising from stocktakes of CMCA.
- 3.13.5.9** The Contractor shall immediately notify the Commonwealth Representative of any deficiencies that are discovered through a stocktake of CMCA where:
- a. loss of attractive or sensitive items of any value, including weapons and associated controlled repair parts, classified equipment, and controlled medical supplies, is suspected or confirmed;
  - b. fraud, theft, or misappropriation is suspected or confirmed; or
  - c. an error tolerance threshold has been reached or exceeded, with thresholds of:
    - (i) five percent of the stockholding by quantity, of all stock codes counted; or
    - (ii) one percent of the stockholding by value, of all stock codes counted.

**3.14 Technical Data and Software Rights Management (Core)**

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- 3.14.1** The Contractor shall manage Technical Data and Software rights and restrictions in accordance with clause 5 of the COC and the Approved PMP.
- 3.14.2** The Contractor shall further develop, deliver and update the Technical Data and Software Rights (TDSR) Schedule in accordance with CDRL Line Number MGT-700, to ensure consistency with the progress of the Contract and with the MTDI and the Software List (SWLIST).
- 3.14.3** The Contractor shall provide TDSR Reports, as part of the CSR, to report the current status and progress made in obtaining licences and other Authorisations for Technical Data and Software.
- 3.14.4** The Commonwealth may conduct reviews, which may require access to the premises and the records of the Contractor and Approved Subcontractors, to verify the implementation of Technical Data and Software rights under the Contract. The Contractor shall facilitate, and shall ensure that Approved Subcontractors facilitate, these reviews.
- 3.14.5** The Contractor shall flow down the reporting and review requirements of clauses 3.14.3 and 3.14.4 to relevant Approved Subcontractors.

**3.15 Defence Security Compliance (Core)**

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**3.15.1 Defence Security – General Requirements (Core)**

- 3.15.1.1** The Contractor acknowledges that this clause 3.15 does not address security considerations associated with the design, development, implementation and V&V of either the Mission System or Support System, which are addressed under clause 4.6.7.
- 3.15.1.2** The Contractor shall ensure that all security procedures, training, facilities, fittings and clearance requests are established and maintained to meet the requirements of clause 11.10 of the COC.
- 3.15.1.3** The Contractor shall manage security matters under this clause 3.15 in accordance with clause 11.10 of the COC and the Approved PMP.

**3.15.2 Communications Security (Optional)**

**Note to drafters: Clauses relating to Communications Security may be applicable if the Contractor is required to handle cryptographic equipment and related secure communications equipment and documents. Refer to the SOW Tailoring Guide and Principle 13 of the Defence Security Principles Framework (DSPF) for policy and guidance.**

- 3.15.2.1** Not used.

**3.16 Resident Personnel (Optional)**

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**Note to drafters: The need for Resident Personnel will vary significantly from project to project. For acquisitions with few development or integration activities, Resident Personnel may not be required, or only required during Verification and Acceptance activities. If Resident Personnel are not required, then the clauses below should be replaced with 'Not used'.**

- 3.16.1** Resident Personnel (RP) will be collocated at the Contractor's and/or Approved Subcontractors' premises during the Contract. The terms of reference and requirements for the collocation are set out in Attachment L.
- 3.16.2** The Contractor shall provide and maintain at its premises, and ensure (as applicable) that Approved Subcontractors provide and maintain at their premises, the facilities identified in Attachment L, and give such assistance as is reasonably required to support the RP.
- 3.16.3** The facilities provided for RP shall be of a standard equal to that provided to the Contractor's personnel of similar status, and take into account the requirements for comfort and functionality, and meet the WHS requirements of clause 9.3.5.
- 3.16.4** The Contractor shall provide all reasonable assistance to facilitate the Commonwealth arranging clearances for Commonwealth personnel requiring access to the Contractor's and Approved Subcontractors' premises (as applicable), including when these premises are located outside Australia.



**3.16.5** The Commonwealth shall comply with, and shall require persons afforded access under clause 3.16 to comply with, any relevant safety and security arrangements, regulations and codes of behaviour that apply to the particular Contractor premises and Approved Subcontractors' premises.

**3.16.6** The Contractor shall include the terms of this clause in applicable Approved Subcontract(s) to ensure that all access, facilities and support assistance specified in this clause 3.16 are provided to the RP collocated at Approved Subcontractors' premises.

**3.17 Business Resource Planning (Core)**

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**3.17.1** The Contractor shall conduct business resource planning in accordance with the Approved PMP to demonstrate that resources are adequate to complete all current and planned work.

**3.17.2** The Contractor shall provide a Business Resource Planning Report as part of each CSR.

**3.17.3** The Commonwealth may conduct reviews and audits at the Contractor's premises to verify the Contractor's Business Resource Planning Report. The Contractor shall facilitate each review and audit.

**3.17.4** If the Commonwealth considers that the Contractor has not demonstrated adequate resources to continue to maintain satisfactory progress under the Contract, the Contractor shall take remedial action in accordance with clause 3.3.1.3.

**3.18 Co-ordination and Co-operation (Core)**

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**3.18.1** The Contractor acknowledges that the performance of its obligations under the Contract may require:

- a. interoperation and/or integration with Other Capabilities; and
- b. consultation, co-ordination and co-operation with Associated Parties.

**3.18.2** The Contractor shall:

- a. co-operate with all Associated Parties, as may be necessary or required by the Commonwealth, to ensure the interoperation and/or integration of the Mission System and other Supplies with Other Capabilities;
- b. consult, co-ordinate and co-operate with all Associated Parties, as may be necessary or required by the Commonwealth, to ensure that the Supplies are provided, implemented and/or installed, as applicable, in accordance with safety, security and other requirements of the Contract; and
- c. bring any causes, or likely causes, of interruption to the performance of the work under the Contract, in connection with Other Capabilities and Associated Parties, to the attention of the Commonwealth Representative as soon as practicable after becoming aware of those causes.

**3.19 Government Furnished Facilities (Optional)**

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**3.19.1 Initial Inspection of Government Furnished Facilities**

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

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

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

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

### 3.19.2 Care and Maintenance of GFF

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

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

**Note to drafters: Select from the following optional clauses to describe the Contractor's maintenance responsibilities regarding GFF. The option chosen below needs to be consistent with the responsibilities in clauses 6.3 and 6.4 of Attachment O and, in particular, the list of Contractor Maintained Licensed Fittings. If there is more than one GFF Licensed Area under the GFF Licence, each GFF Licensed Area should be addressed.**

**Option A: Include when the Contractor will maintain the buildings and all the Licensed Fittings (defined as the Contractor Maintained Licensed Fittings).**

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

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

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

**Option: Only include the following clause if Option A or B are selected above. Edit to select 'GFF Licensed Area' for Option A or 'Contractor Maintained Licensed Fittings' for Option B.**

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

**3.19.2.5** Without limiting the Contractor's obligations under clause 3.9 of the COC, except where otherwise required under clause 3.19.3, the Contractor shall, within five Working Days of becoming aware that any Licensed Fitting is lost, destroyed, damaged or deficient, notify the Commonwealth Representative of the event.

### 3.19.3 Inspections of GFF

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

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

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

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

**3.19.3.4** Within five Working Days (or such other period as may be agreed in writing by the Commonwealth Representative) after the GFF Licence expires or is terminated or ceases to apply to a GFF Licensed Area, the Contractor shall participate in an inspection of the GFF Licensed Area conducted by a representative of the Commonwealth, in accordance with the GFF Licence and this clause 3.19.

#### 4. SYSTEMS ENGINEERING (CORE)

**Note to drafters:** *The engineering aspects of this SOW have been aligned with EIA-632 that specifies 33 high-level process requirements for engineering a system. EIA-632 specifies these requirements in abstract terms and does not mandate particular methods to satisfy them. As such, the SEMP is expected to capture the Contractor's tailoring of EIA-632 as applicable for the Contract and the Contractor's internal procedures.*

**The requirements of Clause 4 of the SOW should apply to the design and development of the Mission System as well as to significant end items of technical equipment that form part of the Support System. These elements should be clearly defined in Clause 2.1, 'Scope of Work'.**

**Note to tenderers:** *Under the philosophy embodied in this SOW, the Commonwealth controls system functional requirements and the Contractor controls the design and product requirements and is responsible for development and maintenance of the lower level Configuration Item (CI) specifications.*

#### 4.1 Systems Engineering Management (Core)

##### 4.1.1 Engineering Organisation and Planning

**Note to drafters:** *If a specialty engineering activity plan (clause 4.6) is to be 'rolled-up' into the SEMP, DID-ENG-MGT-SEMP can be modified to identify the planning required for that activity, under clause 6.3 of the DID. Refer to ASDEFCON (Complex Materiel) Volume 2, DID-ENG-MGT-SEMP-2 for examples. Rolled-up plans have a reduced scope compared to that required by individual DIDs.*

- 4.1.1.1 The Contractor shall develop, deliver and update a Systems Engineering Management Plan (SEMP), in accordance with CDRL Line Number ENG-100.
- 4.1.1.2 The Contractor shall conduct its program of engineering activities in accordance with the Approved SEMP.
- 4.1.1.3 All engineering plans for the Contract shall be subordinate to the SEMP.
- 4.1.1.4 The Contractor shall ensure that all Subcontractor activities are consistent with the Approved SEMP.
- 4.1.1.5 The Contractor shall ensure that all Subcontractors develop, update and implement appropriate technical plans, commensurate with the scope of work for each Subcontractor, which results in an integrated and cost-effective technical effort in accordance with the Approved CMS.

##### 4.1.2 Design Authority (Core)

**Note to drafters:** *The following clause may require amendment if a Subcontractor is the Design Authority for the Mission System, as opposed to the Contractor.*

- 4.1.2.1 The parties acknowledge and agree that the Contractor is the Design Authority for the Mission System, which involves the Contractor ensuring that:
  - a. the equipment being provided and the associated support services meet the specified requirements, achieves the Safety Outcomes when used in accordance with the purpose(s) set out in the Contract, and are compliant with the requirements for environmental protection; and
  - b. the equipment being provided is designed, manufactured and maintained, to approved standards, by competent and authorised individuals who are acting as members of an authorised organisation, and whose work is certified as correct.
- 4.1.2.2 The parties further acknowledge that the Commonwealth relies upon the Contractor's expertise as the Mission System designer, and that the design accountabilities and responsibilities in the Contract have been established based around the principle known as Clear Accountability In Design (CAID). The CAID concept is based on two key elements:
  - a. the Commonwealth controls requirements at the highest practicable level (ie, the Operational Concept Document (OCD), the Function and Performance Specification (FPS), and the system specifications for the Mission System and the Support System) to define and manage the Commonwealth's capability requirements, manage cost and risk, and ensure all V&V activities required under the Contract have

been accomplished, which may require the Commonwealth to be involved at levels lower than the FPS and/or the specifications for the Mission System and the Support System; and

- b. the Contractor controls lower-level requirements and the design in order to implement cost, schedule, performance, and risk-based business decisions, unless the Commonwealth has a specific need to control them.

#### 4.1.3 Engineering Schedule

4.1.3.1 The Contractor shall develop, deliver and update a time-based schedule of engineering activities as part of the CMS.

4.1.3.2 The Contractor shall capture all technical milestones, including System Reviews, and their key dependencies in the CMS.

#### 4.1.4 Engineering Organisation and System Compliance (Optional)

**Note to drafters: If the Contractor is not required to show compliance with a regulatory or assurance regime for engineering activities under the Contract, replace the clauses under clause 4.1.4 with a single 'Not used'.**

**If required, amend the following clause for the applicable ADF regulatory / assurance framework. Policies / regulations are directed (principally) at the Commonwealth but specific requirements may be placed on the Contractor through the Contract. Drafters should refer to the SOW Tailoring Guide and seek advice from the applicable ADF regulatory / assurance authority(ies). In some cases more than one ADF regulatory / assurance framework will apply and the clause will need to be expanded for each applicable publication.**

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

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

**Note to drafters: The following clause is to be used where the Contractor's engineering design and production activities will be assessed for compliance with one or more ADF regulatory / assurance frameworks. For aerospace, compliance (or pre-qualification) with the Defence Aviation Safety Regulations (DASR) Part 21 will usually be assessed. For Land, Maritime and Explosive Ordnance domains, drafters should seek advice from the relevant authority regarding the need for the Contractor to demonstrate compliance and to be assessed by the regulator / assurance agency or the Commonwealth Representative. Drafters may also need to amend CDRL Line Number ENG-110.**

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

4.1.4.2 The Contractor shall deliver an application for [...INSERT NAME OF ORGANISATION APPROVAL...] in accordance with CDRL Line Number ENG-110 to seek approval, or recognition of prior approval, by the Commonwealth of the Contractor's compliance with ADF regulatory / assurance framework requirements for the engineering design and production activities required under the Contract.

4.1.4.3 The Contractor shall ensure that engineering design and production activities comply with the requirements of the [...INSERT THE ORGANISATIONAL APPROVAL...] in regards to the application of [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...].

#### 4.1.5 Maintenance Organisation and System Compliance (Optional)

**Note to drafters: If the Contractor is not required to show compliance with an ADF regulatory / assurance framework for Maintenance activities (eg, during an AV&V phase) under the Contract, replace the clauses under clause 4.1.5 with a single 'Not used'.**

**If required, amend the following clause for the applicable ADF regulatory / assurance framework. Policies / regulations are directed (principally) at the Commonwealth but specific requirements may be placed on the Contractor through the Contract. Drafters should refer to the SOW Tailoring Guide and seek advice from the applicable ADF regulatory / assurance authority(ies) regarding the need for Contractor compliance to be assessed by the regulator / assurance agency or the Commonwealth Representative. In some cases more than one ADF regulatory / assurance framework will apply and the clause will need to be expanded for each applicable publication.**

**4.1.5.1** The Contractor shall have the systems, people and resources in place to ensure that all Maintenance performed on Supplies comply with the following requirements defined in [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...]:

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

**Note to drafters: The following clause is to be used where the Contractor's Maintenance activities will be assessed for compliance with one or more ADF regulatory / assurance frameworks. For aerospace, compliance (or pre-qualification) with DASR will usually be assessed. For Land, Maritime and Explosive Ordnance domains, drafters should seek advice from the relevant authority regarding the need for the Contractor to demonstrate compliance and to be assessed by the regulator / assurance agency or the Commonwealth Representative. Drafters may also need to amend CDRL Line Number ENG-120.**

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

**4.1.5.2** The Contractor shall deliver an application for [...INSERT NAME OF ORGANISATION APPROVAL...] in accordance with CDRL Line Number ENG-120 to seek approval, or recognition of prior approval, by the Commonwealth of the Contractor's compliance with [...regulatory / assurance...] requirements for the Maintenance performed on Supplies.

**4.1.5.3** The Contractor shall ensure that all Maintenance performed on Supplies comply with the requirements of the [...INSERT THE ORGANISATIONAL APPROVAL...] in regards to the application of [...INSERT APPLICABLE REGULATORY / ASSURANCE PUBLICATION...].

#### 4.1.6 Engineering-related System Reviews (Core)

**Note to drafters: The list of MSRs below should be updated for the needs of the program, including the deletion of MSRs that are not required.**

**4.1.6.1** As part of the Systems Engineering program, the Contractor shall conduct the following System Reviews in accordance with clause 3.9.4 and the applicable clauses in the SOW for each of the identified MSRs:

- a. MSRs, as follows:
  - (i) System Requirements Review (SRR);
  - (ii) System Definition Review (SDR);
  - (iii) Preliminary Design Review (PDR);
  - (iv) Detailed Design Review (DDR);
  - (v) Test Readiness Reviews (TRRs); and
  - (vi) Functional Configuration Audits (FCAs) and Physical Configuration Audits (PCAs); and
- b. Internal System Reviews.

**4.1.7 Independent Review Team (Optional)**

**4.1.7.1** The Contractor shall appoint an independent review team that consists of appropriately qualified subject matter experts that have not contributed to the elements under review.

**4.1.7.2** The Contractor's independent review team shall contribute to each MSR by:

- a. prior to the review meeting, reviewing the Review Package and supporting documentation;
- b. prior to the review meeting, advising the Commonwealth and Contractor chairs of any areas of concern;
- c. at the review meeting, formally advising the Commonwealth and Contractor chairs as to whether they believe that the objectives of the System Review have been met; and
- d. attending the review meeting and formally presenting their findings.

**4.1.8 Technical Performance Measures (Optional)**

**Note to drafters: This clause needs to be tailored depending upon the previous work conducted by the Commonwealth (ie, to define Critical Operational Issues and measures of performance in the OCD). Particular TPMs may be mandated by the Commonwealth or developed in conjunction with the Contractor, usually based on an evaluation of risk.**

**4.1.8.1** The Contractor shall manage Technical Performance Measures (TPMs) as part of the measurement program in accordance with clause 3.2.6 of the SOW.

**4.1.8.2** The Contractor shall derive a top-down set of measures, which establishes the relationships from customer needs, requirements and objectives to measurable system technical design criteria.

**4.1.8.3** The Contractor shall ensure that each of the measurable system technical design criteria is traceable to the Mission System and Support System Functional Baselines.

**4.1.8.4** The Contractor shall identify, in the Approved Measurement Plan, a critical subset of the measurable system technical design criteria as TPMs.

**4.1.8.5** The Contractor shall include in the measurement program under clause 3.2.6 of the SOW those measures that address the maturity of the design of the Mission System and/or associated systems, subsystems, equipment and build materials.

**4.2 System Definition (Core)**

**Note to drafters: Reviews in this clause may be tailored to the needs of the Contract. This clause currently defines two reviews for the system definition phase, the SRR and the SDR.**

**4.2.1 Operational Concept Document**

**Note to tenderers: The Commonwealth may update the OCD to ensure that the OCD and the proposed / developing system requirements remain consistent.**

**4.2.1.1** During the System Definition phase, and prior to each MSR, the Contractor shall propose changes to the Commonwealth developed OCD that would address any inconsistencies between the OCD and the SS.

**4.2.1.2** Where the Contractor proposes to change the OCD in accordance with clause 4.2.1.1, the Contractor shall:

- a. develop changes in accordance with CASG-2-Procedure (E&T) 12-3-001; and
- b. submit a CCP to incorporate the proposed change into the Contract.

**4.2.2 System Requirements Validation**

**4.2.2.1** The Contractor shall develop and validate a set of requirements for the Mission System based on:

- a. the initial Commonwealth requirements as defined by the FPS;
- b. an analysis of the OCD to extract Commonwealth end-user needs and objectives in the operational context to confirm that all function and performance requirements and constraints for the Mission System are captured;

- c. the requirements of government regulatory organisations;
- d. other Defence stakeholder requirements as facilitated by the Commonwealth Representative; and
- e. the Contractor's domain experience.

**4.2.2.2** The Contractor shall develop, deliver and update the validated Mission System requirements, as the SS, in accordance with CDRL Line Number ENG-200.

**4.2.2.3** In developing and updating the SS in accordance with clause 4.2.2.2 and the SSSPEC in accordance with clause 5.2.2.1.2, the Contractor shall as a minimum:

- a. show traceability from each requirement of the FPS to the SS and the SSSPEC with rationale for any modifications;
- b. show traceability from each requirement of the SS and the SSSPEC to the FPS and the OCD with rationale for any modifications; and
- c. where necessary, refine, with rationale for any modifications, the requirements stated in the FPS to a level that further defines the function and performance requirements and constraints for the Mission System and the Support System.

**Note to tenderers: The FPS represents the Capability Manager's requirements for the Materiel System, which is not expected to change over the life of the Contract. When, as a result of the Contractor's system definition and development activities, the Contractor proposes SS or SSSPEC requirements that would be in conflict with the FPS, the Commonwealth Representative needs to gain internal approval for a change. The following clause is intended to provide the Commonwealth Representative with the mechanism for seeking such approval.**

**4.2.2.4** If proposed SS or SSSPEC requirements are in conflict with the FPS, the Contractor shall submit an Application for a Deviation in accordance CDRL Line Number MGT-1400.

**Note to tenderers: The SS is submitted for CCP approval, to be placed on Contract (in addition to the FPS) after successful completion of the System Definition Review (SDR).**

**4.2.2.5** The Contractor shall submit a CCP to include the SS at Annex A, as the basis on which the Functional Baseline (FBL) for the Mission System is established and, hence, as the basis for the development and Verification of the Mission System.

#### **4.2.3 Mission System Logical Solution Representations**

**4.2.3.1** The Contractor shall define a validated set of Logical Solution Representations for the Mission System that conforms to the SS requirements.

**4.2.3.2** The Contractor shall document the defined, validated set of Logical Solution Representations for the Mission System as part of the SS.

#### **4.2.4 System Requirements Review**

**4.2.4.1** At the completion of an initial analysis phase, the Contractor shall conduct a MSR, the SRR.

**4.2.4.2** The Contractor's entry criteria, exit criteria and objectives for SRR shall include those defined in MSR-CHECKLIST-SRR.

#### **4.2.5 System Definition Review**

**4.2.5.1** At the completion of the system definition phase, the Contractor shall conduct a MSR, the SDR.

**4.2.5.2** The Contractor's entry criteria, exit criteria and objectives for SDR shall include those defined in MSR-CHECKLIST-SDR.

#### **4.2.6 Requirements Working Groups (Optional)**

**Note to drafters: If the Contract does not involve interaction with the Contractor (Support), the following clauses should be edited to remove references to the Contract (Support), Contractor (Support) and Approved Subcontractors (Support).**

**4.2.6.1** The Contractor shall establish, coordinate and participate in Requirements Working Groups (REQWGs) to ensure that:

- a. the parties have a consistent understanding of the Commonwealth’s Materiel System requirements, as set out in the Contract and the Contract (Support); and
- b. the requirements analysis and validation activities will produce Mission System and Support System Functional Baselines that provide a complete, accurate, feasible and verifiable set of Commonwealth requirements, with the allocation of the requirements to the Mission System and the Support System agreed by both the parties as adequate and appropriate.

**4.2.6.2** The Contractor shall hold no less than [...INSERT NUMBER EG. 'four' ...] REQWG meetings at appropriate intervals during the system definition phase (ie, from ED to SDR).

**4.2.6.3** The Contractor shall conduct REQWG meetings as extraordinary meetings in accordance with clause 3.9.2.

**4.2.6.4** The Contractor shall conduct REQWG meetings in accordance with the Approved SEMP.

**4.2.6.5** The REQWG meetings shall be held at the Contractor’s premises, except where otherwise agreed by the Commonwealth Representative.

**4.2.6.6** The Contractor shall ensure that representatives of Approved Subcontractors, the Contractor (Support), and Approved Subcontractors (Support) participate in the REQWGs, where relevant to the work that they will undertake in relation to the Contract or the Contract (Support).

**4.3 System Design (Core)**

**Note to drafters:** *The reviews in this clause may be tailored to reflect the needs of the Contract. This clause currently defines two reviews for this phase, the PDR and the DDR.*

**4.3.1 Preliminary Design Review**

**4.3.1.1** At the completion of the preliminary design phase, the Contractor shall conduct a MSR, the PDR.

**4.3.1.2** The Contractor’s entry criteria, exit criteria and objectives for PDR shall include those defined in MSR-CHECKLIST-PDR.

**4.3.2 Detailed Design Review**

**4.3.2.1** At the completion of the detailed design phase, the Contractor shall conduct a MSR, the DDR.

**4.3.2.2** The Contractor’s entry criteria, exit criteria and objectives for DDR shall include those defined in MSR-CHECKLIST-DDR.

**4.4 System Implementation (Core)**

**4.4.1 General**

**Note to drafters:** *This clause should address any Contract-specific requirements relating to system implementation and integration including, for example:*

- a. *access to and limitations associated with specific Commonwealth Premises, Contractor facilities or Subcontractor facilities;*
- b. *availability of systems and equipment that are not classified as GFE/GFM (eg, platforms, other systems and equipment requiring modification or integration), including details associated with accessing those systems and equipment and, if applicable, any arrangements with the associated support contractors;*
- c. *Commonwealth visibility of integration activities; and*
- d. *visibility of integration-related Defects and their closure.*

**Clause 4.4.1.2.2 should be amended in respect of ‘all work required’ if Associated Parties (contractors or the Commonwealth) have a related role in site installation.**

**Option:** *For use only if site-installation activities on Commonwealth Premises are required.*

**4.4.1.1 Site-installation Planning**



**4.4.1.1.1** The Contractor shall develop, deliver and update a Site Installation Plan (SIP) in accordance with CDRL Line Number ENG-300 to address site-installation activities at Commonwealth Premises.

**Note to drafters:** *When required, develop the following clause to identify implementation planning constraints; otherwise delete (and remove the cross-reference from clause 2.1.2). If necessary, convert the subclauses into a table to define schedule constraints at each location.*

**4.4.1.1.2** The Contractor shall install and implement the Materiel System at Commonwealth Premises, in the following order:

- a. [...INSERT LOCATION...]; and
- b. [...INSERT LOCATION...].

**4.4.1.1.3** [...INSERT ADDITIONAL PLANNING CONSTRAINTS...].

#### **4.4.1.2 Site-installation Program Activities**

**4.4.1.2.1** The Contractor shall conduct site-installation activities in accordance with the Approved SIP.

**4.4.1.2.2** The Contractor acknowledges that the scope of its site-installation activities includes all work required to install and commission, prior to the conduct of Acceptance Verification and Validation, all Contractor-provided equipment in the Commonwealth Premises.

#### **4.4.2 Software Development**

**Note to drafters:** *The SWMP is to capture the Contractor's tailoring of AS/NZS ISO/IEC/IEEE 12207 (or other standard agreed by the Commonwealth) and integrate applicable Software safety standards and associated data deliverables into the Contractor's program. If a Contractor is not involved in Software development, but will acquire Software developed by a Subcontractor or vendor, the Contractor is still expected to satisfy the acquisition and supply life-cycle processes of AS/NZS ISO/IEC/IEEE 12207.*

**4.4.2.1** The Contractor shall develop, deliver and update a Software Management Plan (SWMP) in accordance with CDRL Line Number ENG-310.

**4.4.2.2** The Contractor shall plan and conduct its Software engineering activities, and shall ensure that all Software engineering activities are conducted, in accordance with the requirements of AS/NZS ISO/IEC/IEEE 12207, as tailored by the Approved SWMP.

**4.4.2.3** The Contractor shall require each Approved Subcontractor to plan and conduct Software engineering activities in accordance with the requirements of AS/NZS ISO/IEC/IEEE 12207, as tailored by the Subcontractor in its plans for conducting Software engineering activities.

**4.4.2.4** The Contractor shall approve Subcontractor tailoring of AS/NZS ISO/IEC/IEEE 12207, ensuring it is consistent and compatible with the Approved SWMP and the Contract.

**4.4.2.5** The Contractor shall develop, deliver and update a Software List (SWLIST) in accordance with CDRL Line Number ENG-320.

**4.4.2.6** The Contractor shall include in the MTDI all Technical Data related to the Software identified in the SWLIST, including Software Design Data, Source Code, and Software test plans, procedures and reports.

**Option:** *Include the following clause if there are likely to be significant Software-related activities under the Contract and the clauses in relation to Internal System Reviews have been included in the draft SOW.*

**4.4.2.7** The Contractor acknowledges and agrees that any Contractor or Subcontractor technical reviews in relation to Software development and/or development of any Software-development capability or Software-support capability for the Mission System and/or Support System are to be conducted as Internal System Reviews in accordance with clauses 3.9.4.13 to 3.9.4.15.

#### 4.4.3 Hardware Development (Optional)

**Note to drafters: This clause may mandate or recommend particular standards as guidance, generally specific to the domain of the Contract. Consideration should be given to aligning the choice of these standards with the Contractor's work practices. If not required, the clauses below should be replaced with 'Not used'.**

- 4.4.3.1 The Contractor shall develop and update hardware development processes and procedures that define the conduct of all Contractor hardware development activities for the Contract.
- 4.4.3.2 The Contractor shall document all hardware development processes and procedures in the SEMP for the Mission System and if required, for Developmental Support System Components.
- 4.4.3.3 The Contractor shall conduct all hardware development activities for the Contract in accordance with the Approved SEMP for the Mission System and if required, for Developmental Support System Components.

#### 4.4.4 System Integration (Optional)

**Note to drafters: This clause may be included if there are significant systems and/or system-of-systems integration activities for which the Commonwealth requires greater visibility than a standard Systems Engineering program. See the SOW Tailoring Guide for guidance on additional considerations that may be addressed through this clause.**

- 4.4.4.1 For the purposes of this clause 4.4.4, system integration includes the integration of, as applicable:
- a. hardware and software to produce the Mission System, including the integration of GFE;
  - b. the Mission System into a higher-level system (eg, into a platform); and
  - c. the Mission System with external systems,
- but does not include integration activities addressed by clause 4.6, Speciality Engineering (eg, human-system integration and electromagnetic compatibility).
- 4.4.4.2 The Contractor acknowledges that the objectives of system integration activities are to:
- a. assemble the Mission System consistent with its architectural design, through the progressive combination of system elements to form complete or partial system configurations;

**Option: Subclause b is for use when system-of-systems integration is required.**

- b. assist the Commonwealth to achieve its System-of-Systems (SoS) goals through the activities required under clause 4.4.4.4;
- c. ensure that:
  - (i) the Mission System will satisfy its FBL, including those requirements for interoperability with external systems, when operated and supported in accordance with the OCD;
  - (ii) deficiencies in the system design are identified as early as possible;

**Note to drafters: The words in brackets [ ] in subclauses (iii) and (v) are optional.**

- (iii) the design of the Mission System is optimised for efficient integration [..., including integration into a higher-level system...];
  - (iv) the integration activities to produce each Mission System are conducted efficiently; and
  - (v) risks associated with system integration are identified and addressed [... including those risks associated with the Commonwealth's broader SoS requirements...].
- 4.4.4.3 The Contractor shall develop, deliver and update a System Integration Plan (SINTP) in accordance with CDRL Line Number ENG-380.

- 4.4.4.4** The Contractor shall conduct system integration in accordance with the Approved SINTP.
- 4.4.4.5** As part of the measurement program in accordance with clause 3.2.6 of the SOW, the Contractor shall measure and report the progress of system integration activities, including the incidence of integration-related Defects and the status of those Defects.
- 4.4.4.6** The Contractor shall present system integration and Verification results at applicable MSRs, ISRs, and when requested by the Commonwealth Representative, to:
- a. demonstrate the progress and effectiveness of the system integration processes;
  - b. provide integration measurement analysis and trending data in order to highlight risk areas requiring management attention; and
  - c. support the determination that the system is suitable to progress to subsequent V&V activities or phases.

#### **4.5 System Analysis, Design and Development (Core)**

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##### **4.5.1 Mission System Technical Documentation Tree**

- 4.5.1.1** The Contractor shall develop, deliver and update a Mission System Technical Documentation Tree (MSTDT), in accordance with CDRL Line Number ENG-400, which defines a hierarchy of specifications and design documentation that reflect the hierarchy of Mission System design products.
- 4.5.1.2** The Contractor shall develop, deliver and update Design Documentation, including all specifications and design documentation defined in the Approved MSTDT, in accordance with CDRL Line Number ENG-410.

##### **4.5.2 Design Traceability**

- 4.5.2.1** The Contractor shall develop, deliver and update a Requirements Traceability Matrix (RTM), in accordance with CDRL Line Number ENG-250.
- 4.5.2.2** The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Contractor's RTM for the period of the Contract.
- 4.5.2.3** The Contractor shall use the RTM to maintain traceability of all specifications in the Approved MSTDT.
- 4.5.2.4** The Contractor shall trace each specification requirement and Verification requirement to one or more requirements in the next lower level in the specification hierarchy (downward traceability).
- 4.5.2.5** The Contractor shall trace each specification requirement and Verification requirement to one or more requirements in the next higher level in the specification hierarchy (upward traceability).

***Option: Include these clauses when the Commonwealth requires access to, and copies of, the Contractor's RMTS. Amend as required.***

- 4.5.2.6** The Contractor shall maintain a Requirements Management and Traceability System (RMTS) in accordance with the Approved SEMP.
- 4.5.2.7** The Contractor shall use IBM Rational DOORS 9.6, or other compatible tool Approved by the Commonwealth Representative, to implement the RMTS.

***Note to drafters: The following clause is not required if the RMTS is included in the DMS.***

- 4.5.2.8** The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Contractor's RMTS for the period of the Contract.
- 4.5.2.9** Unless otherwise agreed by the Commonwealth Representative, the Contractor shall deliver a complete and current RMTS database to the Commonwealth, for import into the Commonwealth's RMTS, at the same time that it delivers the RTM under clause 4.5.2.1.

### 4.5.3 Engineering Information System

**Note to tenderers: Relevant technical information may be produced by both the Contractor and Subcontractors.**

**4.5.3.1** The Contractor shall establish an Engineering Information System (EIS) to capture, maintain and control relevant technical information and digital databases for the project to which the Contract relates including:

- a. inputs and outputs of process tasks, including in relation to requirements development, system design and development, system implementation, and V&V of both the Mission System and the Support System; and
- b. rationale for decisions and assumptions, including any supporting Technical Data in relation to the process tasks identified under clause 4.5.3.1a.

**Note to drafters: The following clause is not required if the EIS is included in the DMS.**

**4.5.3.2** The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the EIS for the period of the Contract.

### 4.5.4 Engineering Drawings

**4.5.4.1** The Contractor shall develop, deliver and update a Drawing List in accordance with CDRL Line Number ENG-450 and the Approved Technical Data Plan (TDP).

**Note to drafters: Amend the following clause to suit project requirements, including to expand or build upon the drawing needs and requirements set out in the Support Concept and FPS.**

**4.5.4.2** The Contractor shall develop and/or compile a complete set of Engineering Drawings for use in the operation and sustainment of the Materiel System that includes, as a minimum, all drawings:

- a. that illustrate the general arrangements for the Mission System, showing how key parts of the Mission System integrate together and, where applicable, external interfaces;
- b. required for Maintenance, including Maintenance conducted by both the Commonwealth and in-country support contractors;
- c. required for Training Commonwealth Personnel and in-country support contractors;

**Option: Include the following clause if applicable.**

- d. associated with the handling, transportation, set-up and dismantling of the Mission System and Support System elements for deployments;
- e. that are necessary, in conjunction with other Technical Data, to disclose the physical, functional, and performance characteristics of all external interfaces;
- f. that define key internal interfaces to assist with the management of growth, evolution and Obsolescence;
- g. [..DRAFTER TO INSERT...]; and
- h. required to enable other sustainment-related requirements of the Contract to be met (eg, in relation to Codification; parts determination; and regulatory / assurance requirements).

**Note to drafters: The following clause is used to specify requirements for Engineering Drawings, which are additional to those required under clause 4.5.4.2 for operations and sustainment.**

**Option: Include the following clause, amended as required, if Engineering Drawings are required to enable the Mission System (or parts thereof) and/or other items of equipment to be installed on Commonwealth Property (eg, a Defence site) or integrated into a higher-level system or platform.**

**4.5.4.3** The Contractor shall develop and/or compile Engineering Drawings to enable the Mission System and [..DRAFTER TO INSERT (eg, Training Equipment)...] to be [..DRAFTER TO INSERT (eg, installed at XYZ site)...].

**4.5.4.4** Unless otherwise specified in the Approved TDP, the Contractor shall produce all drawings in accordance with DEF(AUST)CMTD-5085C, 'Engineering Design Data for Defence Materiel'.

**4.5.4.5** The Contractor shall develop, deliver and update Engineering Drawings in accordance with CDRL Line Number ENG-460, the Approved TDP, and the Approved Drawing List.

**4.5.5 System Models (Optional)**

**4.5.5.1 General**

**Note to drafters: This clause may be amended to specify Commonwealth access to particular models developed for the program (ie, specific models that would be created by the Contractor can be identified). There are likely to be many system and lower-level models developed at various levels of abstraction and fidelity including functional, performance, interaction, architecture and environment models, and operational scenarios. Most models will be held in the EIS. The models identified here should be of special significance to the Commonwealth.**

**4.5.5.1.1** The parties acknowledge and agree that the system models applicable to the Contract include all of the functional models, performance models, interaction models, architecture models, environment models, physical mock ups and other models used by the Contractor for design, Design Acceptance and/or system Acceptance activities, which, for clarity, includes use for Acceptance V&V activities.

**4.5.5.1.2** The Contractor shall Validate all system models that are used for design, Design Acceptance and/or system Acceptance activities.

**4.5.5.1.3** The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access all system models proposed for use as part of a formal Verification or Validation activity.

**4.5.5.1.4** If requested by the Commonwealth Representative, the Contractor shall deliver all system models and associated documentation, which are used as part of a formal Verification or Validation activity.

**4.5.5.2 Mission System Architecture**

**Note to drafters: Include this clause if there is a need for a System Architecture Description, which may be appropriate if the Mission System is an ICT system, part of a system-of-systems, or is itself a system-of-systems. It may also be appropriate where the Capability Manager wishes to evolve the Mission System over its life under some form of technology evolution program.**

**4.5.5.2.1** The parties acknowledge and agree that the objectives of developing a system architecture are to:

- a. support the design processes for the Mission System (including any embedded Support System elements), particularly in relation to:
  - (i) ensuring that the Contractor's evolving design is complete, consistent, coherent, and Verifiable; and
  - (ii) being able to demonstrate to the Commonwealth that the design attributes identified in subclause (i) above have been achieved;
- b. support any design trade-offs across the system architecture, including in relation to requirements trade-offs, solution trade-offs, and trade-offs between the various specialty engineering domains;
- c. facilitate collaboration across the Contractor's design team(s) and with the Commonwealth as the designs of the Mission System (including any embedded Support System elements) evolve;
- d. provide a controlled repository of system architecture and design information, thereby:
  - (i) facilitating the Verification, Validation, Certification and Accreditation of the Mission System design, including in relation to [..DRAFTER TO INSERT (eg, Missionworthiness, Seaworthiness, Airworthiness or Landworthiness)...], safety, security and human-system integration;
  - (ii) supporting the requirements for an EIS under clause 4.5.3;

- (iii) facilitating the efficient development of future design upgrades over the Life-of-Type of the Mission System by incorporating growth and evolution requirements and associated design solutions into the system architecture;
- (iv) facilitating the Commonwealth's Sovereignty objectives by providing a repository of system architecture and design information for the Mission System that can be utilised in Australia; and
- (v) facilitating the sustainment of the Mission System over its Life-of-Type, particularly in relation to Engineering Support and Maintenance Support.

- 4.5.5.2.2** The Contractor shall use MagicDraw® 19.0 (or an alternative Approved by the Commonwealth Representative) to develop a system architecture model of the Mission System (including any embedded Support System elements), as one of the system models to be developed under clause 4.5.5.1, to support the objectives at clause 4.5.5.2.1.
- 4.5.5.2.3** The Contractor shall collaborate with the Commonwealth to develop the structure of, and the management principles for, the system architecture model so that the full scope of the objectives at clause 4.5.5.2.1 can be achieved.
- 4.5.5.2.4** The Contractor shall develop, deliver and update a System Architecture Description (SAD) in accordance with CDRL line number ENG-280 to provide the system architecture model required by this clause 4.5.5.2.
- 4.5.5.2.5** The Contractor shall ensure that, except where otherwise agreed by the Commonwealth, any operational views contained in the SAD are consistent with the OCD.
- 4.5.5.2.6** The Contractor shall develop and validate a system design for the Mission System (including any embedded Support System elements), which is consistent with the system architecture model described in the Approved SAD.
- 4.5.5.2.7** The Contractor shall provide a presentation on the system architecture model at each engineering-related MSR, with the scope of these presentations to be agreed with the Commonwealth at least 20 Working Days prior to the scheduled date for these MSRs.
- 4.5.5.2.8** Each three months, on the first Working Day in February, May, August and October (or other dates agreed, in writing, between the parties), the Contractor shall deliver an export of the current version of the system architecture model required by this clause 4.5.5.2 from the Contractor's modelling tool. The export shall be provided in a form that can be readily imported by the Commonwealth into its own modelling tool (eg, MagicDraw), together with an associated change matrix identifying all changes from the previously delivered version of the system architecture model.

## **4.6 Specialty Engineering (Core)**

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### **4.6.1 Growth, Evolution and Obsolescence Program**

#### **4.6.1.1 Program Objectives**

- 4.6.1.1.1** The Contractor acknowledges that the objectives of the Contractor's growth, evolution and obsolescence program are to ensure that:
- a. technology evolution and Obsolescence issues are appropriately considered in the design of the Mission System and Developmental Support System Components;
  - b. the Contractor's design, development and production programs will not deliver equipment that has Obsolescence problems at the time of delivery; and
  - c. solutions for the Mission System and Developmental Support System Components minimise LCC when technology evolution and Obsolescence issues are taken into consideration.

#### **4.6.1.2 Planning**

- 4.6.1.2.1** The Contractor shall develop, deliver and update a Growth Plan (GP) in accordance with CDRL Line Number ENG-500.

#### **4.6.1.3 Program Activities**

- 4.6.1.3.1** The Contractor shall conduct the growth, evolution and Obsolescence program in accordance with the Approved GP.

**4.6.1.3.2** In developing the design solutions for the Mission System and the Support System, the Contractor shall analyse, in accordance with the Approved GP, potential areas of growth and technology evolution over the design, development and production phases and Life-of-Type (LOT) of the systems.

**4.6.1.3.3** The Contractor shall incorporate the strategies and design approaches, as defined in the Approved GP, into the design and design artefacts for the Mission System and the Support System.

#### **4.6.2 Integrated Reliability, Maintainability and Testability Engineering Program**

##### **4.6.2.1 Program Objectives**

**4.6.2.1.1** The Contractor acknowledges that the objectives of the Contractor's Integrated Reliability, Maintainability and Testability (IRMT) engineering program are to:

- a. simultaneously optimise the operational readiness and mission success of the Mission System with the demands for Maintenance Personnel and other Support Resources that are drivers of LCC;
- b. provide essential information to enable system trade-offs and design decisions;
- c. provide analysis results that demonstrate how the Materiel System will be able to comply with the Mission System FBL and Support System FBL (SSFBL); and
- d. optimise the impacts of the IRMT engineering program on overall program cost and schedule.

##### **4.6.2.2 Planning**

**4.6.2.2.1** The Contractor shall develop, deliver and update an IRMT Plan (IRMTP), in accordance with CDRL Line Number ENG-520.

##### **4.6.2.3 Program Activities**

**Note to drafters: The selection of IRMT activities will depend on project requirements. IRMT activities include FMECA and RCM activities under the ILS clause. Specific activities may be defined by the drafter, in clause 4.6.2.3.2, which should be further developed in consultation with the appropriate Reliability, Availability and Maintainability (RAM) centre of expertise.**

**4.6.2.3.1** The Contractor shall conduct the IRMT engineering program in accordance with the Approved IRMTP.

**4.6.2.3.2** The Contractor acknowledges and agrees that the scope of the IRMT engineering program under the Contract includes:

- a. integrating reliability, maintainability and testability analyses into the Mission System Support System designs;
- b. conduct of Failure Mode Effects and Criticality Analysis (FMECA) in accordance with an Approved standard;
- c. conduct of Reliability Centred Maintenance (RCM) analysis in accordance with an Approved standard;
- d. development and implementation of a reliability growth program in accordance with an Approved standard; and
- e. reliability and maintainability modelling and prediction.

**4.6.2.3.3** The Contractor shall address any requirements to conduct Failure Mode, Effects and Criticality Analysis (FMECA) and Reliability Centred Maintenance (RCM) under clause 5 of the SOW as part of the IRMT engineering program.

#### **4.6.3 Logistics Engineering Program**

##### **4.6.3.1 Mission System Standardisation Opportunities (Optional)**

**Note to drafters: The extent to which opportunities to improve Supportability by standardising components with other systems will depend on the system being developed. When**

**standardisation must be addressed for interfaces with extant Commonwealth equipment, the drafter needs to ensure that the applicable requirements have been included in the FPS.**

**4.6.3.1.1** The Contractor shall analyse, in accordance with the Approved ISP, the design of the Mission System to identify potential Standardisation Opportunities to improve the Supportability of the Mission System.

**4.6.3.1.2** The Contractor shall ensure that Approved Subcontractors providing equipment for the Mission System and/or Support System participate in the identification and, where required, implementation of Standardisation Opportunities to improve the Supportability of the Mission System.

**4.6.3.1.3** The Contractor shall develop, deliver and update to the Commonwealth, in accordance with the Approved ISP, the range of Standardisation Opportunities resulting from the analyses conducted under clause 4.6.3.1.1.

#### **4.6.3.2 Mission System Technological Opportunities (Optional)**

**Note to drafters: The ability to implement opportunities that improve Supportability through the use of new technologies will depend on the system being developed. If a particular technology will be mandated, the applicable requirements need to be included in the FPS.**

**4.6.3.2.1** The Contractor shall analyse, in accordance with the Approved ISP, the design of the Mission System to identify potential Technological Opportunities to improve the Supportability of the Mission System.

**4.6.3.2.2** The Contractor shall develop, deliver and update to the Commonwealth, in accordance with the Approved ISP, the range of Technological Opportunities resulting from the analyses conducted under clause 4.6.3.2.1.

#### **4.6.3.3 Mission System Supportability Related Design Factors**

**4.6.3.3.1** The Contractor shall define and document Supportability Related Design Factors for the Mission System in the SS.

#### **4.6.3.4 Logistic Support Analysis Record (Optional)**

**Option: For use if a LSAR is being developed and delivered as part of the Contract.**

**4.6.3.4.1** The Contractor shall update the Logistic Support Analysis Record (LSAR) to reflect the outcomes from undertaking the activities under clauses 4.6.1, 4.6.2 and 4.6.3 of this SOW.

#### **4.6.4 Human Engineering Program**

**Note to drafters: This clause may mandate or recommend particular Human Engineering (HE) standards noting that, by default, MIL-HDBK-46855A and MIL-STD-1472F are to be applied when planning. After tendering, consideration should be given to align the choice of standards with the Contractor's work practices.**

**The high-risk nature of HE, particularly human-computer interaction, often warrants greater Commonwealth involvement. Hence, this clause may need to be expanded to address:**

- a. how the HE requirements may be specified (ie, the documents to be developed); and**
- b. establishing a HE Working Group to enable end-user review and feedback.**

#### **4.6.4.1 Program Objectives**

**4.6.4.1.1** The Contractor acknowledges that the objectives of the Human Engineering (HE) program are to:

- a. develop or improve human interfaces of the Mission System and, where applicable, Support System Components;
- b. achieve required effectiveness of human performance during Mission System and Support System operation, Maintenance, support, control, and transportation; and
- c. make economical demands upon personnel resources, skills, training, and costs.

#### **4.6.4.2 Planning**

**4.6.4.2.1** The Contractor shall develop, deliver and update a Human Engineering Program Plan (HEPP) in accordance with CDRL Line Number ENG-540.



**4.6.4.3 Program Activities**

- 4.6.4.3.1** The Contractor shall conduct the HE program in accordance with the Approved HEPP.
- 4.6.4.3.2** The Contractor's HE program shall include determination of physical layout, Human System Interface (HSI) development, and human workload analysis.
- 4.6.4.3.3** The Contractor shall develop, deliver and update a HE Program Report in accordance with CDRL Line Number ENG-550.

**4.6.4.4 Human Engineering Working Group (Optional)**

**Note to drafters: Include this optional clause when a HE Working Group is required. Refer also to the SOW Tailoring Guide.**

- 4.6.4.4.1** The Contractor shall establish, coordinate and participate in a HE Working Group (HEWG), in order to:
- a. plan and coordinate the HE requirements;
  - b. provide opportunities to expose the evolving human interfaces to the Commonwealth for review and feedback;
  - c. address any conflicts between the evolving human interfaces and other system requirements, as defined by the respective FBL; and
  - d. enable the Commonwealth to discuss issues identified in the review of HE definition and design documents and the evolving human interfaces.
- 4.6.4.4.2** The Contractor shall hold HEWG meetings 10 Working Days prior to each applicable MSR, or as otherwise agreed by the Commonwealth Representative.
- 4.6.4.4.3** The Contractor shall conduct HEWG meetings as extraordinary meetings in accordance with clause 3.9.2.
- 4.6.4.4.4** The Contractor shall conduct HEWG meetings in accordance with the Approved HEPP.
- 4.6.4.4.5** The HEWG meetings shall be held at the Commonwealth Premises at [...INSERT LOCATION...], except where otherwise agreed by the Commonwealth Representative.
- 4.6.4.4.6** The Contractor shall ensure that Approved Subcontractors' representatives participate in the HEWG where relevant to the work that they will undertake and/or the Supplies that they will provide.

**4.6.5 Electromagnetic Environmental Effects Program**

**Note to drafters: This clause may be tailored to address issues relevant to the Mission System and Support System (consistent with specified requirements). This clause may mandate or recommend particular electromagnetic interference and compatibility standards such as MIL-STD-461, MIL-STD-464 and commercial equivalents. Drafters should refer to the Engineering and Maintenance Manual (EMM) Chapter 7, Management of Electromagnetic Environmental Effects, and domain-specific references and standards, including those listed below.**

**After tendering, consideration should be given to aligning the choice of standards with the Contractor's work practices, if appropriate for the regulatory and operational environment for the Mission System and Support System.**

**If there are specific E3 Verification requirements, such as the use of electromagnetically quiet areas or overseas test ranges, as arranged by the Commonwealth, then these requirements should either be included here or in clause 7.**

**4.6.5.1 Program Objectives**

- 4.6.5.1.1** The Contractor acknowledges that the objectives of the Electromagnetic Environmental Effects (E3) program are to ensure that:
- a. E3 is appropriately considered in the design of the Mission System and Support System; and
  - b. the relationships between the E3 program, the system safety and system security programs, and for accessing the Radiofrequency spectrum, are recognised and appropriately managed.

**4.6.5.2 Planning**

**4.6.5.2.1** The Contractor shall develop, deliver and update an E3 Management Plan (E3MP) in accordance with CDRL Line Number ENG-580.

**Note to drafters: Amend the following reference documents for the requirements of the Contract.**

- 4.6.5.2.2** The Contractor shall ensure that the Approved E3MP addresses the requirements of:
- a. MIL-STD-461G, Requirements for the Control of Electromagnetic Interference – Characteristics of Subsystems and Equipment;
  - b. MIL-STD-464C, Electromagnetic Environmental Effects – Requirements for Systems;
  - c. DEF(AUST) 5000, Volume 2, Part 12 - EMI/EMC For RAN Ships And Submarines;
  - d. AAP 7210.027-44, Army Aviation Electromagnetic Environmental Effects Management Plan; and
  - e. [...INSERT REFERENCE...].

**4.6.5.3 Program Activities**

**4.6.5.3.1** The Contractor shall conduct the E3 program in accordance with the Approved E3MP.

**4.6.6 System Safety Program**

**Note to drafters: Requirements for a system safety program often need to be developed in conjunction with the requirements for system certification described under clause 4.8.**

**4.6.6.1 Program Objectives**

- 4.6.6.1.1** The Contractor acknowledges that the objectives of the system safety program are to:
- a. implement an auditable hazard management system that enables the tracking, management and demonstration of Materiel Safety;
  - b. demonstrate that risks to health and safety within the Materiel System have been eliminated so far as reasonably practicable and that remaining risks are reduced so far as reasonably practicable;
  - c. verify that the system designs for the Mission System and the Support System (including components and processes) satisfy Materiel Safety requirements, including specified requirements; and
  - d. enable the Commonwealth to fulfil its duties under the WHS Legislation to workers and other persons involved in the operation and support of the Materiel System.

**4.6.6.2 Planning**

**4.6.6.2.1** The Contractor shall develop, deliver and update a System Safety Program Plan (SSPP) in accordance with CDRL Line Number ENG-600.

**Note to drafters: This clause may mandate or recommend standards for conducting a system safety program to satisfy ADF regulatory / assurance or other (external) requirements. The Commonwealth's preferred approach is to apply a recognised standard that the Contractor is experienced in applying and that is commensurate with managing the safety risks inherent in the Materiel System. To be effective, a system safety program relies on suitable specifications (ie, in the FPS and SS). Software Safety must also be considered if safety critical Software is to be present.**

**For systems with explosive ordnance, Director Ordnance Safety must be consulted to establish EO-worthiness requirements. DEOP provides relevant guidance.**

**For aerospace systems, the Defence Aviation Safety Authority (DASA) should be consulted regarding type certification and what requirements should be placed in the SOW with regards to the system safety program.**

**For land systems, Director Technical Regulation – Army (DTRA) should be consulted to define system safety and related certification requirements. Refer to the Land Materiel Safety Manual (LMSM) Chapter 8, Safety Assurance of Land Materiel, as applicable.**

**For maritime systems, the Naval Materiel Seaworthiness Assurance Agency (NMSwAA) should be consulted regarding the system safety program and related maritime materiel assurance and certification requirements. Refer to ANP3411-0101 Chapter 1 and the Defence Seaworthiness Management System Manual (DSwMSMAN) Volume 3.**

**When the following option is selected, insert the name of the applicable plan and applicable references into the clause. The note to tenderers may be deleted if not applicable.**

**Note to tenderers: Software safety standards may be proposed in the tendered Systems Engineering strategy and/or specialty engineering strategy.**

**Option: Include when a standard for the system safety program is to be specified in planning.**

- 4.6.6.2.2** The Contractor shall ensure that the Approved SSPP addresses the requirements of:
- a. [...INSERT REFERENCE (eg, MIL-STD-882E or equivalent, as agreed by the Commonwealth Representative)...]; and
  - b. [...INSERT REFERENCE...].

#### **4.6.6.3 Program Activities**

- 4.6.6.3.1** The Contractor shall conduct the system safety program in accordance with the Approved SSPP.
- 4.6.6.3.2** The Contractor shall develop, deliver and update Hazard Analysis Reports in accordance with CDRL Line Number ENG-610 and the Approved SSPP.
- 4.6.6.3.3** The Contractor shall develop, deliver and update a Hazard Log in accordance with CDRL Line Number ENG-620.

**Note to drafters: ADF regulatory / assurance authorities may have requirements that expand the Safety Case Report. Refer to the applicable ADF regulatory / assurance framework manual and consult with the applicable authority and CASG Chief Systems Engineer Branch for further information.**

**Requirements for Australian design registration must be included in the FPS, if applicable. Refer to the SOW Tailoring Guide for guidance.**

- 4.6.6.3.4** The Contractor shall develop, deliver and update a Safety Case Report in accordance with CDRL Line Number ENG-650.

**Note to drafters: A SCR may also be prepared for major Support System Components such as Mission System simulators, and the above clause may be duplicated and amended for each specific system. Alternatively, a Materiel Safety Assessment may be sufficient, which can be included with clauses and the DID copied from ASDEFCON (Complex Materiel) Volume 2.**

- 4.6.6.3.5** The Contractor shall, for each Configuration Item (CI) offered for Acceptance, provide the Materiel Safety information (eg, Safety Case Report, copies of Australian design registration documents and other certifications, equipment operator manuals, analysis results, calibration records and test reports) necessary to address the requirements of clause 12.4.15 of the COC.

#### **4.6.6.4 System Safety Working Group (Optional)**

**Note to drafters: Include this optional clause when a System Safety Working Group is required. Refer also to the SOW Tailoring Guide.**

- 4.6.6.4.1** The Contractor shall establish, coordinate and participate in a System Safety Working Group (SSWG) in order to:
- a. plan and coordinate System Safety requirements;
  - b. present the Contractor's System Safety program status;
  - c. summarise hazard analysis, including the identification of problems, status of resolution, and the residual risk;

- d. identify safety deficiencies of the program and provide recommendations for corrective actions or preventions of re-occurrence; and
- e. enable the Commonwealth to discuss System Safety issues identified in the review of design documents.

- 4.6.6.4.2 The Contractor shall hold SSWG meetings 10 Working Days prior to each applicable MSR, or as otherwise agreed by the Commonwealth Representative.
- 4.6.6.4.3 The Contractor shall conduct SSWG meetings as extraordinary meetings in accordance with clause 3.9.2.
- 4.6.6.4.4 The Contractor shall conduct SSWG meetings in accordance with the Approved SSPP.
- 4.6.6.4.5 The SSWG meetings shall be held at Commonwealth Premises at [...INSERT LOCATION...], except where otherwise agreed by the Commonwealth Representative.
- 4.6.6.4.6 The Contractor shall ensure that Approved Subcontractors' representatives participate in the SSWG where relevant to the work that they will undertake and/or the Supplies that they will provide.

**4.6.7 System Security Program**

**Note to drafters: Amend the following clauses to align with the security-related requirements of the project and Contract. Drafters are also advised that certain key terms in the Glossary (eg, SSol and Security Authorisation) need to be amended to ensure that the scope of the system security program is clear.**

**4.6.7.1 Program Objectives**

- 4.6.7.1.1 The Contractor acknowledges that the objectives of the system security program are to:
  - a. ensure that each Security System-of-Interest (SSol) achieves the Security Outcomes;
  - b. verify that the system designs for each of the SSols (including components and processes) satisfy security requirements and enable the Commonwealth's security obligations and compliance requirements to be met as they pertain to:
    - (i) the protection of information, data and technology; and
    - (ii) control of access to, and transfer of, information, data and technology; and
  - c. support the Commonwealth in initially obtaining and subsequently maintaining the required Security Authorisations for the SSols from the relevant authorities.

**4.6.7.2 Scope and Standards**

- 4.6.7.2.1 The parties acknowledge and agree that the scope of the system security program:
  - a. includes:

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

- (i) physical security;

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

- (ii) Emanation Security (EMSEC);

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

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

- (iii) Information and Communications Technology (ICT) security (which leads to an Authorisation to Operate with Conditions (ATO-C) or an Authorisation to Operate (ATO) by the relevant Security Authorisation authority); and

- (iv) cyber security (which leads to a cyber-maturity assessment against the Defence Cyberworthiness System (DCwS) and an assessment as part of the regulatory / assurance framework for the Contract),

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

- b. does not include the programmatic and contract-management aspects of security, which are addressed through clause 3.15.

**4.6.7.2.2** The parties further acknowledge and agree that:

- a. the Governing Security Documents identified in the definition of this term in the Glossary are applicable to the system security program;
- b. the versions of the Governing Security Documents are likely to change over the life of the Contract and, except where otherwise determined by the Commonwealth Representative, the required Security Authorisations for the SSols (or parts thereof) will need to be performed against the versions of the Governing Security Documents that are current at the time that the Security Authorisations for these SSols (or parts thereof) are required;
- c. the Contractor shall undertake its activities and responsibilities, including in relation to supporting the achievement of the required Security Authorisations, against the version of the Governing Security Documents that are current at the time that the Contractor undertakes those activities and responsibilities;
- d. where the Contractor assesses that a change to a Governing Security Document results in a change to the scope of work required under the Contract, the Contractor shall:
  - (i) notify the Commonwealth within 10 Working Days of identifying the change; and
  - (ii) provide such supporting evidence as is reasonably required by the Commonwealth Representative to demonstrate that the change materially increases the level of effort required of the Contractor (or otherwise impacts on the Contractor performing its obligations under the Contract); and
- e. where the Commonwealth Representative is satisfied on the basis of the evidence provided under 4.6.7.2d(ii) that the change to the Governing Security Documents materially increases the level of effort required of the Contractor (or otherwise impacts on the Contractor performing its obligations under the Contract), the parties shall meet and negotiate in good faith to produce a CCP in accordance with clause 11.1 of the COC to address the impact of the change.

**4.6.7.3 Program Activities – General**

**4.6.7.3.1** The Contractor shall develop, deliver and update a Materiel System Security Management Plan (MSSMP) in accordance with CDRL Line Number ENG-700.

**4.6.7.3.2** The Contractor shall conduct the system security program in accordance with the Approved MSSMP.

**4.6.7.3.3** The Contractor shall ensure that all system security activities performed by Subcontractors are undertaken in accordance with the Approved MSSMP.

**4.6.7.3.4** The Contractor shall provide the necessary Objective Evidence to support the required Security Authorisations for the SSOIs and the associated ToSAs, including the activities being conducted by the Contractor and those being conducted by the Commonwealth.

**4.6.7.3.5** The Contractor acknowledges and agrees that achievement of the Security Authorisations for the SSOIs and any associated ToSAs:

- a. may be a necessary precursor to the conduct of particular elements of AV&V (eg, when an SSol/ToSA needs to be connected to a Defence information system or the SSol/ToSA needs to store and/or process information classified Official (or above) for the purposes of a particular test or demonstration as part of AV&V); and

- b. is a necessary precursor for Acceptance of the associated Supplies (eg, for the Mission System and Developmental Support System Components).

#### 4.6.7.4 Program Activities – Physical Security and Emanation Security (Optional)

**Note to drafters: Include this clause if either physical security or EMSEC requirements are applicable to one or more of the SSols, and tailor the clauses to suit the requirements of the Contract. Note that, as drafted, the template clauses and the associated DIDs only address the Mission System.**

- 4.6.7.4.1** The Contractor shall develop, deliver and update a Physical Security Design Document (PSecDD) for the Mission System in accordance with CDRL Line Number ENG-710.
- 4.6.7.4.2** The Contractor shall develop, deliver and update an Emanation Security Control Plan (ESCP) for the Mission System in accordance with CDRL Line Number ENG-720.
- 4.6.7.4.3** The Contractor shall undertake the design, development, implementation and V&V in relation to physical security and EMSEC for the Mission System and, where applicable, the Support System consistent with the Approved PSecDD and the Approved ESCP.
- 4.6.7.4.4** The Contractor acknowledges that the Commonwealth may conduct additional EMSEC Security Authorisation or testing activities for the Mission System or for particular elements of the Mission System. The Contractor shall provide reasonable assistance to the Commonwealth in support of additional EMSEC Security Authorisation or testing.

**Note to drafters: Amend the following clause to identify the expected support effort from the Contractor for physical security and EMSEC.**

- 4.6.7.4.5** The Contractor shall support the Commonwealth in initially obtaining and subsequently maintaining physical security and EMSEC Security Authorisations for the Mission System over the period of the Contract. The expected level of effort required by the Contractor associated with these activities is:
- ten person-days of effort over approximately a three-month period prior to the initial assessments against the relevant Security Authorisations;
  - attendance at two one-day workshops to be held via video conference during the three-month period, with typically no more than two representatives of the Contractor required to attend; and
  - one person-day of effort each quarter over the remainder of the Contract after the initial assessments against the relevant Security Authorisations have been obtained.

**Note to drafters: Amend the following clause if ICT security is not a requirement of the Contract. Note that the four data items identified in clause 4.6.7.5.3 are produced for both ICT security and cyber security.**

#### 4.6.7.5 Program Activities – ICT and Cyber Security

**Option: Incorporate these clauses into the Contract if a Cyber Security Assurance Basis is to be established under the Contract as part of the requirements analysis activities. The Cyber Security Assurance Basis is defined in the Glossary as the suite of requirements against which the Materiel System is to be assessed in relation to cyber security, and will be derived from the cyber requirements in the FPS.**

- 4.6.7.5.1** As part of its requirements analysis activities for the Mission System and Support System, the Contractor shall develop, in conjunction with the Commonwealth, the Cyber Security Assurance Basis for these SSols.
- 4.6.7.5.2** The parties acknowledge and agree that the Cyber Security Assurance Basis forms part of the FBL for the Mission System and, where applicable, the FBL for the Support System.

- 4.6.7.5.3** The Contractor shall develop, deliver and update the following data items for the ToSAs within each SSol:

**Note: Different instances of the following data items may be required for each of the SSols and the associated ToSAs. The CDRL sets out that all ToSAs should be addressed as a set within a**

**single instance of these data items, but the parties may agree an alternative delivery approach within the Approved MSSMP where there are separate ToSAs within different parts of a SSol.**

- a. System Security Plan (SSP) in accordance with CDRL Line Number ENG-730;
- b. Security Risk Management Plan (SRMP) in accordance with CDRL Line Number ENG-735;
- c. In-Service Security Management Plan (ISSMP) in accordance with CDRL Line Number ENG-740, which incorporates the incident response plan, business continuity and disaster recovery plan and continuous monitoring plan, all of which are required to achieve the relevant Security Authorisations under the ISM; and
- d. Security Standard Operating Procedures (SSOPs) in accordance with CDRL Line Number ENG-745.

**4.6.7.5.4** The Contractor acknowledges and agrees that:

- a. the data items identified under clause 4.6.7.5.3 are part of the suite of evidence required by the System Owner for the relevant Security Authorisations in relation to ICT security and cyber security;
- b. the data items identified under clause 4.6.7.5.3 also form part of the design documentation to be developed and delivered in accordance with clause 4.5.1, and are required to be delivered at key points during the Contract to enable assessment of whether or not a SSol is likely to achieve and subsequently be able to maintain the relevant Security Authorisations in relation to ICT security and cyber security; and
- c. the ISSMP and SSOPs, while developed and delivered during the acquisition phase, will be implemented and principally used during the in-service phase after System Acceptance for the first SSol (eg, Mission System).

**4.6.7.5.5** The Contractor shall develop, deliver and update a Cyber Supply Chain Risk Plan (CSCR) in accordance with CDRL Line Number ENG-750 to identify the Cyber Supply Chain risks associated with the provision of DESE and Software for each SSol, which will be procured by the Contractor from suppliers that either are, or may become, Subcontractors.

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

**4.6.7.5.6** In developing the CSCR, the Contractor shall:

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

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

**4.6.7.5.8** The Contractor shall develop, deliver and update a Cyber Security Case Report (CSCR) in accordance with CDRL Line Number ENG-760 for each SSol.

**Note to drafters: Amend the following clause to identify the expected support effort from the Contractor for the relevant Security Authorisations in relation to ICT security and cyber security.**

- 4.6.7.5.9** Following submission for Approval of the relevant ICT/cyber security data items, the Contractor shall support the Commonwealth in initially obtaining and subsequently maintaining the relevant Security Authorisations in relation to ICT security and cyber security for each SSol from the relevant authorities. The expected level of effort required by the Contractor associated with all of these activities is:
- a. ten person-days of effort over approximately a three-month period prior to the initial assessment against the relevant Security Authorisations in relation to ICT security and cyber security;
  - b. attendance at two one-day workshops to be held via video conference during the three-month period, with typically no more than two representatives of the Contractor required to attend; and
  - c. one person-day of effort each quarter over the remainder of the Contract after the initial Security Authorisations in relation to ICT security and cyber security have been obtained.

**Option: Include the following clauses when the project team intends to interact with the Contractor through a security assessment report for a SSol / ToSA.**

- 4.6.7.5.10** The Contractor acknowledges that the Commonwealth may raise a security assessment report for a SSol / ToSA, and when this occurs the Commonwealth may provide the Contractor with a copy of the report or relevant parts of the report.
- 4.6.7.5.11** The Contractor shall review and assess each Commonwealth-provided security assessment report (or part thereof) and identify remediation activities that are required in relation to the SSol / ToSA, such that they will meet the requirements for the applicable Security Authorisation.
- 4.6.7.5.12** Within 10 Working Days of receipt of each Commonwealth security assessment report, the Contractor shall deliver a Remediation Recommendations Report in the Contractor's format to the Commonwealth.
- 4.6.7.5.13** The Contractor acknowledges and agrees that the required activities to resolve any security shortfalls for a SSol / ToSA will be determined by the Commonwealth Representative, taking into account the Contractor's Remediation Recommendations Report, with these resolutions to be integrated into the normal processes leading to Acceptance of a SSol.
- 4.6.7.5.14** The Contractor acknowledges that the Commonwealth will conduct activities associated with Security Authorisations:
- a. following a Major Change to a SSol / ToSA;
  - b. when any remediation activities have been completed; and
  - c. in accordance with the timeframes established by the applicable security authority and documented in the associated Security Authorisation reports (which, for example, depending upon the level of compliance, may range from 6 months to 3 years for the Security Authorisations relating to ICT security).

#### **4.6.7.6 Security Working Groups (Optional)**

**Note to drafters: The following clause may be amended for the security categories to be considered by the SWGs (eg, cyber security and ICT security)**

- 4.6.7.6.1** The Contractor shall conduct Security Working Group (SWG) meetings to establish, refine and to ensure compliance and assurance with the cyber security and ICT security requirements under the Contract.

**Note to drafters: Depending upon the procurement strategy (eg, open tender or limited tender), the project team will need to determine the best time to introduce any classified threats to the participating tenderers. It is unlikely that these classified threats will be able to be released until**



**after down-selection has occurred, such as during contract negotiations or other pre-contract activity.**

**4.6.7.6.2** The Contractor shall conduct:

- a. two SWG meetings early in the requirements-analysis phase (eg, in conjunction with the REQWG meetings under clause 4.2.6) to enable the parties to undertake threat analysis at the classified level and to determine the requirements implications arising from the classified threats;
- b. two SWG meetings leading up to each of the SRR, SDR, PDR, DDR and SSDDR; and
- c. two SWG meetings prior to the first TRR for a SSol for the Verification phase at which security-related Verification activities are to be undertaken.

**4.6.7.6.3** The Contractor shall conduct SWG meetings as extraordinary meetings in accordance with clause 3.9.2.

**4.6.7.6.4** The Contractor shall conduct SWG meetings in accordance with the Approved MSSMP.

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

**4.6.7.6.5** The Contractor shall ensure that representatives of the Contractor (Support) and Approved Subcontractors (Support) participate in the SWG meetings, where relevant to the work that they will undertake in relation to the Contract or the Contract (Support).

**4.6.7.6.6** The anticipated level of effort required by the Contractor is:

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

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

#### **4.6.8 Access to the Radiofrequency Spectrum (Optional)**

**Note to drafters: If access to the radiofrequency (RF) spectrum is likely to be required, the following clauses and CDRL Line Number ENG-800 must be retained. If not required, the clauses below may be deleted and the heading annotated with 'Not used'.**

**For assistance in determining the need for this clause, to ensure that requirements for access to the RF spectrum, drafters should consult the Defence Spectrum Office (DSO) and the Defence Electromagnetic Spectrum (EMS) Manual – Chapter 6 – Acquisition of SDE. Drafters should ensure that access to the RF spectrum, and interoperability requirements, are included in the FPS, and that any specified Verification requirements are consistent with Defence's TEMP.**

**Drafters should ensure the releasability of ECARS data to allied / partner nations for operational purposes. If not specified in the FPS, drafters may identify (in the draft TDSR Schedule) that specific restrictions on the release of such data would not be acceptable to the Commonwealth.**

**Drafters should also ensure that Contract requirements for collecting data, for the purpose of access to the RF Spectrum, are harmonised with those pertaining to E3 requirements.**

##### **4.6.8.1 Program Objectives**

**4.6.8.1.1** The Contractor acknowledges that the objectives of the Access to the Radiofrequency Spectrum program are to ensure that:

- a. equipment, systems, sub-systems, CIs, or end products, which require access to, use of, or rely on, the Radiofrequency Spectrum for their operation ('RF Products'), are compliant with the *Radiocommunications Act 1992* (Cth);
- b. the proposed spectrum required by each RF Product is available, suitable, and compatible with other equipment and environments, both military and civilian, with which or in which the RF Product will be required to operate; and

- c. in-service spectrum use can be managed to meet required operational capability.

#### 4.6.8.2 Program Activities

4.6.8.2.1 The Contractor shall develop, deliver and update an Equipment Certification to Access Radiofrequency Spectrum (ECARS) in accordance with CDRL Line Number ENG-800 for each RF Product:

- a. associated with the Mission System;
- b. associated with any elements of the Support System that are either located in Australia or will be managed or used by Defence; or
- c. used to undertake Verification and/or Validation of the Mission System in Australia.

4.6.8.2.2 The Contractor acknowledges and agrees that, except where otherwise agreed in advance and in writing by the Commonwealth Representative, an Approved ECARS will be required for each RF Product before it can be included in the design of the Mission System or the Support System.

4.6.8.2.3 The Contractor further acknowledges that, for any RF Products to be used in Australia, for which an ECARS is not required in accordance with clause 4.6.8.2.1, the Contractor will hold an appropriate authorisation from the Australian Communications and Media Authority for the RF Product to be used.

**Note to drafters: If issues for accessing the RF spectrum are likely to be significant, consider specifying additional activities in this clause, such as site / system surveys and the delivery of associated Technical Data, if not included elsewhere in the SOW or as pre-Contract activities. When drafting such requirements, advice should be sought from the DSO.**

#### 4.6.9 Environmental Engineering Program (Optional)

**Note to drafters: The need for and scope of environment engineering activities may vary for the nature of the Materiel System (note that environmental considerations for GFF are included within the GFF provisions of the Contract). Include and amend this clause as required.**

##### 4.6.9.1 General

4.6.9.1.1 The Contractor acknowledges that the objectives of the environmental engineering program are to minimise the adverse effects on the natural environment caused by the production, operation, support and disposal of the Materiel System.

4.6.9.1.2 The Contractor further acknowledges that the design and implementation aspects of the Materiel System are governed by Australian government legislations, policies and guidelines, and Defence environmental management strategies and policies.

##### 4.6.9.2 Program Activities

**Note to drafters: Environmental engineering planning may be included in the SEMP by updating DID-ENG-MGT-SEMP, or by creating a new DID for an EEP.**

**Option A: For when planning requirements will be added to the SEMP.**

4.6.9.2.1 The Contractor shall address environmental engineering within the SEMP.

**Option B: For when planning requirements will be defined in a new DID.**

4.6.9.2.2 The Contractor shall develop, deliver, and update an Environmental Engineering Plan (EEP) in accordance with CDRL Line Number ENG-XXX.

**Note to drafters: Amend the following clause for the selected management plan.**

4.6.9.2.3 The Contractor shall conduct the environmental engineering program in accordance with the Approved [... EEP / SEMP...].

4.6.9.2.4 The Contractor shall perform an environmental hazard analysis to identify and address the environmental hazards and risks associated with the production, operation, support and disposal of the Materiel System and its components.

**Note to drafters: Environmental Hazard Analysis Report requirements in accordance with MIL-STD-882E are included in DID-ENG-SOL-HAR. The Hazard Log documents the results of environmental risk assessments, treatments and alternative solutions.**

- 4.6.9.2.5** The Contractor shall develop, deliver and update an environmental Hazard Analysis Report in accordance with CDRL Line Number ENG-610 and the Approved SSPP.
- 4.6.9.2.6** The Contractor shall document environmental hazards within the Hazard Log required under clause 4.6.6.

**Note to drafters: Amend the following clauses for applicable analyses and trade-off studies; for example, energy efficiency studies. Consider using Commonwealth-directed trade studies, under clause 2.7 and SOW Annex F, and DID-ENG-SOL-TSREP to define reporting requirements.**

- 4.6.9.2.7** The Contractor shall conduct a [..DRAFTER TO INSERT...] study that, as a minimum, considers:
- a. compliance with [..DRAFTER TO INSERT LEGISLATION AND/OR POLICY...];
  - b. [..DRAFTER TO INSERT...]; and
  - c. the minimisation of LCC and the environmental impact of Defence operations.
- 4.6.9.2.8** The Contractor shall deliver a [..DRAFTER TO INSERT...] study report that evaluates the environmental impact of the proposed design.

#### **4.7 Interface Management (Optional)**

**Note to drafters: This clause should be included for Contracts with complex interfaces and/or numerous external interfaces. The ICWGs may involve Commonwealth agencies and other Associated Parties. Significant tailoring may be required to address specific interfaces depending on the complexity and risk.**

##### **4.7.1 General**

- 4.7.1.1** The Contractor shall manage all design, development and implementation activities for external system interfaces, in accordance with the Approved SEMP.
- 4.7.1.2** The Contractor shall develop and update all external and internal system interface specifications and design documentation as defined by the Approved MSTDT.

##### **4.7.2 Interface Control Working Groups**

**Note to drafters: Amend the following note to tenderers to include specific interfaces, or delete the first sentence.**

**Note to tenderers: The Commonwealth expects the Contractor to manage the [...INSERT name of other product ...] interface design process through the ICWG forum. Wherever possible, the Contractor will be encouraged to liaise directly with Associated Parties and use the ICWG forum for final agreement or problem resolution.**

- 4.7.2.1** The Contractor shall develop all external system interface specifications required by clause 4.7.1.2, and establish external interface agreements, via Interface Control Working Groups (ICWGs).
- 4.7.2.2** The Contractor shall provide sufficient design information to members of the ICWGs, including Associated Parties, to enable the interface details to be established.
- 4.7.2.3** The Contractor shall hold Commonwealth-Contractor ICWG meetings to establish and refine the Materiel System external interfaces required under the Contract.
- 4.7.2.4** ICWG meetings shall be conducted in accordance with the Approved SEMP.
- 4.7.2.5** ICWG meetings are expected to be conducted in Australia and shall be held at venues to be determined by the Commonwealth.

### 4.7.3 High Risk Interfaces

**Note to drafters: Where there are high risk interfaces that the Commonwealth requires to be prototyped before PDR, list these in the following clause. Otherwise the clause may be deleted or restructured to only refer to those high risk interfaces identified by the Contractor.**

- 4.7.3.1 Prior to PDR (or other timeframe agreed by the Commonwealth), the Contractor shall prototype and prove the operation of the following high risk interfaces:
- a. [...INSERT DETAILS...]; and
  - b. other high risk interfaces identified by the Contractor.

### 4.8 System Certification (Optional)

**Note to drafters: Include this clause for a System Certification Program. If not required, the clauses below should be deleted and the heading clause annotated as 'Not used'.**

**A 'Certification Plan' is generally required to plan and develop a certification basis description, and/or other requirements for system certification. The template does not include a DID for such a plan, and this will need to be developed by the drafter.**

**For maritime systems, refer to ANP3411-0101, Naval Materiel Assurance Publication, for further information, and consult the NMSwAA for advice.**

**For aerospace systems, the DASA should be consulted to clarify certification requirements. Refer to AAP 8000.011 DASR Part 21 (ie, 21.A.17) for the type-certification basis.**

**For land systems, refer to the LMSM Chapter 8, Safety Assurance of Land Materiel, as applicable. For further information, consult DTR-A for advice.**

**This clause may be expanded for other forms of certification that may be required for the Mission System and/or a Developmental Support System Component (eg, a training simulator).**

#### 4.8.1 Program Objective

- 4.8.1.1 The Contractor acknowledges that the objective of the [...INSERT PROGRAM EG. 'aircraft type', 'class of ship'...] Certification program is to ensure and demonstrate that the Mission System complies with statutory obligations and conforms, where applicable, to ADF regulatory / assurance requirements.

#### 4.8.2 Planning

- 4.8.2.1 The Contractor shall develop, deliver and update an [...INSERT APPLICABLE PLAN...] in accordance with CDRL Line Number ENG-900.
- 4.8.2.2 The Contractor shall ensure that the [...INSERT APPLICABLE PLAN...] addresses the requirements of [...INSERT ADF REGULATORY / ASSURANCE REFERENCE...].

#### 4.8.3 Program Activities

- 4.8.3.1 The Contractor shall undertake the certification program in accordance with the Approved [...INSERT APPLICABLE PLAN...].

**Note to drafters: If this clause 4.8 is included in the SOW, delete the optional clause 8.5.1 under clause 8.5 (System Acceptance Audit), which is identical to the one below.**

- 4.8.3.2 The Contractor shall develop, deliver and update a Design Certificate in accordance with CDRL Line Number ENG-910.

- 4.8.3.3 The Contractor shall ensure that the Objective Evidence supporting each Design Certificate addresses the following:
- a. [...INSERT ADF REGULATORY / ASSURANCE REFERENCE...]; and
  - b. [...INSERT ADF REGULATORY / ASSURANCE REFERENCE...].

## 5. INTEGRATED LOGISTIC SUPPORT (CORE)

### 5.1 Integrated Logistic Support Program (Core)

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#### 5.1.1 ILS Program Objectives

5.1.1.1 The Contractor acknowledges that the objectives of the Integrated Logistic Support (ILS) program are to achieve the following outcomes:

- a. a Mission System that (in coordination with the Systems Engineering program) has been designed for Supportability;
- b. a Support System that has been designed to enable the Mission System and Support System to meet specified requirements while minimising LCC; and
- c. implementation of the Support System.

#### 5.1.2 ILS Program Management

##### 5.1.2.1 Planning

**Note to drafters: The following set of ILS program plans (and subsequent ILS clauses) should be tailored for the scope and risks associated with the ILS program.**

5.1.2.1.1 The Contractor shall develop, deliver and update the following ILS program plans:

- a. an Integrated Support Plan (ISP) in accordance with CDRL Line Number ILS-100;
- b. a Supply Support Development Plan (SSDP) in accordance with CDRL Line Number ILS-800;
- c. a Training Support Plan (TSP) in accordance with CDRL Line Number ILS-900; and
- d. a Technical Data Plan (TDP) in accordance with CDRL Line Number ILS-1000.

5.1.2.1.2 The Contractor shall conduct the ILS program in accordance with the Approved ILS program plans.

5.1.2.1.3 The Contractor shall develop a schedule of ILS program activities as part of the CMS.

##### 5.1.2.2 ILS-related System Reviews

**Note to drafters: Amend the following list and the subsequent clauses for the System Reviews included in the Contract that are conducted under, or contain elements of, the ILS program.**

5.1.2.2.1 As part of the ILS program, the Contractor shall participate in and/or conduct the following System Reviews in accordance with clause 3.9.4, the clauses for MSRs that are also applicable to the Mission System, and clauses 5.1.2.3 to 5.1.2.10:

- a. MSRs, as follows:
  - (i) SRR, at which both the Mission System and the Support System are addressed;
  - (ii) SDR, at which both the Mission System and the Support System are addressed;
  - (iii) PDR, at which Mission System Supportability and the implications of the Mission System design for the Support System and any major Developmental Support System Components are addressed;
  - (iv) DDR, at which Mission System Supportability and the implications of the Mission System design for the Support System and any major Developmental Support System Components are addressed;
  - (v) Support System Detailed Design Review (SSDDR);
  - (vi) Task Analysis Requirements Review (TARR);
  - (vii) Long Lead Time Items (LLTIs) Review (LLTIR);
  - (viii) Provisioning Preparedness Reviews (PPRs) for Spares and Packaging, Support and Test Equipment (S&TE), and Training Equipment;
  - (ix) Facilities Readiness Reviews (FACRRs);

- (x) Training Readiness Reviews (TNGRRs);
- (xi) TRRs, at which Mission System Supportability and Support System V&V activities are addressed;
- (xii) TXRR, at which Support System Transition requirements are addressed; and
- (xiii) FCAs and PCAs for Support System Components; and

b. Internal System Reviews.

**5.1.2.3 Support System Detailed Design Review**

**5.1.2.3.1** At the completion of the detailed design phase for the Support System, the Contractor shall conduct a MSR, the SSDDR.

**5.1.2.3.2** The Contractor's entry criteria, exit criteria, and objectives for the SSDDR shall include those defined in MSR-CHECKLIST-SSDDR.

**5.1.2.4 Task Analysis Requirements Review**

**5.1.2.4.1** At the completion of task analysis for the SSCCs, undertaken in accordance with clauses 5.2.3 to 5.2.7, the Contractor shall conduct a MSR, the TARR.

**5.1.2.4.2** The Contractor's entry criteria, exit criteria, and objectives for the TARR shall include those defined in MSR-CHECKLIST-TARR.

**5.1.2.5 Long Lead Time Items Review**

**5.1.2.5.1** Prior to procuring any LLTIs, the Contractor shall conduct a MSR, the LLTIR.

**5.1.2.5.2** The Contractor's entry criteria, exit criteria, and objectives for the LLTIR shall include those defined in MSR-CHECKLIST-LLTIR.

**5.1.2.6 Spares Provisioning Preparedness Review**

**5.1.2.6.1** Prior to producing or procuring any Spares and Packaging that are not classified as LLTIs, the Contractor shall conduct a MSR, the SPPR.

**5.1.2.6.2** The Contractor's entry criteria, exit criteria, and objectives for the SPPR shall include those defined in MSR-CHECKLIST-SPPR.

**5.1.2.7 S&TE Provisioning Preparedness Review**

**5.1.2.7.1** Prior to producing or procuring any S&TE that are not classified as LLTIs, the Contractor shall conduct a MSR, the S&TEPPR.

**5.1.2.7.2** The Contractor's entry criteria, exit criteria, and objectives for the S&TEPPR shall include those defined in MSR-CHECKLIST-S&TEPPR.

**5.1.2.8 Training Equipment Provisioning Preparedness Review**

**5.1.2.8.1** Prior to producing or procuring any Training Equipment that is not classified as LLTI, the Contractor shall conduct a MSR, the TEPPR.

**5.1.2.8.2** The Contractor's entry criteria, exit criteria, and objectives for the TEPPR shall include those defined in MSR-CHECKLIST-TEPPR.

**5.1.2.9 Training Readiness Review**

**5.1.2.9.1** After the delivery and, if applicable, installation of all Training Supplies, and prior to the conduct of the related Training course, or a series of courses, the Contractor shall conduct a MSR, the TNGRR.

**5.1.2.9.2** The Contractor's entry criteria, exit criteria, and objectives for the TNGRR shall include those defined in MSR-CHECKLIST-TNGRR.

**5.1.2.10 Facilities Readiness Review**

**5.1.2.10.1** After the implementation of all Facilities requirements identified for delivery and before each Facility or group of Facilities is offered for handover to the Commonwealth, the Contractor shall conduct a MSR, the FACRR.

**5.1.2.10.2** The Contractor's entry criteria, exit criteria, and objectives for the FACRR shall include those defined in MSR-CHECKLIST-FACRR.

## 5.2 Logistic Support Analysis Program (Core)

### 5.2.1 LSA Program Management

5.2.1.1 The Contractor shall conduct the Logistic Support Analysis (LSA) program in accordance with the Approved ISP.

### 5.2.2 Support System Definition

#### 5.2.2.1 Support System Requirements Validation

**Note to drafters: Clause 5.2.2.1 assumes that a Support Concept is included in the OCD. If not, the clause should be amended to include reference to the Support Concept document (in addition to the OCD). The clause will also require amendment if reference to a Contract (Support) is not applicable.**

5.2.2.1.1 The Contractor shall develop and validate a set of requirements for the Support System based on:

- a. the Commonwealth requirements defined in the FPS;
- b. an analysis of the OCD, this SOW, and the Contract (Support) (if applicable) to extract Commonwealth end-user needs and objectives to:
  - (i) ensure that all of the function and performance requirements and constraints for the Support System have been captured; and
  - (ii) ensure that the Mission System and the Support System are able to be operated and supported in accordance with the OCD;
- c. the ADF regulatory / assurance framework applicable to the Support System;
- d. the requirements of government regulatory organisations;
- e. other Defence stakeholder requirements, as facilitated by the Commonwealth Representative; and
- f. the Contractor's domain experience.

5.2.2.1.2 The Contractor shall develop, deliver and update the validated set of requirements for the Support System as the Support System Specification (SSSPEC) in accordance with CDRL Line Number ILS-200.

**Note to drafters: The following clause may be amended to reflect specific requirements with respect to the types of operations expected to be undertaken by the system.**

5.2.2.1.3 The Contractor shall, in the SSSPEC, address the Support System requirements relating to the states of normal peacetime operations, deployed operations, and contingency operations, as described in the OCD.

**Note to drafters: Following the SDR, the SSSPEC is intended to be used as the basis for the remaining Support System design-and-development effort under the Contract.**

5.2.2.1.4 The Contractor shall submit a CCP to establish the SSSPEC as the basis for the SSFBL and hence the basis for the development and Verification of the Support System.

5.2.2.1.5 Prior to each MSR, the Contractor shall propose changes to the OCD that would address any inconsistencies between the OCD and the SSSPEC.

5.2.2.1.6 Where the Contractor proposes to change the OCD in accordance with clause 5.2.2.1.5 the Contractor shall submit a CCP to incorporate the proposed change into the Contract.

### 5.2.2.2 Support System Logical Solution Representations

5.2.2.2.1 The Contractor shall define a validated set of Logical Solution Representations for the Support System that conforms to the Support System requirements.

5.2.2.2.2 The Contractor shall document the defined, validated set of Logical Solution Representations for the Support System as part of the Support System Description (SSDESC).

### 5.2.2.3 Support System Analysis

**Note to tenderers: The potential Support System alternatives, and recommended solutions, are expected to be addressed at the SRR, SDR and SSDDR.**

5.2.2.3.1 The Contractor shall analyse the design of the Support System to identify potential Support System alternatives that meet the SSFBL.

5.2.2.3.2 The Contractor shall analyse the life-cycle benefits, costs and risks associated with each potential Support System alternative to select the alternative that best meets the SSFBL while minimising LCC.

**Note to drafters: The ISP requires the Contractor to describe the trade studies, of Support System alternatives, to be undertaken.**

5.2.2.3.3 The Contractor shall develop, deliver and update a SSDESC, in accordance with CDRL Line Number ILS-210, to document the preferred Support System solution resulting from the alternatives analysed under clauses 5.2.2.3.1 and 5.2.2.3.2.

5.2.2.3.4 The Contractor shall undertake the design, development, implementation and V&V of the Support System, consistent with the description of the Support System set out in the Approved SSDESC.

### 5.2.3 Operating Support Design

5.2.3.1 The Contractor shall identify and analyse the tasks, Support Resources, procedures, and Competencies of Personnel required to operate the Mission System and to enable the Mission System FBL to be satisfied.

5.2.3.2 The Contractor shall, in undertaking the activities under clause 5.2.3.1, develop, deliver and update:

- a. a Task Inventory Report, in accordance with CDRL Line Number ILS-300, to identify the tasks required to operate the Mission System;
- b. a Task Resources Report, in accordance with CDRL Line Number ILS-310, to define the Support Resources required to operate the Mission System.
- c. a Task Procedures Report, in accordance with CDRL Line Number ILS-320, to outline the procedures required to operate the Mission System; and
- d. a Task Personnel Competency Report, in accordance with CDRL Line Number ILS-330, to document the performance needs and the Personnel Competencies required to operate the Mission System.

**Option: For use if an LSAR is being developed under the Contract.**

5.2.3.3 The Contractor shall update the LSAR to document the analysis of operating tasks and to inform the reports required for delivery under clause 5.2.3.1 and clause 5.2.3.2.

### 5.2.4 Engineering Support Design

**Note: Many engineering tasks will be generic procedures and not assigned to individual items.**

5.2.4.1 The Contractor shall identify and analyse the tasks, Support Resources, procedures, and Personnel Competencies required to provide Engineering Support for the Mission System and Support System Components, and to enable the SSFBL to be satisfied.

5.2.4.2 The Contractor shall, in undertaking the activities under clause 5.2.4.1, develop, deliver and update:

- a. a Task Inventory Report, in accordance with CDRL Line Number ILS-400, to identify the Engineering tasks required to provide Engineering Support;
- b. a Task Resources Report, in accordance with CDRL Line Number ILS-410, to define the Support Resources required for each identified Engineering Support task;
- c. a Task Procedures Report, in accordance with CDRL Line Number ILS-420, to outline the procedures for performing each identified Engineering Support task; and
- d. a Task Personnel Competency Report, in accordance with CDRL Line Number ILS-430, to document the performance needs and the Personnel Competencies required to perform each identified Engineering Support task.



**5.2.4.3** The Contractor shall develop, deliver and update a Software Support Plan in accordance with CDRL Line Number ILS-440.

**5.2.5 Maintenance Support Design**

**5.2.5.1** The Contractor shall identify and analyse the tasks, Support Resources, procedures, and the Personnel Competencies that are required to maintain the Mission System and Support System Components, and to enable the Mission System FBL and SSFBL to be satisfied.

**5.2.5.2** Unless otherwise agreed by the Commonwealth Representative, in writing, the scope of Maintenance task analysis performed under clause 5.2.5.1 shall include:

- a. all Materiel System components that meet the Candidate Item criteria, as defined in the Approved ISP;
- b. all Corrective Maintenance tasks applicable to the Candidate Items, for all levels of Maintenance, including damage repairs that are reasonably foreseeable in the context of the operating environments described in the OCD;
- c. all Preventive Maintenance tasks, for all levels of Maintenance, applicable to the Candidate Items; and
- d. optimisation and allocation of the Maintenance tasks, to be performed by the Commonwealth, Contractor (Support) and Subcontractors (Support), to levels of Maintenance and, when applicable, specific locations.

**5.2.5.3** To identify and analyse Corrective Maintenance tasks, the Contractor shall undertake a Failure Mode, Effects and Criticality Analysis (FMECA) in accordance with the Approved ISP and the Approved IRMTP.

**Note to drafters: The RCM logic model may need to be specified for ADF regulatory / assurance and certification requirements. If necessary, amend the following clause to specify the standard (eg, MIL-STD-2173, MSG-3 or other) for the required RCM logic model.**

**5.2.5.4** To identify and analyse Preventive Maintenance tasks, the Contractor shall undertake Reliability Centred Maintenance (RCM) analysis in accordance with the Approved ISP and the Approved IRMTP.

**5.2.5.5** To allocate Maintenance tasks to the optimal levels / locations for Maintenance, the Contractor shall undertake a Level of Repair Analysis (LORA) in accordance with the Approved ISP.

**5.2.5.6** Where the Contractor intends to use existing data within the Maintenance task analysis (eg, in relation to failure modes, arising rates, material degradation, and so on), the Contractor shall assess the validity of the data for the intended configuration, role and environment of the Materiel System, as described in the OCD, and document any assumptions and adjustments made to that data.

**5.2.5.7** The Contractor, in undertaking the activities under clauses 5.2.5.1 to 5.2.5.6, shall develop, deliver and update:

- a. a Task Inventory Report, in accordance with CDRL Line Number ILS-500, to identify the Corrective Maintenance tasks and Preventive Maintenance tasks for each Candidate Item, as applicable;
- b. a FMECA Report, in accordance with CDRL Line Number ILS-540, to document the analysis of Corrective Maintenance tasks for each Candidate Item;
- c. a RCM Analysis Report, in accordance with CDRL Line Number ILS-550, to document the analysis of Preventive Maintenance tasks for each Candidate Item;
- d. a Task Resources Report, in accordance with CDRL Line Number ILS-510, to define the Support Resources required for each identified Maintenance task;
- e. a LORA Report, in accordance with CDRL Line Number ILS-560, to document the optimised Maintenance levels / locations for the performance of Maintenance tasks for each Candidate Item (ie, the repair policies);
- f. a Task Procedures Report, in accordance with CDRL Line Number ILS-520, to outline the procedures for performing each identified Maintenance task; and

- g. a Task Personnel Competency Report, in accordance with CDRL Line Number ILS-530, to document the performance needs and the Personnel Competencies required to perform each identified Maintenance task.

**Option: For use if an LSAR is being developed under the Contract.**

**5.2.5.8** The Contractor shall update the LSAR to document the Maintenance tasks and to inform the reports required for delivery under clause 5.2.5.7.

## **5.2.6 Supply Support Design**

**5.2.6.1** The Contractor shall identify and analyse the tasks, Support Resources, procedures, and Personnel Competencies required to provide Supply Support for the Mission System and Support System Components, and to enable the Mission System FBL and SSFBL to be satisfied.

**5.2.6.2** Unless otherwise agreed by the Commonwealth Representative, in writing, the scope of Supply Support task analysis performed by the Contractor under clause 5.2.6.1 shall include those Supply Support tasks undertaken by the Commonwealth, Contractor (Support), Subcontractors (Support), and Associated Parties providing support.

**5.2.6.3** The Contractor shall, in undertaking the activities under clauses 5.2.6.1 to 5.2.6.2, develop, deliver and update:

- a. a Task Inventory Report, in accordance with CDRL Line Number ILS-600, to identify the Supply Support tasks for each Candidate Item;
- b. a Task Resources Report, in accordance with CDRL Line Number ILS-610, to define the Support Resources required for each identified Supply Support task;
- c. a Task Procedures Report, in accordance with CDRL Line Number ILS-620, to outline the procedures for performing each identified Supply Support task; and
- d. a Task Personnel Competency Report, in accordance with CDRL Line Number ILS-630, to document the performance needs and the Personnel Competencies required to perform each identified Supply Support task.

**Option: For use if an LSAR is being developed under the Contract.**

**5.2.6.4** The Contractor shall update the LSAR to document the Supply Support tasks and to inform the reports required for delivery under clause 5.2.6.3.

**5.2.6.5** The Contractor shall develop, deliver and update a Disposal Plan in accordance with CDRL Line Number ILS-640 to define the disposal requirements for the Supplies.

## **5.2.7 Training Support Design**

**Note to drafters: Select TSP or ISP in the clauses below, as appropriate.**

**5.2.7.1** The Contractor shall analyse the Training (including assessment) requirements, for the development of Personnel Competencies that will enable the Mission System FBL and SSFBL to be satisfied, in accordance with the following references (as tailored by the Approved [...INSERT 'ISP' or 'TSP'...]):

- a. the 'Analyse Phase' section of the Defence Learning Manual, Chapter 4, Systems Approach to Defence Learning (SADL) Practitioner's Guide, in relation to the required deliverable data items; and

**Note to drafters: Insert references to sections within Service Training manuals. As these manuals include Commonwealth-only activities, whole manuals should not be listed.**

- b. [...INSERT APPLICABLE SERVICE TRAINING MANUAL AND SECTION...].

**Note to drafters: The following clause and defined terms may be modified to the specific needs of the project.**

**5.2.7.2** As part of identifying Training requirements under clause 5.2.7.1, the Contractor shall consider requirements for:

- a. Introduction into Service Training;
- b. Sustainment Training;

- c. Conversion Training;
- d. Continuation Training; and
- e. train-the-trainer Training.

**5.2.7.3** The Contractor shall develop, deliver and update a Performance Needs Analysis Report (PNAR) in accordance with CDRL Line Number ILS-700, which documents the performance needs and Training requirements defined under clauses 5.2.7.1 and 5.2.7.2.

**5.2.7.4** The Contractor shall develop, deliver and update a Training Requirements Specification (TRS), in accordance with CDRL Line Number ILS-705, for each course with an identified development requirement in the Approved PNAR.

**5.2.7.5** The Contractor shall include the Approved TRS(s) into the SSFBL.

**5.2.7.6** The Contractor shall identify and analyse the tasks, Support Resources, procedures, and Personnel Competencies required to provide Training Support and to implement and maintain the Training courses identified in the Approved PNAR, and to enable the Mission System FBL and SSFBL to be satisfied.

**5.2.7.7** The Contractor shall, in undertaking the activities under clause 5.2.7.6, develop, deliver and update;

- a. a Task Inventory Report, in accordance with CDRL Line Number ILS-710, to identify the Training Support tasks required to provide Training Support;
- b. a Task Resources Report, in accordance with CDRL Line Number ILS-720, to define the Support Resources required for each identified Training Support task;
- c. a Task Procedures Report, in accordance with CDRL Line Number ILS-730, to outline the procedures for performing each identified Training Support task; and
- d. a Task Personnel Competency Report, in accordance with CDRL Line Number ILS-740, to document the performance needs and the Personnel Competencies required to perform each identified Training Support task.

## **5.2.8 Support System Synthesis**

### **5.2.8.1 General**

**5.2.8.1.1** For the purposes of this clause 5.2.8, the Commonwealth will consider that the Support Resources of Spares, Packaging, Training Equipment, S&TE, Technical Data, Facilities, and Personnel, and Training solutions, have been optimised when the Contractor has demonstrated that its solution for the Mission System and Support System:

- a. meets the requirements of the Mission System FBL and the SSFBL;
- b. minimises LCC, in accordance with the Approved LCCMP and the respective plans for the Support Resources; and
- c. meets the other requirements of the Contract,

when both the Mission System and the Support System are operated and supported in accordance with the OCD.

### **5.2.8.2 Spares**

**Note to drafters: Select the applicable governing plan for the following clauses, depending on the use or not of a separate SSDP.**

**5.2.8.2.1** The Contractor shall conduct, in accordance with the Approved [...INSERT 'SSDP' or 'ISP'...], an analysis of the range and quantity of Spares identified for each of the SSCCs to define the optimal range and quantity of Spares required to meet the SSFBL.

**Note to drafters: OPUS10 is specified below as the preferred Spares-optimisation tool. If a preferred tenderer proposes an alternative in its tender response, the project team should assess the alternative and discuss the matter during pre-contract work or negotiations. If the tool is considered suitable, the following clause may be amended.**

**5.2.8.2.2** The Contractor shall, in conducting the analysis under clause 5.2.8.2.1, use the Spares-optimisation software package, OPUS10 (or an alternative Approved by the Commonwealth Representative) to develop a Spares-optimisation model of the Mission

System and the Support System in accordance with the Approved [...INSERT 'SSDP' or 'ISP'...].

- 5.2.8.2.3** If the Contractor produces a Spares-optimisation model (or part thereof) using software packages other than the package specified in clause 5.2.8.2.2, the Contractor shall provide all necessary programs, licenses, and Training to enable the Commonwealth to efficiently access and manipulate the Spares-optimisation model as required.
- 5.2.8.2.4** The Contractor shall develop, deliver and update a Recommended Spares Provisioning List (RSPL) in accordance with CDRL Line Number ILS-810, which defines the optimised range and quantity of Spares.
- 5.2.8.2.5** The Contractor shall submit a CCP to incorporate into Attachment C the Spares identified in the Approved RSPL that are required by the Commonwealth.

**Note to drafters: If Spares are to be included in the Supplies, a NTE price for Spares is to be requested in TDR D-1, for eventual transfer to Annex D to Attachment B (Specific Prices and Not-To-Exceed Prices). Once Approved, the RSPL is added (by CCP) to the Price Schedule, at Annex A to Attachment B.**

- 5.2.8.2.6** Excluding Spares procured in accordance with clause 5.3.2.1.4, if any, the maximum price for all Spares purchased by the Commonwealth shall be no greater than the Not-To-Exceed (NTE) price for Spares identified in Annex G to Attachment B.

### **5.2.8.3 Packaging**

- 5.2.8.3.1** The Contractor shall conduct, in accordance with the Approved [...INSERT 'SSDP' or 'ISP'...], an analysis of the Packaging needs for each of the SSCCs to define the optimal range and quantity of Packaging required to meet the SSFBL. Packaging includes any Packaging used for initial delivery under clause 2.2, and subsequently used to enable the SSFBL to be met (eg, special-to-type Packaging for deployments or storage on-board a platform, such as a ship).
- 5.2.8.3.2** The Contractor shall develop, deliver and update a Packaging Provisioning List (PACKPL), in accordance with CDRL Line Number ILS-820, which defines the optimised range and quantity of Packaging.

**Note to drafters: Packaging as a Supply (ie, special-to-type, for in-service use) is covered in the Contract Price. If an NTE price is preferred, this will need to be added to TDR D-1 for eventual transfer to Annex D to Attachment B (Specific Prices and Not-To-Exceed Prices). Also add a clause for NTE Prices, for STT Packaging, based on clause 5.2.8.2.6.**

- 5.2.8.3.3** The Contractor shall submit a CCP to incorporate the Approved PACKPL into the Price Schedule at Annex A to Attachment B.

### **5.2.8.4 Training**

**Note to drafters: Select TSP or ISP in the clauses below, as appropriate.**

- 5.2.8.4.1** The Contractor shall conduct Training design activities in accordance with the following references, as tailored by the Approved [...INSERT 'TSP' or 'ISP'...];
- a. the 'Design Phase' section of the SADL Practitioner's Guide, in relation to the required deliverable data items; and

**Note to drafters: Insert references to sections within Service-specific Training manuals, if applicable. As these manuals include Commonwealth-only activities, whole manuals should not be listed.**

- b. [...INSERT APPLICABLE SERVICE TRAINING MANUAL AND SECTION...].

- 5.2.8.4.2** The Contractor shall conduct, in accordance with the Approved [...INSERT 'TSP' or 'ISP'...], an analysis of the types and quantities of Training, Training Equipment and Training Materials in order to define the optimal range and quantity of Training, Training Equipment and Training Materials required to meet the SSFBL.

- 5.2.8.4.3** The Contractor shall develop, deliver and update a Draft Learning Management Package (Draft LMP), in accordance with CDRL Line Number ILS-910 and the Approved [...INSERT 'TSP' or 'ISP'...], for each course identified within the Approved PNAR as requiring development.

- 5.2.8.4.4** The Contractor shall develop, deliver and update a Training Materials List (TML) in accordance with CDRL Line Number ILS-930, as a consolidated list of Training Materials from all Draft LMPs, and modified and existing Learning Management Packages (LMPs) needed in order to meet the SSFBL.
- 5.2.8.4.5** The Contractor shall develop, deliver and update a Training Equipment List (TEL) in accordance with CDRL Line Number ILS-940, which defines the optimised types and quantities of Training Equipment that spans all of the Training needed in order to meet the SSFBL.
- 5.2.8.4.6** The Contractor shall submit a CCP to incorporate the Approved TEL into the Price Schedule at Annex A to Attachment B.

**Note to drafters: If Training Equipment will be included in the Supplies, an NTE price for Training Equipment is to be requested in TDR D-2, for eventual transfer to Annex D to Attachment B.**

**Note to tenderers: The price of Training Materials is included in the Contract Price for Technical Data while Training Equipment is subject to a NTE price set out in Attachment B.**

- 5.2.8.4.7** Excluding Training Equipment procured in accordance with clause 5.3.4.8, if any, the maximum price for all Training Equipment purchased by the Commonwealth shall be no greater than the NTE price for Training Equipment identified in Annex D to Attachment B.

#### **5.2.8.5 Technical Data**

- 5.2.8.5.1** The Contractor shall conduct a Technical Data requirements analysis in accordance with the Approved [...INSERT 'TDP' or 'ISP'...], to define the optimal range and quantity of Technical Data required for each of the SSCCs in order to meet the SSFBL.
- 5.2.8.5.2** The Contractor shall develop, deliver and update a Support System Technical Data List (SSTD) in accordance with CDRL Line Number ILS-1010.
- 5.2.8.5.3** The Contractor shall develop, deliver and update a Data Accession List (DAL) in accordance with CDRL Line Number ILS-1020.
- 5.2.8.5.4** If the Commonwealth Representative requests, in writing, to view an item of Technical Data identified in the DAL, the Contractor shall provide the Commonwealth with reasonable access to the requested Technical Data, in order to view the item within the period set out in the request or as otherwise agreed between the parties.
- 5.2.8.5.5** If, having viewed the item of Technical Data requested under clause 5.2.8.5.4, the Commonwealth or the Contractor determine that the item is required:
- a. to better understand the Contractor's solution or activities under the Contract (eg, preliminary design documentation used to inform a MSR or analysis data that underpins Contractor recommendations); or
  - b. to meet the requirements of the SSFBL;
- the Contractor shall include that item of Technical Data in the next update to the relevant elements of the MTDI.
- 5.2.8.5.6** If the Commonwealth requires delivery of an item of Technical Data identified in the DAL, and the item of Technical Data is not required pursuant to clause 5.2.8.5.5:
- a. the Commonwealth may request, in writing, delivery of that item of Technical Data;
  - b. the Contractor shall, if necessary and subject to agreement between the parties, submit a CCP (eg, if required to update the TDSR Schedule) to incorporate the required Technical Data into the Contract; and
  - c. the Contractor shall deliver the item of Technical Data as directed by the Commonwealth.

**Option: If the Contract includes escrow (clause 5.19 of the COC), include the following clause.**

- 5.2.8.5.7** If the Commonwealth determines that an item of Technical Data identified in the SSTD should be placed into escrow, the Contractor shall submit a CCP to amend Annex E to the TDSR Schedule and prepare an amendment to the Escrow Agreement to add the new Escrow Item.

**5.2.8.6 Support and Test Equipment**

- 5.2.8.6.1** The Contractor shall conduct, in accordance with the Approved ISP, an analysis of the range and quantity of S&TE identified for each of the SSCCs to define the optimal range and quantity of S&TE required to meet the SSFBL.
- 5.2.8.6.2** The Contractor shall develop, deliver and update an S&TE Provisioning List (S&TEPL) in accordance with CDRL Line Number ILS-1110, which defines the optimised range and quantity of S&TE.
- 5.2.8.6.3** The Contractor shall submit a CCP to incorporate the Approved S&TEPL into the Price Schedule at Annex A to Attachment B.

**Note to drafters: If S&TE is to be included in the Supplies, a NTE price for S&TE is to be requested in TDR D-2, for eventual transfer to Annex D to Attachment B (Specific Prices and Not-To-Exceed Prices).**

- 5.2.8.6.4** Excluding S&TE procured in accordance with clause 5.3.5.5, if any, the maximum price for all S&TE purchased by the Commonwealth shall be no greater than the NTE price for S&TE identified in Annex D to Attachment B.

**5.2.8.7 Facilities (Optional)**

- 5.2.8.7.1** The parties acknowledge that the scope of the Facilities requirements analysis and the Facilities Requirements Analysis Report (FRAR) will be dependent upon the Facilities required for the operation, support and management of the Materiel System, including, as applicable:
- a. the future use of existing Facilities;
  - b. new or modified Facilities to be provided to the Commonwealth as Supplies;
  - c. new or modified Facilities to be implemented by the Commonwealth in accordance with the requirements identified in the Approved FRAR; and
  - d. new or modified Facilities to be implemented by the Contractor as part of a Mission System (eg, as part of a distributed capability) or as part of the Support System (eg, to enable the Contract (Support)), but which do not constitute Supplies.

**Note to drafters: The Commonwealth's requirement for visibility into Facilities that will be used for the Contract (Support) will be dependent upon the criticality of, and risk associated with, those Facilities. The requirement for these Facilities will also be summarised in the SSDESC.**

- 5.2.8.7.2** The Contractor shall conduct, in accordance with the Approved ISP, an analysis of the types and quantities of Facilities and Facilities works for each of the SSCCs to define the optimal range and quantity of Facilities required to meet the SSFBL.
- 5.2.8.7.3** The Contractor shall develop, deliver and update a FRAR, in accordance with CDRL Line Number ILS-1210, which defines the optimised types and quantities of Facilities.

**Note to drafters: Where multiple Facilities are likely to be built / modified, the following clause may be modified to include subclauses or a table.**

- 5.2.8.7.4** The Contractor acknowledges that in order to meet the requirements of the SSFBL the Facilities known as [...INSERT DESCRIPTION...], to be located on [...INSERT DEFENCE ESTABLISHMENT...], will be built or modified by the Commonwealth using the information in the Approved FRAR and the Contractor's advice under clause 5.3.6.2.

**5.2.8.8 Personnel**

- 5.2.8.8.1** The Contractor shall conduct, in accordance with the Approved ISP, an analysis of the types and quantities of Personnel identified for each of the SSCCs to define the optimal types and quantities of Personnel required to meet the SSFBL.
- 5.2.8.8.2** The Contractor shall develop, deliver and update a Personnel Resource Requirements List, in accordance with CDRL Line Number ILS-1310, which defines the optimised types (eg, trades, categories and skill levels) and quantities of Personnel.

### 5.3 Support System Implementation (Core)

**Note to drafters: Outputs of the LSA program identify all Support Resources (ie, for the Commonwealth, Contractor (Support) and Subcontractors (Support)) for the Support System. In addition to Training, clause 5.3 identifies a subset of those Support Resources, namely:**

- a. **Support Resources that are delivered to the Commonwealth as Supplies; and**
- b. **Support Resources that are not Supplies but which are considered to be of such significance to the Commonwealth that visibility of their implementation is required.**

#### 5.3.1 General

**5.3.1.1** The Contractor acknowledges that Support Resources and Training to Personnel need to be provided to the Commonwealth in sufficient time to enable the Commonwealth to integrate the Support Resources into the existing Commonwealth infrastructure before Support System Validation may be undertaken.

**5.3.1.2** The Contractor acknowledges that the implementation of that part of the Support System that will be provided by the Contractor (Support) and the Subcontractors (Support) will need to be undertaken in sufficient time to enable Support System Validation to occur.

#### 5.3.2 Implementation of Spares and Packaging Requirements

##### 5.3.2.1 Spares

**5.3.2.1.1** In accordance with the Approved [...INSERT 'SSDP' or 'ISP'...], the Contractor shall manufacture or acquire, as applicable, the Spares identified for delivery to the Commonwealth in the Approved RSPL.

**5.3.2.1.2** The Contractor shall deliver the Spares to the locations detailed in the Approved RSPL.

**Option: This clause is only required if the Commonwealth requires the flexibility to procure Spares, under this Contract, that are required for in-service contractor support.**

**5.3.2.1.3** The Contractor acknowledges that selected Spares, which would otherwise be Contractor-furnished Spares under the Contract (Support), may be considered by the Commonwealth Representative to be cost-effective for the Commonwealth to own. Such Spares will be procured by the Commonwealth (through clause 5.3.2.1.4 or other means determined by the Commonwealth) and provided to the Contractor (Support).

**5.3.2.1.4** At any time prior to Final Acceptance, the Commonwealth Representative may identify additional Spares requirements. Upon request, the Contractor shall update the RSPL and submit a CCP to incorporate the additional Spares into Annex A to Attachment B, at a price per item that is not greater than that set out in the Approved RSPL.

**5.3.2.1.5** The Contractor shall deliver the additional Spares, requested under clause 5.3.2.1.4, in accordance with Attachment C and the Approved RSPL.

##### 5.3.2.2 Packaging

**5.3.2.2.1** In accordance with the Approved [...INSERT 'SSDP' or 'ISP'...], the Contractor shall design and develop or acquire, as applicable, the Packaging identified for delivery to the Commonwealth in the Approved Packaging Provisioning List (PACKPL).

**5.3.2.2.2** Unless otherwise agreed in writing by the Commonwealth Representative, all Packaging delivered to the Commonwealth as Supplies shall comply with DEF(AUST)1000C.

**5.3.2.2.3** The Contractor shall deliver items of Packaging to the locations detailed in the Approved PACKPL.

### 5.3.3 Implementation of Technical Data Requirements

**Note to drafters: Clause 5.3.3 covers all deliverable Technical Data associated with the SSFBL. In this context, 'delivery' means the item is deliverable:**

- a. to the Commonwealth (eg, in accordance with the CDRL and the Approved SSTDL);
- b. into escrow (noting that delivery into escrow is considered as part of the delivery to the Commonwealth, but is separately identified for clarity); and
- c. to other organisations that will provide support to the Materiel System (eg, Contractor (Support) and Subcontractors (Support), and the Contractor and Subcontractors when these entities will have support responsibilities).

#### 5.3.3.1 General

**5.3.3.1.1** The Contractor shall create, develop or acquire, as applicable, the Technical Data identified in the Approved SSTDL, in accordance with the Approved TDP.

**5.3.3.1.2** The Contractor shall deliver all items of Technical Data identified in the Approved SSTDL in accordance with the Approved SSTDL.

**5.3.3.1.3** Subject to clause 5.13 of the COC, if an item of Technical Data identified in the Approved SSTDL is not identified for delivery to the Commonwealth, the Commonwealth Representative may request, by notice, a copy of that item of Technical Data for delivery to the Commonwealth.

#### 5.3.3.2 Publications

**Note to drafters: The Publications Tree (from the MTDI) should be an outcome of the Contractor undertaking a Technical Data requirements analysis in accordance with the Approved TDP.**

**5.3.3.2.1** The Contractor shall develop, deliver and update a Publications Tree, in accordance with CDRL Line Number ILS-1030, which identifies all of the publications or parts thereof relating to the Mission System and Support System, including:

- a. new publications that are to be developed;
- b. existing Contractor, Subcontractor or third party publications that are to be amended; and
- c. existing Commonwealth publications that are to be amended.

**Note to drafters: The project team should consider, as part of its Technical Data requirements analysis, whether or not certain publications (eg, deeper maintenance publications) should be placed in escrow (ie, delivered to an escrow agent) if not delivered to the Commonwealth.**

**5.3.3.2.2** In accordance with CDRL Line Number ILS-1040, the Contractor shall develop and deliver publications packages to the locations detailed in the Approved Publications Tree, including the publications and the amendments to the existing Commonwealth publications, which are identified in the Approved Publications Tree.

**Note to drafters: Amend the following clause to incorporate any Service-specific standards applicable to the development of publications. System / project-specific business rules for DEF(AUST)IPS-5630 should be included in the Specifications at Annex A.**

**5.3.3.2.3** The Contractor shall develop all publications in accordance with:

- a. the applicable requirements in the SSFBL; and
- b. the following references tailored by the Approved TDP:
  - (i) the standards and business rules identified in DID-ILS-TDATA-TDP and DID-ILS-TDATA-PUBPACK; and
  - (ii) [...INSERT APPLICABLE SERVICE PUBLICATIONS MANUAL AND SECTION...].

**5.3.3.2.4** The Contractor shall, in accordance with the Approved TDP (and applicable V&V program plans), Verify and Validate that all publications for delivery under 5.3.3.2.2 are accurate, grammatically correct, technically correct, and suitable for use.



**5.3.3.3 Codification Data (Core)**

**Note to drafters: In accordance with Defence policy, these clauses require items to be identified in accordance with Appendix 1 to NATO Standardisation Agreement (STANAG) 4177. These clauses should not be removed or changed without the agreement of the NCB representatives within CASG.**

- 5.3.3.3.1** The Contractor shall develop and update Codification Data in accordance with CDRL Line Number ILS-1050, for all Supplies that are not data or Software (except for any manuals or Software that are specifically required to be codified), or services.
- 5.3.3.3.2** The Contractor shall deliver, or shall ensure the delivery of, Codification Data to the delivery location specified in CDRL Line Number ILS-1050, unless another delivery location is agreed in writing between the parties.
- 5.3.3.3.3** The Contractor acknowledges that Codification Data will be retained by the Australian National Codification Bureau (NCB) and may be retained by other NCBs for Codification and associated NCB functions.
- 5.3.3.3.4** If elements of Codification Data are provided to the Commonwealth:
- a. only for the purpose of Codification, those elements of Codification Data will only be used in accordance with this clause 5.3.3.3; or
  - b. for a purpose that is in addition to Codification, those elements of Codification Data will be subject to the requirements of clause 5 of the COC and this clause 5.3.3.3.
- 5.3.3.3.5** The Contractor shall include the relevant terms of this clause 5.3.3.3 in all Subcontracts, as necessary to ensure the provision of Codification Data to the Commonwealth and other NCBs.

**5.3.3.4 Logistic Support Analysis Record (Optional)**

**Note to drafters: If an LSAR is not required (in any form), the clauses below should be replaced with 'Not used'. Drafters should also remove other references to the LSAR from the SOW.**

**Select, and modify if necessary, one of the three optional clauses for an LSAR or an alternative Approved by the Commonwealth. Option A is a compliant LSAR, Option B allows the exchange of data from a non-compliant system to a Commonwealth LSAR, while Option C allows for the delivery of logistics data in an alternative format.**

**Option A: For use if the Contractor utilises a compliant LSAR.**

- 5.3.3.4.1** The Contractor shall develop, deliver and update a LSAR, which is compliant with the data-capture, reporting and data-transfer requirements of DEF(AUST)5692.

**Option B: For use if the Contractor utilises a non-compliant LSAR, but exchange of data to a Commonwealth-compliant LSAR is required.**

- 5.3.3.4.2** The Contractor shall develop, deliver and update an information system that provides for the transfer of LSA data in an exchange format compliant with the table relationships and data transfer requirements of DEF(AUST)5692.

**Option C: For use if the Contractor utilises a custom LSA data depository, which is not required to comply with, or transfer data to, a Commonwealth-compliant LSAR.**

- 5.3.3.4.3** The Contractor shall develop, deliver and update an information system that provides for the transfer of LSA data to the Commonwealth in accordance with [...INSERT APPROVED FORMAT...].

- 5.3.3.4.4** The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the LSAR for the period of the Contract.

**Note to drafters: The related CDRL Line has multiple deliveries, for progressive review by the Commonwealth and a final delivery, even when the Contractor will provide access via a DMS.**

**Option A: For use if the Contractor utilises a compliant LSAR or a non-compliant LSAR for which exchange of data to a Commonwealth-compliant LSAR is required.**

**5.3.3.4.5** The Contractor shall deliver compliant LSAR data transfer files to the Commonwealth in accordance with CDRL Line Number ILS-1060.

**Option B: For use if the Contractor utilises a custom LSA data depository, which is not required to comply with, or transfer data to, a Commonwealth-compliant LSAR.**

**5.3.3.4.6** The Contractor shall deliver data transfer files in the approved format, under clause 5.3.3.4.3, to the Commonwealth in accordance with CDRL Line Number ILS-1060.

**5.3.3.4.7** The Contractor shall provide all necessary programs, licenses, and training to enable the Commonwealth to efficiently access and manipulate the LSA data depository as required.

**5.3.3.4.8** The Contractor shall ensure that the LSAR is populated with up-to-date data, consistent with the developmental status of both the Mission System and Support System.

### **5.3.3.5 Escrow (Optional)**

**5.3.3.5.1** The Contractor shall:

- a. develop and implement management functions, systems and procedures for the placement and maintenance of Escrow Items;
- b. ensure that Escrow Items are delivered to the Escrow Agent at its premises in Australia in accordance with the Contract and the Escrow Agreement; and
- c. ensure that the configuration of the Escrow Items is maintained consistent with the configuration of the Supplies held by the Commonwealth.

### **5.3.4 Implementation of Training and Training Support Requirements**

**Note to drafters: If the project requires a significant end item of Training Equipment, such as a Mission System simulator that requires development, this item may be better treated as another Mission System (and not covered under these Training clauses). To designate an item as a Mission System, it needs to be included in the Glossary definition of Mission System and identified in clause 2.1, Scope Of Work.**

**The following clauses may be used to incorporate sections of the applicable manuals for Training development. Select TSP or ISP as appropriate.**

**5.3.4.1** The Contractor shall develop all Training Materials in accordance with the following references, tailored by the Approved [...INSERT 'TSP' or 'ISP'...]:

- a. the 'Develop Phase' section of the SADL Practitioner's Guide, as applicable to the deliverable data items; and
- b. [...INSERT APPLICABLE SERVICE TRAINING MANUAL AND SECTION...].

**5.3.4.2** The Contractor shall develop or acquire, as applicable, all Training Materials necessary to implement the Training courses described in each Approved Draft LMP.

**5.3.4.3** The Contractor shall develop, deliver and update a LMP (ie, complete), in accordance with CDRL Line Number ILS-920 and the Approved [...INSERT 'TSP' or 'ISP'...], for each new, modified or existing Training course needed to meet the requirements of the SSFBL.

**5.3.4.4** The Contractor shall design and develop or acquire, as applicable, the Training Equipment identified for delivery to the Commonwealth in the Approved TEL.

**5.3.4.5** The Contractor shall deliver Training Equipment to the locations detailed in the Approved TEL.

**Note to tenderers: V&V of Training Equipment is addressed in the V&V clause.**

**5.3.4.6** The Contractor shall install, in accordance with the Approved [...INSERT 'TSP' or 'ISP'...], any Training Equipment that needs to be installed into Commonwealth Facilities, as detailed in the Approved TEL.

**Option: This clause is only required if the Commonwealth requires the flexibility to procure Training Equipment, under this Contract, that are required for in-service contractor support.**

**5.3.4.7** The Contractor acknowledges that selected items of Training Equipment, which would otherwise be Contractor-furnished Training Equipment to enable the Contractor (Support) to meet its obligations under the Contract (Support), may be considered by the Commonwealth Representative to be cost-effective for the Commonwealth to own. Such Training Equipment will be procured by the Commonwealth (through clause 5.3.4.8 or other means determined by the Commonwealth) and provided to the Contractor (Support).

**5.3.4.8** At any time prior to Final Acceptance, the Commonwealth Representative may identify additional Training Equipment requirements. Upon request, the Contractor shall update the TEL and submit a CCP to incorporate the additional Training Equipment into Attachment C, at a price per item that is not greater than that set out in the Approved TEL.

**5.3.4.9** The Contractor shall deliver the additional Training Equipment, requested under clause 5.3.4.8, in accordance with Attachment C and the Approved TEL.

**Option: Include when CBT solutions are to be delivered under the Contract.**

**5.3.4.10** The Contractor shall, in accordance with CDRL Line Number ILS-950, design and develop or acquire, as applicable, the Computer-Based Training (CBT) materials identified in the Approved TML.

**5.3.4.11** The Contractor shall, in accordance with CDRL Line Number ILS-950, deliver CBT materials to the locations detailed in the Approved TML.

**5.3.4.12** The Contractor shall conduct the TNGRR(s) in accordance with clause 5.1.2.9.

**Note to drafters: Insert locations for Contractor-provided Training (eg, for trial courses and conversion Training) with details of the numbers and skill sets of Personnel at each location.**

**5.3.4.13** Unless agreed otherwise in the Approved [...INSERT 'TSP' or 'ISP'...], the Contractor shall provide Training at the following locations:

Location	Skill set / level	Number of Learners
[...INSERT LOCATION...]	[...INSERT SKILL SET / LEVEL...]	[...INSERT NUMBER...]
[...INSERT LOCATION...]	[...INSERT SKILL SET / LEVEL...]	[...INSERT NUMBER...]

**5.3.4.14** The Contractor shall schedule, prepare for and deliver, in accordance with the Approved [...INSERT 'TSP' or 'ISP'...]:

- a. trial courses, for all new and significantly modified Training courses; and
- b. other Training courses, as required for Introduction into Service Training.

**5.3.4.15** The Contractor shall integrate Training review reports and evaluation activities with the V&V program, in accordance with the Approved [...INSERT 'TSP' or 'ISP'...].

**5.3.5 Implementation of Support and Test Equipment Requirements**

**5.3.5.1** The Contractor shall design and develop or acquire, as applicable, the S&TE identified for delivery to the Commonwealth in the Approved S&TEPL.

**5.3.5.2** The Contractor shall deliver S&TE to the locations detailed in the Approved S&TEPL.

**Note to tenderers: V&V of S&TE is addressed in the V&V clause.**

**5.3.5.3** The Contractor shall install, in accordance with the Approved ISP, any S&TE that needs to be installed in Commonwealth Facilities, as detailed in the Approved S&TEPL.

**Option: This clause is only required if the Commonwealth requires the flexibility to procure S&TE, under this Contract, that are required for in-service contractor support.**

**5.3.5.4** The Contractor acknowledges that selected items of S&TE, which would otherwise be Contractor-furnished S&TE to enable the Contractor (Support) to meet its obligations under the Contract (Support), may be considered by the Commonwealth Representative to be cost-effective for the Commonwealth to own. Such S&TE will be procured by the Commonwealth (through clause 5.3.5.5 or other means determined by the Commonwealth) and provided to the Contractor (Support).

**5.3.5.5** At any time prior to Final Acceptance the Commonwealth Representative may identify additional S&TE requirements. Upon request, the Contractor shall update the S&TEPL and submit a CCP to incorporate the additional S&TE into Attachment C, at a price per item that is not greater than that set out in the Approved S&TEPL.

**5.3.5.6** The Contractor shall deliver the additional S&TE, requested under clause 5.3.5.5, in accordance with Attachment C and the Approved S&TEPL.

### **5.3.6 Implementation of Facilities Requirements (Optional)**

**Note to drafters: SEG normally contract separately to construct or modify Commonwealth Facilities, which should be informed by the FRAR (or a tendered draft). Nevertheless, if the Contractor will be required to build/modify Commonwealth Facilities it is recommended that the project office seeks, in the RFT, for tenderers to accept responsibility for the development and delivery of Facilities. If this approach is not adopted, the following clauses will require amendment or deletion.**

**Note to tenderers: V&V of Facilities is addressed in the V&V clause.**

**5.3.6.1** In accordance with the Approved ISP and the Approved FRAR, the Contractor shall design, develop, construct, modify, fit-out, and commission those Facilities identified for delivery to the Commonwealth by the Contractor in the Approved ISP.

**5.3.6.2** The Contractor shall support the Commonwealth's development of those Facilities identified in the Approved ISP and the Approved FRAR as a Commonwealth responsibility to construct or modify.

**Option: Included if visibility is required of the development of Contractor and Subcontractor Facilities that will be used for in-service contractor support.**

**5.3.6.3** In accordance with the Approved ISP and the Approved FRAR, the Contractor shall construct, fit-out and commission, as applicable, those Facilities (which do not form Supplies) that are required for the Contractor or related parties to provide in-service support. Those Facilities may be evaluated as part of the Verification of the Support System.

### **5.3.7 Implementation of Software Support (Optional)**

**Note to drafters: This clause is included if a SSF is to be provided under the Contract (eg, for Engineering Support and AIC reasons). Further development of this clause may be required for specific project needs, consistent with SSF requirements in the FPS.**

**5.3.7.1** The Contractor shall provide a Software Support Facility (SSF) in Australia (meeting applicable requirements in the FPS) to undertake the following support activities:

- a. Software problem investigations;
- b. Software changes;
- c. Software enhancements; and
- d. Software Verification and Validation.

## 6. CONFIGURATION MANAGEMENT (CORE)

### 6.1 Configuration Management Planning (Core)

**Note to drafters: The Contractor is expected to identify the standard(s) that will be used to define the CM practices for the Contract. These standards will be reflected in the tendered strategies and the Contractor's CMP. The Commonwealth would consider EIA-649C, tailored to the project with guidance from the applicable ADF regulatory / assurance manual, as an acceptable standard. Refer to the CASG Chief Systems Engineer Branch for more information.**

- 6.1.1 The Contractor shall develop, deliver and update a Configuration Management Plan (CMP) in accordance with CDRL Line Number CM-100.
- 6.1.2 The Contractor shall manage, conduct and coordinate all Contractor and Subcontractor Configuration Management (CM) activities in accordance with the Approved CMP.
- 6.1.3 The Contractor shall ensure that all Subcontractors comply with the requirements of the CMP and are integrated into the Contractor's CM activities.

### 6.2 Configuration Identification (Core)

- 6.2.1 The Contractor shall identify all CIs that constitute the Mission System and the Support System (ie, those Support System Components that warrant being managed as a CI).
- 6.2.2 The Contractor shall uniquely identify all documents that disclose the performance, functional and physical attributes of the Mission System and the Support System Components, so that they may be accurately associated with the Configuration Baselines for the Mission System and the Support System.

### 6.3 Configuration Baselines (Core)

- 6.3.1 The Contractor shall develop and maintain at least each of the following Configuration Baselines for each Mission System and the Support System during the Contract:
  - a. Functional Baseline (FBL);
  - b. Allocated Baseline (ABL); and
  - c. Product Baseline (PBL), as established at each PCA.
- 6.3.2 Where the Contractor establishes an interim PBL for the Mission System and/or a major Support System Component prior to the PCA for that CI, the Contractor shall invite the Commonwealth to witness the Configuration Audit and V&V activities that lead to the establishment of this interim PBL.

### 6.4 Configuration Control (Core)

- 6.4.1 The Contractor shall manage configuration changes and Deviations / variances, including their:
  - a. identification;
  - b. request and documentation;
  - c. for configuration changes only, classification as Major Changes or Minor Changes;
  - d. evaluation and coordination; and
  - e. implementation and Verification of the changes.
- 6.4.2 The Contractor shall submit Engineering Change Proposals (ECPs) in accordance with CDRL Line Number CM-130, accompanied by CCPs as necessary, to implement configuration changes to a FBL for a system or product for which a Configuration Baseline is required to be developed and maintained in accordance with clause 6.3.
- 6.4.3 The Contractor shall classify a change to a FBL as a Major Change.
- 6.4.4 The Contractor shall classify a change to a PBL established at the associated PCA as either a Major Change or a Minor Change in accordance with the criteria within the definitions for these configuration changes set out in Attachment M.
- 6.4.5 Prior to each PCA, the Contractor shall control the approval processes for configuration changes to interim PBLs.

- 6.4.6** Following the establishment of a PBL at a PCA, the Contractor shall submit proposed:
- a. Major Changes to the PBL, to the Commonwealth for Approval as ECPs in accordance with CDRL Line Number CM-130, accompanied by CCPs as necessary; and
  - b. Minor Changes to the PBL, to the Commonwealth Representative for review.
- 6.4.7** At the request of the Commonwealth, the Contractor shall resubmit a proposed Minor Change to a PBL as a proposed Major Change to that PBL in accordance with clause 6.4.6.
- 6.4.8** The Contractor shall, for any proposed change to a Configuration Baseline, ensure that all Configuration Baselines will be mutually consistent and compatible.

## **6.5 Configuration Status Accounting (Core)**

- 6.5.1** The Contractor shall establish and maintain, in accordance with the Approved CMP, a Configuration Status Accounting (CSA) system that correlates, stores, maintains, and provides readily available views of all configuration information relating to the Mission System, Support System and Support System Components and their respective Configuration Baselines.

**Note to drafters: Depending on the needs for the Commonwealth to access CM data during the Contract, and who will manage CM data in-service, CSA data may need to be delivered. Drafters should consider the standards for CM data exchange, such as MIL-STD-2549, EIA-836B, 'Contractor information exchange' specifications for the Defence ERP System, or extant domain-specific standards such as DEF(AUST)10814 Land Materiel Data Exchange Standard or ANP4422-6001 Materiel Data Exchange Specification.**

**Contractor CSA data may be accessible via a DMS, from CSA reports, or by exchange; and the method may change over time (eg, initially via DMS with a final delivery / exchange of CSA data). Drafters should select and tailor the following optional clauses to suit project needs.**

**Option: Include and tailor this clause for the required on-line access to the Contractor's CSA system. If a DMS is to be used, ensure that clause 2.3.2 includes access to CM data.**

- 6.5.2** The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Contractor's CSA system for the period of the Contract via the [...DMS and/or the Contractor's information systems accessible to Resident Personnel...].
- 6.5.3** The Contractor's CSA system shall enable a Commonwealth user to access data equivalent to reports produced in accordance with DID-CM-DATA-CSAR.

**Option: Include this clause when the Contractor is to deliver CSA reports developed in accordance with DID-CM-DATA-CSAR.**

- 6.5.4** The Contractor shall deliver CSA reports from the Contractor's CSA system, in accordance with CDRL Line Number CM-110.

**Option: Include this clause and associated note to tenderers when the Contractor is to exchange CSA data between its CSA system and a Defence CSA system. The note and clause may be amended if more up-to-date information for the Defence ERP System is available.**

**Note to tenderers: The Defence ERP System will replace existing Defence information systems over a number of years. Reference to the Defence CSA system below should be considered as references to the Defence ERP System used to perform the relevant functions. Introduction of the Defence ERP System may affect the structure and formatting requirements for CSA system exchange data and the transfer processes described in the Approved CMP.**

- 6.5.5** The Contractor shall develop, in consultation with the Commonwealth, a schema for the exchange of CSA data between the Contractor's CSA system and the Defence CSA system, and with Subcontractors' and other parties' systems, as necessary to ensure that the delivered CSA data is both timely and accurate.
- 6.5.6** The Contractor shall deliver CSA system exchange data to the Commonwealth in accordance with CDRL Line Number CM-120.

**6.6 Configuration Audits (Core)**

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***Note to drafters: The exact timing for the conduct of the FCA and PCA, including its relationships with delivery, installation and the AV&V program, should be set out in the applicable governing plan (eg, CMP or SRP) under any resultant Contract.***

- 6.6.1** The Contractor shall conduct a MSR, the FCA, on each Mission System CI and Support System Component that is a CI, prior to Acceptance.
- 6.6.2** The Contractor's entry criteria, exit criteria and objectives for the FCA shall include those defined in MSR-CHECKLIST-FCA.
- 6.6.3** The Contractor shall conduct a MSR, the PCA, on each Mission System CI and Support System Component that is a CI, prior to Acceptance.
- 6.6.4** The Contractor's entry criteria, exit criteria and objectives for PCA shall include those defined in MSR-CHECKLIST-PCA.
- 6.6.5** The Contractor shall invite the Commonwealth to witness all FCAs and PCAs.
- 6.6.6** Unless the Contractor is otherwise notified by the Commonwealth Representative, the Commonwealth Representative or appointed representative shall witness all Configuration Audits that are conducted for the purpose of Acceptance.
- 6.6.7** Unless the Commonwealth Representative has notified that it will not witness a Configuration Audit in accordance with clause 6.6.6, the Contractor shall not conduct that Configuration Audit in the absence of the Commonwealth Representative or the appointed representative.

## 7. VERIFICATION AND VALIDATION (CORE)

### 7.1 V&V Management (Core)

**Note to drafters: This clause should be tailored to match the specifics of the program and acquisition strategy.**

#### 7.1.1 General

7.1.1.1 The Contractor acknowledges that the objectives of the Verification and Validation (V&V) program are to:

- a. integrate the V&V of the Mission System, the Support System and their components through all phases of development; and
- b. establish and maintain a strategy of progressive Verification of Mission System and Support System elements throughout the development, integration and delivery process.

#### 7.1.2 V&V Planning

7.1.2.1 The Contractor shall develop, deliver and update a V&V Plan (V&VP) in accordance with CDRL Line Number V&V-100.

7.1.2.2 The Contractor shall conduct all V&V activities for the Contract in accordance with the Approved V&VP, the Approved Acceptance Test Plan (ATP) and Approved Acceptance Test Procedures (ATProcs) for each V&V phase.

#### 7.1.3 Verification Cross Reference Matrix

7.1.3.1 The Contractor shall develop, deliver and update a Verification Cross Reference Matrix (VCRM) in accordance with CDRL Line Number V&V-200, which captures the detail of the Verification criteria and status of the Verification activities for each requirement in:

- a. the FBL for the Mission System; and
- b. the FBL for the Support System.

7.1.3.2 The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Contractor's VCRM for the period of the Contract.

#### 7.1.4 Previous V&V Results

**Note to tenderers: Previous V&V results may be offered as evidence for Verification purposes where the configuration of the item, the function / role, and the operating environment are suitably similar. Where the Contractor has previous V&V results that are applicable, the Contractor will need to ensure that the relevant test plan(s), procedure(s) and report(s) are available to be provided to the Commonwealth.**

7.1.4.1 The Contractor shall develop, deliver and update a Contractor's Previous V&V Results Package in accordance with CDRL Line Number V&V-250, for those Verification criteria in the Approved VCRM that refer to previous Verification results.

#### 7.1.5 Test Readiness Reviews

**Note to drafters: A TRR should precede all formal V&V activities or groups of activities (ie, phases) used for Acceptance. Each phase of the formal V&V program should have associated test documentation (eg, ATPs and associated ATProcs).**

7.1.5.1 Prior to the commencement of each Acceptance V&V (AV&V) phase, the Contractor shall conduct a MSR, a Test Readiness Review (TRR), which:

- a. confirms the accuracy and completeness of the ATP and ATProcs;
- b. confirms the status of the applicable Configuration Baseline and of the system, item, or process under test;
- c. reviews results from preceding test activities, where applicable to the AV&V phase;
- d. assures that the relevant Mission System or Support System element is ready for testing;



- e. assures that any Commonwealth resources required (ie, including equipment and Commonwealth Personnel) are available and prepared for formal testing; and
- f. assures that the Contractor is prepared for formal testing.

**7.1.5.2** The Contractor’s entry criteria, exit criteria and objectives for each TRR shall include those defined in MSR-CHECKLIST-TRR.

**7.1.6 Commonwealth Involvement in AV&V**

**7.1.6.1** The Contractor shall invite the Commonwealth Representative or representatives appointed by the Commonwealth Representative to witness, and participate in when applicable, all AV&V activities for the Mission System and the Support System.

**7.1.6.2** Unless otherwise notified by the Commonwealth Representative, the Commonwealth Representative or appointed representative(s) shall witness and participate in AV&V activities for the Mission System and the Support System.

**7.1.6.3** Unless the Commonwealth Representative has notified that it will not witness an AV&V activity in accordance with clause 7.1.6.2, the Contractor shall not conduct that AV&V activity in the absence of Commonwealth witnesses.

**Note to drafters: When AV&V activities will be carried out overseas or at remote locations, a longer notification time may be required by the Commonwealth (eg, to arrange travel) and the following clause may need to be tailored.**

**7.1.6.4** Unless otherwise agreed in writing by the Commonwealth Representative, the Contractor shall provide the Commonwealth with at least 20 Working Days advance notice of the start date and time of all AV&V activities for the Mission System and the Support System.

**7.1.6.5** The Commonwealth Representative may request to witness, or request that appointed representatives witness, test activities that are not AV&V activities, for example, developmental test activities.

**7.1.6.6** The Contractor shall use reasonable endeavours to facilitate any Commonwealth request made under clause 7.1.6.5.

**7.1.7 Failure Reporting and Analysis**

**7.1.7.1** During AV&V of the Mission System and Support System elements, the Contractor shall establish, maintain and update a Problem Resolution System that:

- a. collects Failure data (including applicable CI identification and configuration data);
- b. classifies the Failure Severity in accordance with the following table;

Failure Severity	Applies if a problem could:
1	<ul style="list-style-type: none"> <li>a. prevent the accomplishment of an operational or mission essential capability</li> <li>b. jeopardize safety, security, or other requirement designated ‘critical’</li> </ul>
2	<ul style="list-style-type: none"> <li>a. adversely affect the accomplishment of an operational or mission essential capability and no work-around solution is known</li> <li>b. adversely affect technical, cost, or schedule risks to the Contract or to life-cycle support of the system, and no work-around solution is known</li> </ul>
3	<ul style="list-style-type: none"> <li>a. adversely affect the accomplishment of an operational or mission essential capability but a work-around solution is known</li> <li>b. adversely affect technical, cost, or schedule risks to the Contract or to life-cycle support of the system, but a work-around solution is known</li> </ul>
4	<ul style="list-style-type: none"> <li>a. result in user/operator inconvenience or annoyance but does not affect a required operational or mission essential capability</li> <li>b. result in inconvenience or annoyance for development or support personnel, but does not prevent the accomplishment of those responsibilities</li> </ul>

Failure Severity	Applies if a problem could:
5	any other effect

- c. documents the Failures and associated Failure Modes;
- d. defines corrective actions;
- e. identifies the scope of additional V&V activities required to confirm that the Failure has been remedied; and
- f. maintains a history of all transactions.

**7.1.7.2** The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Problem Resolution System for the period of the Contract.

**7.1.7.3** Prior to the finalisation of each AV&V phase, the Contractor shall submit the Failure Severity classification assigned to all open Failures for Commonwealth Approval in accordance with the Approved V&VP.

**7.1.7.4** The Contractor shall submit for Commonwealth Approval all corrective actions to address safety-related Failures that occur during AV&V that are assigned a Failure Severity classification of either 1 or 2.

**7.1.7.5** The Contractor shall invite the Commonwealth Representative, or representatives appointed by the Commonwealth Representative, to witness corrective actions and the closure of Failures during AV&V that are assigned a Failure Severity classification of either 1 or 2.

**7.1.7.6** The Contractor shall incorporate all updates to Failures and associated reports into the Problem Resolution System.

## **7.1.8 Regression Testing**

**7.1.8.1** Subject to clause 7.1.8.2, the Contractor shall repeat an AV&V activity (ie, conduct regression testing) if:

- a. changes are made to the configuration of a Mission System or Support System Component after starting an AV&V activity;
- b. the analysis of test data and the assessment of test results against pass/fail criteria indicate that the item under test has failed to meet its applicable requirements;
- c. the analysis of test data and the assessment of test results against pass/fail criteria are inconclusive; or
- d. the Contractor deviates from the ATPs or ATProcs without prior Approval of the Commonwealth Representative.

**7.1.8.2** If the Contractor can demonstrate to the satisfaction of the Commonwealth Representative, by regression analysis or any other such means, that changes to the configuration do not impact on an AV&V activity, then subject to the Commonwealth Representative's Approval of the regression analysis, or any other such means, the Contractor shall not be required to repeat that AV&V activity.

## **7.2 Acceptance Verification and Validation (Core)**

**Note to drafters:** *This clause needs to define AV&V phases and any (specialty) test programs mandated by the Commonwealth, consistent with the Test and Evaluation Master Plan. Verification elements may include testing of maintainability, reliability, electromagnetic compatibility, environmental, and regulatory requirements for the system.*

### **7.2.1 General**

**7.2.1.1** The Contractor shall conduct AV&V on equipment that is of the same hardware, Software, firmware and data configuration (as applicable) as that which will be offered for Acceptance unless otherwise agreed by the Commonwealth Representative.

**7.2.1.2** The Contractor shall confirm that the test environment, all test equipment and Software test tools, if applicable, used for the AV&V of the Mission System and the Support System are in accordance with the Approved ATP.

**Note to drafters: The following clause may be amended if the Commonwealth needs early access to the Contractor's assets to be used for AV&V, in order to evaluate test equipment or procedures. For example, access may be required for a specialist from DSTG to evaluate the adequacy of environmental models to be used in the Verification activity or to confirm the correct configuration of the external (Commonwealth) interfaces following installation.**

**7.2.1.3** The Contractor shall provide access to the [...INSERT SPECIFIC SYSTEM / SOFTWARE...], and test resources at the [...INSERT LOCATION...] five Working Days prior to the TRR for the AV&V activity.

**7.2.1.4** The Contractor shall maintain a log during all AV&V activities to record applicable information, including test identification, description and configuration of the item under test, date and time of test, procedures, test results, and any deviations or exceptions to the Approved ATProcs.

**7.2.1.5** The Contractor shall record all events that occur during the conduct of AV&V, including all configuration changes and maintenance actions.

## **7.2.2 AV&V Phases**

**Note to drafters: Amend the following clause to incorporate the AV&V phases and associated descriptions required by the project. After making changes to this clause, ensure that the same terminology is used for the accompanying Milestones in both Attachment B and Attachment C.**

**7.2.2.1** The Contractor shall conduct, as a minimum, the following phases of AV&V:

- a. Mission System First Article Factory Verification, at which Verification of the first article is conducted in the factory to ensure that the first article is suitable for delivery and installation, and for entry into the subsequent AV&V phases;
- b. Mission System First Article Site Verification, at which Verification of the first article is conducted after installation to ensure that the first article complies with the Mission System FBL, and is suitable for entry into the subsequent AV&V phases;
- c. Mission System First Article Validation, at which Validation of the first article is conducted to confirm that the first article is compliant with the Mission System FBL when operated in accordance with the OCD at Annex B to the SOW;
- d. Mission System Production Verification, at which each production version of the Mission System is Verified;
- e. Initial Support System Verification, at which the Support System and Support System Components are Verified, and that the Support System is suitable:
  - (i) to support the Certification of the Mission System; and
  - (ii) for entry into the subsequent AV&V phases; and
- f. Initial Support System Validation, at which the Support System is Validated through conducting the series of demonstrations specified in clauses 7.2.4.2 to 7.2.4.6.

**Option: Include for a networked Mission System where each segment of the Mission System (often installed at different locations) needs to undergo all of the AV&V phases and activities.**

**7.2.2.2** For the purposes of clause 7.2.2.1, reference to a Mission System shall be interpreted to mean each segment of the distributed Mission System, (eg, each geographically dispersed node). For clarity, this means that each defined segment of the Mission System will be subject to each of the AV&V phases under clause 7.2.2.1 to the extent defined in the Approved V&VP and the Approved VCRM.

**7.2.2.3** The Contractor may combine Mission System AV&V activities with Support System AV&V activities if this will result in efficiencies in the AV&V program and the Commonwealth considers that it is reasonably able to support the combined AV&V activities.

## **7.2.3 Acceptance Verification**

**Note to drafters: This clause should be further developed to support the needs of the Contract. For example, drafters should consider whether or not there are any specific requirements that**

***need to be included here for the individual Acceptance Verification phases identified at clause 7.2.2, such as specific requirements for survivability, vehicle trials, flight tests or sea trials.***

- 7.2.3.1** The Contractor shall Verify that the delivered Mission System complies with the Mission System FBL.
- 7.2.3.2** The Contractor shall Verify that the implemented Support System complies with the SSFBL.
- 7.2.3.3** The Contractor shall Verify that the delivered Support System Components comply with their respective specifications.
- 7.2.3.4** The Contractor shall develop, deliver and update ATPs, in accordance with CDRL Line Number V&V-300, which are necessary for conduct of Acceptance Verification consistent with the Approved V&VP, for each of the Acceptance Verification phases identified at clause 7.2.2.
- 7.2.3.5** The Contractor shall develop, deliver and update ATProcs, in accordance with CDRL Line Number V&V-310, which are necessary for conduct of Acceptance Verification consistent with the Approved ATPs for each of the Acceptance Verification phases identified at clause 7.2.2.
- 7.2.3.6** The Contractor shall develop, deliver and update Acceptance Test Reports (ATRs), in accordance with CDRL Line Number V&V-320, which are necessary for the evaluation of Acceptance Verification results, consistent with the Approved ATProcs.

#### **7.2.4 Acceptance Validation**

***Note to drafters: This clause needs to be tailored to meet the project requirements, matching the test concepts defined in the TEMP. The scope of this operational testing, ie both breadth and depth, may vary significantly but in all cases should be based on the scenarios defined by the OCD. As part of the V&V program, the Contractor should Validate the Mission System and Support System in its operational environment or a Commonwealth Representative-Approved representation of the operational environment. The Acceptance Validation clause needs to address the elements of the Validation Plan (or OT&E Plan, which is usually developed in consultation with a T&E agency) to whom the Contractor is responsible.***

##### **7.2.4.1 Mission System Validation**

***Note to drafters: These clauses need to be developed to meet the project requirements. This should cover the elements of Mission System Validation that the Contractor is expected to be responsible for, as described in the TEMP and the Validation Plan (OT&E Plan). This may include Contractor responsibilities with respect to the conduct of an operational evaluation.***

- 7.2.4.1.1** The Contractor shall, as part of AV&V, Validate that the Mission System meets the requirements of its SS when operated in accordance with the OCD, using data from live and simulated test environments, as agreed with the Commonwealth Representative.

***Note to drafters: Insert additional details if required to describe Validation / operational evaluation requirements and activities.***

**7.2.4.1.2** [...INSERT DETAILS...]

##### **7.2.4.2 Engineering Support Effectiveness Demonstration**

**7.2.4.2.1** The Contractor shall, as part of the Support System AV&V program, demonstrate to the Commonwealth the suitability and effectiveness of the Engineering Support Constituent Capability, developed as part of the Support System.

**7.2.4.2.2** The Contractor shall, in demonstrating to the Commonwealth the suitability and effectiveness of the Engineering Support Constituent Capability, Validate the:

- a. tasks and procedures for Engineering Support;
- b. Technical Data for Engineering Support;
- c. S&TE and Software for Engineering Support;
- d. Training solution for Engineering Support Personnel;
- e. Personnel resource requirements for Engineering Support; and
- f. Facilities for Engineering Support.

- 7.2.4.2.3** The Contractor shall develop, deliver and update an ATP, in accordance with CDRL Line Number V&V-300, for demonstrating to the Commonwealth the suitability and effectiveness of the Engineering Support Constituent Capability.
- 7.2.4.2.4** The Contractor shall develop, deliver and update ATProcs, in accordance with CDRL Line Number V&V-310, for demonstrating to the Commonwealth the suitability and effectiveness of the Engineering Support Constituent Capability.
- 7.2.4.2.5** The Contractor shall develop, deliver and update ATRs, in accordance with CDRL Line Number V&V-320, to report the results of suitability and effectiveness demonstration for the Engineering Support Constituent Capability.
- 7.2.4.3 Maintenance Support Effectiveness Demonstration**
- 7.2.4.3.1** The Contractor shall, as part of the Support System AV&V program, demonstrate to the Commonwealth the suitability and effectiveness of the Maintenance Support Constituent Capability, developed as part of the Support System.
- 7.2.4.3.2** The Contractor shall, in demonstrating to the Commonwealth the suitability and effectiveness of the Maintenance Support Constituent Capability, Validate the:
- a. tasks and procedures for Maintenance Support;
  - b. Technical Data for Maintenance Support;
  - c. S&TE and Software for Maintenance Support;
  - d. Training solutions for Maintenance Support Personnel;
  - e. Personnel resource requirements for Maintenance Support;
  - f. Facilities for Maintenance Support;
  - g. Spares requirements for Maintenance Support; and
  - h. the Maintenance pipeline, including those portions involving the Contractor and any Subcontractor to be involved in providing Maintenance Support.
- 7.2.4.3.3** The Contractor shall develop, deliver and update an ATP, in accordance with CDRL Line Number V&V-300, for demonstrating to the Commonwealth the suitability and effectiveness of the Maintenance Support Constituent Capability.
- 7.2.4.3.4** The Contractor shall develop, deliver and update ATProcs, in accordance with CDRL Line Number V&V-310, for demonstrating to the Commonwealth the suitability and effectiveness of the Maintenance Support Constituent Capability.
- 7.2.4.3.5** The Contractor shall develop, deliver and update ATRs, in accordance with CDRL Line Number V&V-320, to report the results of suitability and effectiveness demonstration for the Maintenance Support Infrastructure developed as part of the Support System.
- 7.2.4.4 Supply Support Effectiveness Demonstration**
- 7.2.4.4.1** The Contractor shall, as part of the Support System AV&V program, demonstrate to the Commonwealth the suitability and effectiveness of the Supply Support Constituent Capability, developed as part of the Support System.
- 7.2.4.4.2** The Contractor shall, in demonstrating to the Commonwealth the suitability and effectiveness of the Supply Support Constituent Capability, Validate the:
- a. tasks and procedures for Supply Support;
  - b. Technical Data for Supply Support;
  - c. S&TE, including materials handling equipment, and Software for Supply Support;
  - d. Training solution for Supply Support Personnel;
  - e. Personnel resource requirements for Supply Support;
  - f. Facilities for Supply Support;
  - g. Spares requirements for Supply Support; and
  - h. the complete supply pipeline, including those portions involving the Contractor and any Subcontractor to be involved in providing Supply Support.

- 7.2.4.4.3** The Contractor shall develop, deliver and update an ATP, in accordance with CDRL Line Number V&V-300, for demonstrating to the Commonwealth the suitability and effectiveness of the Supply Support Constituent Capability.
- 7.2.4.4.4** The Contractor shall develop, deliver and update ATProcs, in accordance with CDRL Line Number V&V-310, for demonstrating to the Commonwealth the suitability and effectiveness of the Supply Support Constituent Capability.
- 7.2.4.4.5** The Contractor shall develop, deliver and update ATRs, in accordance with CDRL Line Number V&V-320, to report the results of suitability and effectiveness demonstration for the Supply Support Constituent Capability.
- 7.2.4.5 Training Support Effectiveness Demonstration**
- 7.2.4.5.1** Where appropriate, the Contractor shall coordinate V&V activities for Training Support with the Training courses delivered under clause 5.3.4.
- 7.2.4.5.2** The Contractor shall, as part of the Support System AV&V program, demonstrate to the Commonwealth the suitability and effectiveness of the Training Support Constituent Capability, developed as part of the Support System.
- 7.2.4.5.3** The Contractor shall, in demonstrating to the Commonwealth the suitability and effectiveness of the Training Support Constituent Capability, Validate the:
- a. Training program;
  - b. tasks and procedures for Training Support;
  - c. Technical Data, including Training Materials, used for Training Support;
  - d. Training Equipment, Software and S&TE for Training Support;
  - e. Training solution for Training Support Personnel;
  - f. Personnel resource requirements for Training Support;
  - g. Facilities for Training Support; and
  - h. Spares requirements for Training Equipment.
- 7.2.4.5.4** The Contractor shall develop, deliver and update an ATP, in accordance with CDRL Line Number V&V-300, for demonstrating to the Commonwealth the suitability and effectiveness of the Training Support Constituent Capability.
- 7.2.4.5.5** The Contractor shall develop, deliver and update ATProcs, in accordance with CDRL Line Number V&V-310, for demonstrating to the Commonwealth the suitability and effectiveness of the Training Support Constituent Capability.
- 7.2.4.5.6** The Contractor shall develop, deliver and update ATRs, in accordance with CDRL Line Number V&V-320, to report the results of the suitability and effectiveness demonstration for the Training Support Constituent Capability.
- 7.2.4.6 Support System Endurance Demonstration**

***Note to drafters: This demonstration is not intended to be finalised prior to the final payment under the Contract, but is expected to be linked to a performance guarantee.***

- 7.2.4.6.1** The Contractor shall, as part of the Support System AV&V program, demonstrate to the Commonwealth the effectiveness of the Support System over 12 months following [...INSERT CONTRACT-SPECIFIC MILESTONE SUCH AS THE COMMENCEMENT DATE FOR THE ASSOCIATED CONTRACT (SUPPORT)...].
- 7.2.4.6.2** The Contractor shall develop, deliver and update an ATP, in accordance with CDRL Line Number V&V-300, for conducting the Support System endurance demonstration.
- 7.2.4.6.3** The Contractor shall develop, deliver and update ATProcs, in accordance with CDRL Line Number V&V-310, for conducting the Support System endurance demonstration.
- 7.2.4.6.4** The Contractor shall develop, deliver and update ATRs, in accordance with CDRL Line Number V&V-320, to report the results of the Support System endurance demonstration.

**8. QUALITY MANAGEMENT (CORE)****8.1 Contractor Quality Responsibilities (Core)**

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- 8.1.1** The Contractor shall have a Quality Management System (QMS) Certified to AS/NZS ISO 9001:2016 'Quality Management Systems – Requirements', or other internationally accepted equivalent standard as agreed by the Commonwealth Representative, at the Effective Date, which is applicable to the work to be performed under the Contract.
- 8.1.2** The Contractor shall maintain and apply the QMS in clause 8.1.1 to all phases of the Contract and shall notify the Commonwealth Representative of any changes to the Certification status of the Contractor.
- 8.1.3** During progress of work under the Contract, the Commonwealth may perform Audit and Surveillance activities in relation to the work performed, including any of the following:
- a. System Audit;
  - b. Process Audit; or
  - c. Product Audit.
- 8.1.4** The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to perform Audit and Surveillance activities as described in clause 8.1.3.
- 8.1.5** The Contractor shall ensure that all Approved Subcontractors have Quality management systems that are appropriate to the work required under the Subcontract.
- 8.1.6** The Contractor shall ensure that all work performed under a Subcontract meets the requirements of the QMS to be applied by the Contractor under clause 8.1.
- 8.1.7** The Contractor shall maintain records pertaining to the planning and Verification of the Quality of the Supplies for a minimum period of seven years after Final Acceptance.

**8.2 Quality Management Planning (Core)**

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- 8.2.1** The Contractor shall develop, deliver and update a Quality Plan in accordance with CDRL Line Number MGT-140.
- 8.2.2** The Contractor shall:
- a. ensure that quality plans are developed for all Approved Subcontractors; and
  - b. incorporate the quality plans for all Approved Subcontractors into the Quality Plan.
- 8.2.3** The Contractor shall manage the quality program for the Contract in accordance with the Approved Quality Plan.

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

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- 8.3.1** If at any time the Commonwealth Representative determines by Audit and Surveillance in accordance with clause 8.1.3 or otherwise that, in relation to the production of the Supplies:
- a. the quality system being applied no longer conforms to the Certified QMS;
  - b. the quality procedures and processes do not conform to the Approved Quality Plan; or
  - c. the products produced do not conform to agreed product specifications,
- then the Commonwealth Representative may notify the Contractor of the details of the non-conformance and require the Contractor to correct the non-conformance within the period specified in the notice.
- 8.3.2** The Contractor shall take whatever action is necessary to correct a legitimate quality system / process / product non-conformance within the period specified in the notice issued under clause 8.3.1 or within any period agreed in writing by the Commonwealth Representative and shall notify the Commonwealth Representative immediately upon taking corrective action. The Commonwealth may perform an Audit to verify that the non-conformance has been corrected.

**Option: For use if a Contract contains significant technical risk.**

**8.3.3** The Commonwealth Representative may direct the Contractor, in a notice issued under clause 8.3.1, to cease work on any specified aspect of the Contract, which the Commonwealth determines may be affected by the non-conformance of a quality system / process / product to the specified standard. The Contractor shall comply with any such direction, and shall not recommence work on the specified aspect of the Contract until directed to do so by notice from the Commonwealth Representative. Delay caused by cessation of work under this clause shall not entitle the Contractor to postponement under clause 6.3 of the COC.

**8.4 Non-Conforming Supplies (Core)**

- 8.4.1** If the Contractor seeks to use non-conforming materials or work in the Supplies, it shall develop and deliver an Application for a Deviation, together with all supporting documentation, in accordance with CDRL Line Number MGT-1400. The Contractor may seek, through an Application for a Deviation, Commonwealth Approval of a Deviation on a temporary or permanent basis.
- 8.4.2** The Commonwealth shall use reasonable endeavours to consider an Application for a Deviation within a reasonable timeframe, having regard to:
- a. the nature of the non-conformance(s) identified in the Application for a Deviation;
  - b. the impact that the non-conformance(s) may have on the operation, use and support of the Supplies;
  - c. the effect on the Capability and other impacts on the Commonwealth associated with the non-conformances; and
  - d. the availability of the resources required to assess the Application for a Deviation, and may advise the Contractor of the timeframe within which it expects to be able to evaluate the Application for a Deviation and provide Approval or otherwise.
- 8.4.3** The Commonwealth may Approve or not Approve an Application for a Deviation, and may provide Approval subject to any amendments to, or conditions on the Approval of, the Application for a Deviation as deemed necessary by the Commonwealth Representative.
- 8.4.4** Any Approval of an Application for a Deviation shall not release the Contractor from due performance of any of its obligations under the Contract, except to the extent specifically set out in the Approved Application for a Deviation.
- 8.4.5** The Contractor acknowledges that Approval of an Application for a Deviation does not constitute a representation that the Commonwealth Representative will Approve an Application for a Deviation for the same or a similar non-conformance in the future.
- 8.4.6** If a temporary Application for a Deviation (ie, one that does not involve a permanent design change) is Approved, the Contractor shall undertake all actions to rectify the non-conformance in accordance with the timeframes and any other requirements for such rectification, or to meet any conditions specified in the Approved Application for a Deviation.
- 8.4.7** When the Contractor has rectified the non-conformance(s) in an Approved temporary Application for a Deviation, it shall notify the Commonwealth and seek closure of the Application for a Deviation by submitting, with the notice, evidence to demonstrate that the applicable non-conformance(s) have been rectified ('Request for Closure of a Deviation').
- 8.4.8** Upon receipt of the Request for Closure of a Deviation, the Commonwealth will consider the evidence contained in it and will, within a reasonable period, having regard to:
- a. the nature of the non-conformance(s);
  - b. the nature, extent and completeness of evidence provided by the Contractor for review by the Commonwealth; and
  - c. the availability of the resources required to assess the evidence,
- review the Request for Closure of a Deviation and accompanying evidence and, by notice to the Contractor, either:



- d. confirm that the identified non-conformance(s) have been rectified and that the temporary Application for a Deviation can be closed; or
- e. reject the Request for Closure of a Deviation, and provide reasons for the rejection.

**8.4.9** If the Commonwealth rejects a Request for Closure of a Deviation, the Contractor shall:

- a. address the Commonwealth's concerns identified in its notice of rejection within 10 Working Days (or other timeframe agreed between both parties); and
- b. once the Commonwealth's concerns have been addressed to the satisfaction of the Commonwealth Representative, resubmit the Request for Closure of a Deviation in accordance with clause 8.4.7.

## **8.5 System Acceptance Audit (Core)**

***Option: To be included when clause 4.8 (System Certification) is not included in the SOW.***

**8.5.1** The Contractor shall develop, deliver and update a Design Certificate in accordance with CDRL Line Number ENG-910.

**8.5.2** Prior to submitting a Mission System for Acceptance, the Contractor shall conduct a MSR, the SAA.

**8.5.3** The Contractor's entry criteria, exit criteria and objectives for SAA shall include those defined in MSR-CHECKLIST-SAA.

## 9. HEALTH, SAFETY AND ENVIRONMENT (CORE)

### 9.1 Problematic Substances and Problematic Sources (Core)

#### 9.1.1 Problematic Substances (Core)

**9.1.1.1** The Contractor shall not deliver Supplies containing or emitting a Problematic Substance unless the Problematic Substance is an Approved Substance identified in, and is only used for the purposes specified in, the Hazard Log as developed, delivered and updated in accordance with clause 4.6.6.3.

**Option: Include the following clauses when the Contract involves work on Commonwealth Premises (eg, site installations or V&V activities) that could involve Problematic Substances.**

**9.1.1.2** The Contractor shall not use, handle or store a Problematic Substance on Commonwealth Premises in connection with the Contract, unless the Problematic Substance is an Approved Substance that is used, handled or stored for the purpose for which it is Approved in the Health and Safety Management Plan (HSMP) or, in respect of the Supplies, the Hazard Log.

**9.1.1.3** Where Approved Substances are proposed to be brought onto Commonwealth Premises by the Contractor, the Contractor shall notify the Commonwealth Representative of the maximum quantities or volumes (as applicable) and location(s) at least 10 Working Days before the Approved Substances are to be brought onto Commonwealth Premises.

**9.1.1.4** Without limiting clause 9.1.1.2, the Contractor may, in connection with work on Commonwealth Premises, discover a Problematic Substance, identify the need for a new Problematic Substance, or propose a new purpose for an Approved Substance, and in such circumstances the Contractor shall notify the Commonwealth Representative as soon as practicable thereafter and, in any event, within five Working Days.

**9.1.1.5** Where the Contractor notifies the Commonwealth Representative under clause 9.1.1.4, the Contractor shall:

- a. not use the Problematic Substance, except as otherwise Approved by the Commonwealth Representative;
- b. within 10 Working Days, provide to the Commonwealth Representative:
  - (i) an updated HSMP that includes details of the new Problematic Substance or the new purpose for an Approved Substance;
  - (ii) for a newly identified Problematic Substance, a Safety Data Sheet prepared in accordance with CDRL Line Number MGT-1100; and
  - (iii) where a new Authorisation is required, evidence that the Contractor has, or will obtain in a timely manner, that Authorisation; and
- c. where the Commonwealth Representative does not Approve a Problematic Substance discovered under clause 9.1.1.4, take whatever measures are considered necessary or prudent by the Commonwealth Representative to remove the Problematic Substance and to avoid or mitigate the impact of that Problematic Substance.

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

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

**9.1.1.7** The Contractor shall advise the Commonwealth of the existence of a substance which is not a Problematic Substance that could be substituted for any Approved Substance, without significant detriment to the performance of work under the Contract, as soon as practicable.

### 9.1.2 Problematic Sources (Optional)

**Note to drafters: This clause should be included if work on Commonwealth Premises requires the use of a Problematic Source. If not required, the clause should be replaced with a single 'Not used'. If the need for the clauses is unclear, the clauses may be included in the RFT with the following note to tenderers. Refer to the SOW Tailoring Guide for more information.**

**Note to tenderers: This clause will be included in the resultant Contract if the Contract involves work on Commonwealth Premises that will require the use of a Problematic Source.**

**9.1.2.1** Where work performed under the Contract on Commonwealth Premises requires the use of a Problematic Source, the Contractor shall:

- a. only use the Problematic Source:
  - (i) for a purpose that is Approved by the Commonwealth Representative and specified in the Approved HSMP; and
  - (ii) in accordance with the applicable source licence or facility licence; and
- b. where the Problematic Source is not covered by a Defence source or Defence facility licence (eg, a Contractor-owned Problematic Source), provide evidence of the applicable Authorisation (eg, the Contractor's source licence) to the Commonwealth Representative before commencing the work that involves the Problematic Source.

**Note to drafters: Insert applicable references in the clause below, including chapters from the Defence Radiation Safety Manual for the applicable type(s) of radiation when these are known. If not known, a note to tenderers may be added to identify that the clause will be updated based on information provided by the preferred tenderer.**

**9.1.2.2** Without limiting the Contractor's obligations under clause 12.4 of the COC, the Contractor shall ensure that work involving a Problematic Source on Commonwealth Premises is performed in accordance with:

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

**9.1.2.3** Without limiting clause 9.1.2.1, where work to be performed under the Contract on Commonwealth Premises requires the introduction of a new Problematic Source, or a change to the Approved purpose of an existing Problematic Source, the Contractor shall:

- a. unless otherwise agreed by the Commonwealth Representative, at least 20 Working Days prior to the intended use of the new Problematic Source or new use of an Approved Problematic Source, deliver an updated HSMP; and
- b. where a new or amended Authorisation is required, provide to the Commonwealth Representative with the update to the HSMP, evidence that the Contractor has, or will obtain in a timely manner, that Authorisation.

**Option: Include this option if the Commonwealth may be supplying an item (eg, GFE) containing a Problematic Source to the Contractor.**

**9.1.2.4** Where work performed under the Contract involves the use of a Problematic Source supplied by the Commonwealth (or a person on behalf of the Commonwealth), the Commonwealth shall provide the Contractor with details of the Problematic Source sufficient to enable compliance with the applicable WHS Legislation.

### 9.2 Environmental Management (Optional)

**Note to drafters: If there will be no significant Environmental management issues in connection with the work conducted under the Contract, in Australia on Contractor or Commonwealth Premises (eg, during installation or V&V), then the clauses under this heading may be replaced with a single 'Not used'. Note that environmental approvals for new or modified Facilities are usually managed by SEG through separate arrangements. If the need for these clauses is unclear, the clauses may be included in the RFT with the following note to tenderers; otherwise the note should be deleted.**

**Note to tenderers: The following clause will be included in the Contract if the Contractor will perform work in Australia that involves or is likely to involve significant environmental issues,**

**or that will be performed at a site identified as having significant environmental management requirements.**

- 9.2.1** The Contractor shall perform all applicable work under the Contract in accordance with clause 12.5 of the COC and clause 9 of the SOW and in accordance with the environmental management elements of the Approved PMP.
- 9.2.2** The Contractor shall have an Environmental Management System (ENVMS) to ensure that work performed under the Contract, within Australia, complies with applicable legislation and Commonwealth policy. The Commonwealth shall be entitled to access the ENVMS in accordance with clause 11.7 of the COC.
- 9.2.3** The Contractor's ENVMS shall include the following environmental-related records:
- a. applicable Authorisations;
  - b. risk assessments and control measures; and
  - c. the environmental management elements of the Approved PMP and all associated plans, processes, procedures and instructions supporting those elements of the Approved PMP.

**Option: Include this option if work will be performed on Commonwealth Premises either temporarily, such as installation work, or when the Contractor will be provided with GFF.**

- 9.2.4** Without limiting the Contractor's obligations under clause 12.5 of the COC, the Contractor shall ensure that work performed on Commonwealth Premises is performed in accordance with:
- a. [...INSERT REFERENCE EG, 'Defence Environmental Management Plan'...];
  - b. [...INSERT REFERENCE EG, '[Base] Heritage Management Plan'...]; and
  - c. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...].
- 9.2.5** Unless otherwise agreed in writing by the Commonwealth Representative (eg, to modify Commonwealth Premises), the Contractor shall not degrade the Environment and heritage qualities of Commonwealth Premises through the Contractor's use or occupation of the Commonwealth Premises.
- 9.2.6** Except to the extent that waste disposal is provided as a GFS, the Contractor shall dispose of all debris and waste (hazardous and non-hazardous) arising out the activities performed by the Contractor on Commonwealth Premises in a safe and effective manner and in accordance with all laws, regulations, Authorisations and Defence policies applicable to the site.

### **9.3 Work Health and Safety (Core)**

#### **9.3.1 Acknowledgement of WHS Advice - GFE**

**Option: Include the following clauses when GFE will be provided under the Contract. If no GFE will be provided, replace these clauses with 'Not used'.**

- 9.3.1.1** The Contractor acknowledges that hazards may be present within GFE, which may be relevant to the Supplies or the work to be performed under the Contract.
- 9.3.1.2** The Contractor acknowledges that hazards within or relating to the installation, use, operation or maintenance of GFE are identified within the associated Technical Data (including operator and maintenance manuals, installation instructions, maintenance records and test results, as applicable), which provide warnings that were, at the time of publishing, considered suitable for competent persons that are trained in similar or related trades and professions.

#### **9.3.2 Acknowledgement of WHS Advice – Commonwealth Premises**

**Note to drafters: Clauses 9.3.2.1 and 9.3.2.2 are applicable to Contractor Personnel working on Commonwealth Premises and where hazards will be present in, or in proximity of, the Contractor's work area on Commonwealth Premises. These clauses may only be replaced with 'Not used' if the Contractor will not be working on Commonwealth Premises (either temporarily or in GFF) or if no hazards (including Problematic Substances, Problematic Sources, noise or**

**other hazards) exist at the 'applicable Commonwealth Premises'. Refer to the SOW Tailoring Guide for guidance.**

**Option: Include these clauses when the Contractor may be required to conduct work on Commonwealth Premises where WHS hazards exist.**

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

**9.3.2.2** If the Contractor is in doubt as to the location of a hazard at the applicable Commonwealth Premises, the Contractor shall perform its obligations under the Contract on the basis that the hazards is present, unless and until it is verified that the hazard is not present.

### 9.3.3 Planning for and Management of WHS Duties

**Note to drafters: Applicable WHS Legislation is referenced in COC clause 12.4. Drafters should update the list below to include Defence-specific requirements such as Base WHS Plans and site-specific safety management requirements, when applicable. References may include local plans and procedures, chapters of the Defence Safety Manual (SafetyMan), and system safety manuals, depending upon the systems, materials used, and the location(s) of work. Refer to the SOW Tailoring Guide for guidance.**

**Option: Include the following clauses when work will be performed on Commonwealth Premises or involves Commonwealth Personnel on Contractor or Subcontractor Premises.**

**9.3.3.1** Without limiting the Contractor's obligations under clause 12.4 of the COC, the Contractor shall ensure work to be performed under the Contract involving Commonwealth Personnel on Contractor Premises (including Approved Subcontractor premises), or undertaken at the applicable Commonwealth Premises, is performed in accordance with the:

- a. Defence Safety Manual:
  - (i) Hazardous Chemicals Management Procedure 30 – Levels of Control for Contractors;
  - (ii) Work Health and Safety Risk Management Policy; and
  - (iii) [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...];
- b. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...]; and
- c. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...].

**Note to drafters: Select Option A for a stand-alone HSMP or Option B if WHS planning is to be rolled up into the PMP (and amend the CDRL to remove the stand-alone HSMP). A HSMP will be required whenever work (of an industrial nature) will be performed on Commonwealth Premises. Refer to the SOW Tailoring Guide for guidance. Amend the clauses that follow for the selected plan.**

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

**9.3.3.2** The Contractor shall develop, deliver and update a HSMP in accordance with CDRL Line Number MGT-1110.

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

**9.3.3.3** The Contractor shall address WHS compliance and management issues as part of the PMP.

**9.3.3.4** The Contractor shall provide the Supplies and perform the work under the Contract in accordance with clause 12.4 of the COC and clause 9 of the SOW, and in accordance with the [...INSERT EITHER 'Approved HSMP' OR 'WHS management elements of the Approved PMP'...].

**Note to drafters: Clauses 9.3.3.5 and 9.3.3.6 must be, and clauses 9.3.3.7 and 9.3.3.8 may be, included if work of an industrial nature to be performed under the Contract is subject to the WHS Legislation, including work on Commonwealth Premises. If no work of an industrial nature will be subject to the WHS Legislation (eg, production will occur overseas and a local office performs**

**contract management only), then a WHSMS may not be required and both options below may be deleted. If the need for a WHSMS is unclear, the clauses may be included in the RFT with the following note to tenderers, otherwise the note to tenderers should be deleted. Refer to the SOW Tailoring Guide for guidance.**

**Note to tenderers: The following clauses for a WHSMS shall be included in the Contract if work of an industrial nature (eg, production, installation, etc,) will be subject to the WHS Legislation, including work carried out on Commonwealth Premises.**

**Option: Include the following clauses when work of an industrial nature to be performed under the Contract is subject to the WHS Legislation (eg, is performed in Australia).**

**9.3.3.5** The Contractor shall have a WHS Management System (WHSMS) to ensure that work performed by the Contractor under the Contract:

- a. complies with applicable legislation relating to WHS (including the WHS Legislation) and Commonwealth policy; and

**Note to drafters: If no work will be performed on Commonwealth Premises, then subclause b may be deleted and subclause a merged with the stem of clause 9.3.3.5.**

- b. for work performed on Commonwealth Premises, is consistent with the WHSMS, procedures and instructions in operation on the applicable Commonwealth Premises.

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

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

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

**9.3.3.7** The Contractor's WHSMS required by clause 9.3.3.5 shall be Certified to AS/NZS ISO 45001:2018 on the Effective Date or from another date agreed by the Commonwealth Representative.

**9.3.3.8** The Contractor shall maintain the WHSMS in clause 9.3.3.7 and shall notify the Commonwealth Representative of any changes to the Certification status of the Contractor.

**9.3.3.9** The Contractor shall ensure that the Contractor's representative consults, co-operates and co-ordinates activities with the Commonwealth Representative and Associated Parties in relation to the management of WHS issues and shall ensure that Contractor Personnel consult, co-operate and co-ordinate activities with Commonwealth Personnel and other workers in order to ensure that the work required to be performed under the Contract is performed safely.

### 9.3.4 Work on Commonwealth Premises

**Note to drafters: The following clauses are to be included when work will be performed on Commonwealth Premises (eg, installations or V&V activities). If not required, the clauses can be replaced with a single clause stating 'Not used'.**

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

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

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

**9.3.4.3** The Contractor shall participate in the Commonwealth's WHS management programs for [...INSERT THE NAMES OF DEFENCE SITES WHERE WORK WILL BE UNDERTAKEN...] and shall attend WHS management meetings, which shall be held approximately [...INSERT TIMEFRAME, eg, 'every four months'...], upon request.

**9.3.4.4** When the Contractor discovers a hazard to WHS at the applicable Commonwealth Premises, which is additional to the hazards identified under clauses 9.3.1 and 9.3.2, the Contractor shall:

- a. immediately notify the Commonwealth Representative, detailing the hazard;
- b. if applicable to a Problematic Substance, take action in accordance with clause 9.1;
- c. follow all instructions and directions of the Commonwealth Representative (if any) and take all reasonable steps to eliminate or minimise the risks to WHS associated with the identified hazard; and
- d. provide to the Commonwealth Representative within 10 Working Days of discovery of the hazard and when the hazard has not been eliminated, a proposed update to the WHSMS, which identifies the hazard and describes the risk mitigation strategies necessary to address the related WHS risks.

### 9.3.5 WHS of Commonwealth Personnel on Contractor or Approved Subcontractor Premises

**Note to drafters: Include the following clauses if Commonwealth Personnel will be located on Contractor or Subcontractor premises. If the Contract does not have this requirement, then the clauses can be replaced with a single clause stating 'Not used'.**

**Note to drafters: The first subclause below covers the Contractor and/or Subcontractor premises under the WHS Legislation (ie, generally within Australia), whereas the second subclause covers locations not covered by the WHS Legislation. If only one of these situations applies, the clause may be modified accordingly.**

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

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

- 9.3.5.2** Prior to the commencement of work by Commonwealth Personnel at the Contractor's and/or Approved Subcontractors' premises, the Contractor shall, when requested, facilitate WHS-related inspections, by the Commonwealth Representative or authorised delegate(s), of the locations to be occupied by the Commonwealth Personnel.
- 9.3.5.3** The Contractor shall ensure, before or as soon as practicable after the commencement of work at a Contractor's or Approved Subcontractors' premises, that Commonwealth Personnel are provided with:
- a. induction training and/or other safety briefings applicable to the work and location; and
  - b. access to safety procedures applicable to the work and location.
- 9.3.5.4** The Commonwealth shall ensure that Commonwealth Personnel who are required to work at the Contractor's or Approved Subcontractors' premises participate in any safety induction training and site safety induction briefings that are provided by the Contractor in accordance with clause 9.3.5.3.
- 9.3.5.5** The Contractor shall notify the Commonwealth Representative of corrective action requirements and remediation activities resulting from WHS Audits applicable to the Contractor's and Approved Subcontractors' premises occupied by Commonwealth Personnel.

#### **9.4 Incident Reporting and Remediation (Core)**

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- 9.4.1** The Contractor shall report, in accordance with the *Defence Safety Manual, Work Health and Safety Event (Incident) Reporting Policy and Guidance*, any Notifiable Incident that involves:
- a. Contractor Personnel on Commonwealth Premises;
  - b. Commonwealth Personnel on Contractor Premises; or
  - c. Contractor Personnel on Contractor Premises where the incident arises out of the conduct of the Commonwealth's business or undertaking (including in connection with GFM or a Commonwealth specified system of work).
- 9.4.2** The report provided under clause 9.4.1 shall include the provision of a completed Department of Defence Form AE527 (as amended or replaced from time to time), or be provided using the Sentinel Event Kiosk on the Defence Protected Network (if applicable).
- 9.4.3** The Contractor shall, in respect of any Notifiable Incident arising out of or in connection with the Contract:
- a. if a Notifiable Incident occurs on Commonwealth Premises (including, if applicable, within GFF), preserve the incident site until the Commonwealth regulator has confirmed that the site may be released (as advised either directly or through the Commonwealth);
  - b. immediately provide the Commonwealth Representative with a copy of the notice required to be provided to the relevant Commonwealth, State or Territory regulator;
  - c. promptly provide the Commonwealth Representative with a copy of any investigation report relating to the Notifiable Incident;
  - d. promptly provide the Commonwealth Representative with copies of any notice or other documentation issued by the relevant Commonwealth, State or Territory regulator; and
  - e. within 10 Working Days of the date of notification to the relevant Commonwealth, State or Territory regulator, provide the Commonwealth Representative with a summary of the related investigations, actions to be taken, and any impact on the Contract that may result from the Notifiable Incident.
- 9.4.4** The Commonwealth shall immediately inform the Contractor of any Notifiable Incident involving Contractor Personnel on Commonwealth Premises of which it is aware, and provide the Contractor with a copy of the notice that is provided by the Commonwealth to the Commonwealth regulator about the Notifiable Incident.



**Option: Include the following clause if clause 9.2, Environmental Management, is included in the Contract.**

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

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

- 9.4.6** The Contractor shall notify the Commonwealth Representative within 10 Working Days of becoming aware of any actual or suspected incident involving the release or leakage of Ozone Depleting Substances or Synthetic Greenhouse Gases from CMCA, except where the release is:
- a. required to occur as part of planned work activities; and
  - b. managed by an appropriately licensed or authorised entity.

## 10. AUSTRALIAN INDUSTRY CAPABILITY (CORE)

**Note to drafters: Clause 10 includes a number of optional clauses that may be considered for larger ASDEFCON (Strategic Materiel) contracts (eg, > \$500M). These may require considerable management effort by all parties involved, and the expected benefits would need to justify the additional overheads. Refer to the AIC Guide for ASDEFCON for further information.**

### 10.1 AIC Management (Core)

- 10.1.1** The Contractor shall develop, deliver and update an AIC Plan in accordance with CDRL Line Number AIC-100.
- 10.1.2** The Contractor shall manage and conduct the AIC program in accordance with the Approved AIC Plan, this clause 10, Attachment F, and clause 4 of the COC.
- 10.1.3** The Contractor shall provide progress and performance reports for the AIC program as part of each applicable CSR, as required by the CDRL.
- 10.1.4** The Contractor shall provide an AIC Compliance Certificate at the same time as each applicable CSR delivery. The Contractor shall also ensure that each AIC Subcontractor provides an AIC Compliance Certificate, which are to be included with each applicable CSR.
- 10.1.5** The Contractor shall also provide an AIC Compliance Certificate to accompany each Australian Contract Expenditure (ACE) measurement report, as required under clause 10.1.6. The parties acknowledge that AIC Subcontractors are not required to provide AIC Compliance Certificates to accompany the ACE measurement reports.
- 10.1.6** The Contractor shall provide an ACE measurement report within 30 Working Days after the occurrence of an ACE Measurement Point, which provides sufficient information and supporting documentation to establish, to the satisfaction of the Commonwealth Representative:
- a. the Achieved ACE Percentage at that ACE Measurement Point; and
  - b. that the Achieved ACE Percentage has been properly determined in accordance with the Contract.
- 10.1.7** The ACE measurement report required under clause 10.1.6 shall include a breakdown of the actual costs incurred and other amounts paid by the Commonwealth under the Contract, up until and including the ACE Measurement Point, with this breakdown to be provided to level 4 of the CWBS in respect of each of the following categories, separating amounts in respect of each category into ACE and Imported Contract Expenditure (ICE):

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

- a. in respect of the Contractor:
  - (i) labour costs (excluding labour provided through a Subcontract);
  - (ii) materials costs (excluding materials provided through a Subcontract);
  - (iii) other direct costs, including travel and accommodation costs;
  - (iv) Subcontract prices (other than prices for AIC Subcontractors and their Subcontractors, with the breakdown of the Subcontract price into ACE and ICE amounts to be provided for each of the top 10 Subcontractors (by price), with all other Subcontractors provided as the 11<sup>th</sup> entry, showing consolidated amounts for ACE and ICE);
  - (v) indirect costs (including overheads and general and administrative costs), including indirect costs applicable to AIC Subcontracts; and
  - (vi) all remaining price elements, including management reserve, profit and incentives, as applicable to the Contractor's work scope and in relation to Subcontracts, and
- b. in respect of each AIC Subcontractor:
  - (i) labour prices (excluding labour provided through a Subcontract);
  - (ii) materials prices (excluding materials provided through a Subcontract);

- (iii) other direct prices, including travel and accommodation; and
- (iv) Subcontract prices (inclusive of all Subcontractors to the AIC Subcontractor, with the breakdown of the Subcontract price into ACE and ICE amounts to be provided for each of the top 10 Subcontractors (by price), with all other Subcontractors provided as the 11<sup>th</sup> entry, showing consolidated amounts for ACE and ICE).

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

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

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

**Option:** *This clause may be included if clause 3.2.5 is included in the SOW (refer clause 3.2.5.1.14).*

**10.1.10** The Commonwealth Representative may agree that the review of the Contractor's implementation of ACE Measurement Rules under clause 10.1.9 can be combined with the Earned Value Management System Review in accordance with clause 3.2.5.1.

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

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

## **10.2 General AIC Activities (Core)**

### **10.2.1 General**

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

- a. undertaking, designing, developing, implementing, and achieving Acceptance of (as applicable) the Australian Industry Activities (AIAs) identified in Attachment F, including undertaking any activities that are necessary or incidental to these AIAs, such as the transfer of technology, TD/IP, know-how and know-why;
- b. providing, as part of the CMS, a schedule of planned activities supporting the execution of the Approved AIC Plan;
- c. incorporating relevant AIC performance measures into the measurement program in accordance with clause 3.2.6, including the measures to be collected, associated collection methods, and analysis techniques;
- d. conducting AIC progress meetings to review progress against the Approved AIC-related plans, Subcontractor AIC Plans, and the activities required under this clause 10, with these AIC progress meetings to be conducted as part of each CPR under clause 3.9.3.
- e. for proposed procurements associated with the Materiel System, continually assessing the capabilities of Australian Industry to:
  - (i) identify any capability and/or skills gaps, including in relation to Sovereignty, and report these to the Commonwealth at the AIC progress meetings or as otherwise required to meet the requirements of the Contract; and

**Note to drafters: Amend the following clause, depending upon whether or not the optional procurement clauses under clause 10.4 and/or clause 10.5 are included in the Contract.**

- (ii) identify additional opportunities for Australian Industry to participate in the Contract work and include these opportunities in the proposed Materiel System procurement activities in accordance with the Approved AIC Plan [...and clause 10.4 or clause 10.5, as applicable...];

**Option: This subclause is to be included if clause 10.2.2 is included in the draft SOW.**

- f. conducting industry forums in accordance with clause 10.2.2 or as otherwise agreed between the parties; and

- g. conducting other activities as set out in this clause 10, Attachment F, and the Approved AIC Plan.

**Option: Include the requirement for industry forums when the scope of subcontracting with Australian Industry over an extended period is likely to be significant.**

## **10.2.2 Industry Forums**

**10.2.2.1** The Contractor shall conduct industry forums to brief Australian Industry on the procurement opportunities for the Contract, as identified in the Approved AIC Plan (or as may arise when circumstances change and new or amended procurement opportunities become available), including the likely scope, how Australian Industry could participate, timelines, points of contact and other salient details (eg, security and Sovereignty). Wherever practicable, these industry forums should be conducted using appropriately secure video conferencing.

**10.2.2.2** The Contractor shall ensure that AIC Subcontractors participate in industry forums where materially relevant to the achievement of the AIC Objectives.

**10.2.2.3** In the period between SRR and PDR and at other times as set out in the Approved AIC Plan, the Contractor shall advise the Commonwealth each month, by notice, of the planned industry forums which are proposed to be conducted over the next three-month period.

**10.2.2.4** The Commonwealth will advise the Contractor of the Commonwealth's intention to attend any or all of the industry forums under clause 10.2.2.3.

**10.2.2.5** Where the Commonwealth provides the Contractor with less than 10 Working Days advance notice of its intention to attend an industry forum, the Contractor shall use reasonable endeavours to facilitate any Commonwealth request made under clause 10.2.2.3.

**10.2.2.6** Prior to each industry forum, the Contractor shall deliver the Agenda for that forum in accordance with CDRL Line Number AIC-110.

**10.2.2.7** Prior to each industry forum, the Contractor shall deliver the Presentation Package for that forum in accordance with CDRL Line Number AIC-120.

**10.2.2.8** Following each industry forum, the Contractor shall deliver the Minutes for that forum in accordance with CDRL Line Number AIC-130.

## **10.2.3 Subcontracting Requirements for AIC**

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

- a. develop, deliver and update a Subcontractor AIC Plan, which details the specific activities and other commitments that the AIC Subcontractor will undertake in connection with the performance of its Subcontract;
- b. report achievements against the Subcontractor AIC Plan; and

- c. conduct other activities, as required by the Contract, to support achievement of the AIC Objectives.
- 10.2.3.2** Upon request, the Contractor shall provide the Commonwealth Representative with a copy of the Subcontractor AIC Plan(s) within five Working Days of the request.
- 10.2.3.3** The Contractor shall ensure that AIC Subcontractors manage and conduct their AIC programs in accordance with their Subcontractor AIC Plans.
- 10.2.3.4** The Contractor shall develop, deliver and update an ANZ Subcontractor Technical Data List (ASTDL) in accordance with CDRL Line Number AIC-150.
- 10.2.3.5** If, at any time, the Contractor identifies any Issues or risks in relation to the provision of Technical Data to ANZ Subcontractors, which could materially affect or undermine the achievement of the AIC Obligations, the AIC Objectives, or the work allocated to an ANZ Subcontractor, the Contractor shall notify the Commonwealth within five Working Days of identifying the Issue(s) or risk(s).
- 10.2.3.6** The Commonwealth may request an extraordinary meeting, in accordance with clause 3.9.2, to discuss how the identified Issue(s) or risk(s) in accordance with clause 10.2.3.5 will be addressed.
- 10.3 Development and Sustainment of Defence-Required Australian Industrial Capabilities (Optional)**

**Note to drafters: Include this clause if the Commonwealth will include one or more DRAICs in the Contract. DRAICs specify requirements relating to Sovereign Defence Industrial Priorities (SDIPs), or other initiatives (eg, not directly related to a SDIP) to create, enhance or maintain key Industrial Capabilities. The complexity of introducing or sustaining these Industrial Capabilities means that a DRAIC operates as a sub-project / sub-program, with commensurate management requirements. Refer to the AIC Guide for ASDEFCON for further information.**

**10.3.1 General**

**10.3.1.1** The Contractor acknowledges and agrees that:

- a. the Defence-Required Australian Industrial Capabilities (DRAICs) applicable to the Contract are set out in Attachment F, including any operating and support concepts and associated functional, performance and programmatic requirements applicable to each DRAIC;
- b. a fully operational and supported DRAIC is a system that comprises a set of DRAIC Elements, such as equipment, facilities, personnel and Technical Data, which are organised in a manner that enables the DRAIC to provide the required Industrial Capability(ies);
- c. the plans for developing and implementing a DRAIC need to address how the required DRAIC Elements are identified, defined, implemented and integrated together to produce a fully operational and supported DRAIC;

**Note: Attachment C identifies whether a complete and operational DRAIC will be subject to Acceptance, or whether only a set of DRAIC Elements will be subject to Acceptance. The latter situation is more likely for sustainment-related DRAICs that are only partially implemented under the Contract, and for which the full implementation will occur under the Contract (Support).**

- d. each DRAIC will be subject to a process of assurance leading to Acceptance, in whole or in part, in accordance with the requirements of clause 10.3.2 and clause 6.8 of the COC; and
- e. for each DRAIC that will be wholly Accepted as a complete and operational DRAIC under the Contract, the DRAIC will be:
  - (i) operated (or employed) by the Australian Entity within which the DRAIC has been implemented (which may be the Contractor, an AIC Subcontractor or other Subcontractor); and
  - (ii) sustained in accordance with this clause 10.3 and any support concepts and requirements pertaining to the DRAIC set out in Attachment F.

**Note to drafters: If multiple DRAICs are identified in Attachment F, drafters should consider if separate DRAICPs are required for some or all DRAICs. Multiple DRAICs can be addressed in a single DRAICP; however, it may be beneficial to have separate DRAICPs for DRAICs that are highly complex, conceptually different, and/or that are required to be delivered at different times, at different locations, or involving different AIC Subcontractors. If multiple DRAICPs are required, the following clauses will need to be amended accordingly.**

- 10.3.1.2** The Contractor shall develop, deliver and update a DRAIC Plan (DRAICP) in accordance with CDRL Line Number AIC-200.
- 10.3.1.3** The Contractor shall manage and conduct the development, implementation, delivery, assurance and sustainment of the DRAICs in accordance with the Approved AIC Plan, this clause 10, and the Approved DRAICP.
- 10.3.2 DRAIC Development, Implementation and Acceptance**
- 10.3.2.1** The Contractor shall:
- a. collaborate with the Commonwealth and any applicable AIC Subcontractor(s) to ensure that the detailed operating and support concepts and associated requirements for each DRAIC are appropriately derived from the higher-level needs and requirements set out in the Contract (eg, in the OCD, FPS and Attachment F), baselined and agreed between the parties;
  - b. to the extent applicable to each DRAIC, ensure that the following activities are undertaken in conjunction with any applicable AIC Subcontractor(s):
    - (i) identify and define the requirements for each of the DRAIC Elements;
    - (ii) identify, define, design and construct the infrastructure and facilities required for the DRAIC;
    - (iii) identify, define and document the processes required to enable the DRAIC to undertake its required activities, including those activities required to sustain the DRAIC;
    - (iv) identify, define, design, develop, procure and/or install the equipment, Information and Communications Technology (ICT), Software and Technical Data elements required for the DRAIC, including for sustaining the DRAIC;
    - (v) identify, recruit, transfer, and/or train the personnel required to enable the DRAIC to undertake its required activities, including for sustaining the DRAIC;
    - (vi) integrate the DRAIC Elements to produce a fully operational and supported DRAIC; and
    - (vii) undertake the necessary assurance activities leading to Acceptance of the DRAIC Elements and/or a complete DRAIC, as applicable; and
  - c. undertake the required work to define, develop and implement each DRAIC to satisfy any programmatic requirements for that DRAIC, including those requirements identified in Attachment C and Attachment F.
- 10.3.2.2** The Contractor shall report on the progress of, and any Issues or risks identified in relation to, the development, implementation and, where applicable, operation of the DRAICs:
- a. as part of the standard reports required under the Contract, including the CSR, Issue Register and Risk Register; and
  - b. if urgent action is required to address the identified Issue(s) or risk(s), by notice within five Working Days of identifying the Issue(s) or risk(s).
- 10.3.2.3** Except to the extent set out elsewhere in the Contract (eg, in relation to the Support System), the Commonwealth will not Accept any individual DRAIC Elements for a DRAIC that is to be Accepted as a complete entity in accordance with Attachment C, but will Accept the DRAIC when it is complete and both operational and supported.
- 10.3.2.4** When either the Commonwealth or the Contractor assesses that a DRAIC is ready for Acceptance, the Contractor shall hold a MSR, the DRAIC Readiness Review (DRAICRR). For clarity, a DRAICRR is not required when the Contractor is only required to deliver

DRAIC Elements and the Contractor is not required to deliver a complete and operational DRAIC.

**10.3.2.5** The Contractor's entry criteria, exit criteria and objectives for DRAICRR shall include those defined in MSR-CHECKLIST-DRAICRR.

**10.3.3 DRAIC Operations, Sustainment and Ongoing Assurance**

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

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

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

- a. have been established (or partly established) by the Contractor or an AIC Subcontractor under the Contract; and
- b. are resident in the Contractor, an AIC Subcontractor or a Related Body Corporate of the Contractor or AIC Subcontractor,

until the earlier of:

- c. Final Acceptance;
- d. if applicable, when the responsibility for sustaining the DRAIC transitions across to the Contract (Support); or
- e. a particular timeframe agreed in writing by the Commonwealth Representative (including through the Approved DRAICP).

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

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

**Note: The following clause applies to any DRAICs that have been established in either a Subcontractor to the Contractor or a Subcontractor to an AIC Subcontractor (other than a Subcontractor that is a Related Body Corporate).**

**10.3.3.4** For any DRAICs not covered by clause 10.3.3.2, which have been established (or partly established) under the Contract and will be required:

- a. only intermittently during the remainder of the Contract (eg, due to variations in demand); or
- b. during the in-service phase,

the Contractor shall ensure that assurance activities are conducted, including in accordance with clause 10.4.3, to continually monitor and assess the ongoing viability of those DRAICs, with the aim of ensuring that they will be available when required for the subsequent Contract activities or for the sustainment of the Materiel System (as applicable).

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

## 10.4 Supply Chain Management (Core)

### 10.4.1 General

**Note to drafters: Supply chain management may be planned within the AIC Plan (if relatively straightforward) or under a stand-alone Supply Chain Management Plan (if the contract is larger and the circumstances are more complex). If the optional procurement clauses in this clause 10.4 are selected, an SCMP must also be selected. If the AIC Plan is to be used as the governing plan, delete the following clause and amend clause 10.4.1.2 accordingly. Refer to the AIC Guide for ASDEFCON for further information (including on the Options A-G in the clause below).**

**Option A: For when a stand-alone Supply Chain Management Plan is required.**

**10.4.1.1** The Contractor shall develop, deliver and update a Supply Chain Management Plan (SCMP) in accordance with CDRL Line Number AIC-300.

**10.4.1.2** Without limiting or otherwise affecting the operation of the parties' rights and obligations in the Contract, the Contractor shall undertake all supply chain management activities, including procurement and subcontracting activities relating to suppliers that either are, or may become, Subcontractors, in accordance with the Approved AIC Plan, this clause 10.4, and the Approved SCMP.

**10.4.1.3** The Contractor shall ensure that AIC Subcontractors, particularly those resident overseas, undertake their supply chain management activities:

- a. in accordance with their respective Subcontractor AIC Plans and the Approved [...INSERT 'SCMP' or 'AIC Plan' AS APPLICABLE...]; and
- b. in a manner that promotes achievement of the AIC Objectives and realises tangible and sustainable Industrial Capabilities that will provide benefit to Defence.

### 10.4.2 Procurement Activities Leading to Subcontract – Requirements for AIC

**10.4.2.1** The parties acknowledge and agree that the requirements under this clause 10.4.2 are only applicable to:

- a. those activities associated with engaging with potential Subcontractors in relation to the procurement of systems, equipment (including materials), Software and/or associated services for the Mission System and/or Support System; and
- b. the procurement of the associated services identified in paragraph a above, which include those services to be undertaken by the potential Subcontractors that either lead to, or form part of the scope of work for, the provision of systems, equipment and/or Software, such as (for example) design services as an initial stage of a multi-stage procurement activity.

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

- a. structuring the activities to maximise opportunities for Australian Industry to participate in the procurement on a fair and equitable basis;
- b. seeking advice from applicable representative organisations and/or advocates (eg, the Office of Defence Industry Support (ODIS)), including to identify opportunities for Australian Entities (particularly SMEs), with the aim of:
  - (i) establishing and/or helping to maintain a sustainable industry base in support of the Contract work and, where applicable, the Capability and Other Capabilities; and
  - (ii) where appropriate, achieving commonality and standardisation of equipment across the Capability and Other Capabilities;
- c. for procurement activities relating to a supplier that either is, or may become, an Approved Subcontractor, working collaboratively with the Commonwealth to understand the full extent of the potential capability and capacity of Australian Industry to meet the requirements of each procurement;



- d. wherever applicable, ensuring that the procurement activities address any AIAs set out in Attachment F;

**Option B: To be included when clause 10.4.2.3 is included.**

- e. collaborating with the Commonwealth to identify, and capture in the SCMP, the procurement activities for operationally-significant systems or equipment for the Mission System for which the Commonwealth may wish to specify additional Sovereignty-related requirements to those set out in the Contract (eg, in the OCD, FPS or Attachment F) in accordance with clause 10.4.2.3;
- f. ensuring that the procurement activities address any additional Sovereignty requirements specific to the equipment being procured, which are notified by the Commonwealth in accordance with clause 10.4.2.3; and

**Option C: To be included when sustainment-related DRAICs are applicable to the Contract.**

- g. for any sustainment-related DRAICs, using the procurement activities under the Contract to establish an efficient and effective supply chain, which is then available to support Sovereignty for the Mission System after the Mission System has been Accepted and has transitioned to the in-service phase.

**Option D: Include this option when the Commonwealth wishes to be able to provide additional requirements in relation to the Industrial Capabilities, which are specific to particular systems / subsystems or items of equipment within the Mission System. These requirements should only be necessary for Mission Systems that require significant design and development work.**

**10.4.2.3** At least 20 Working Days prior to the date for the initiation of a procurement process (ie, prior to the start of the development of a strategy or plan for that procurement) relating to an operationally-significant system or equipment for the Mission System (as identified in the Approved SCMP), the Commonwealth shall notify the Contractor as to whether there are any Industrial Capabilities or other Sovereignty requirements, specific to the particular system or equipment, which are:

- a. additional to those set out in Attachment F, the Approved AIC Plan and the Approved SCMP; and
- b. required to be established in Australia because they are assessed by the Commonwealth as critical for achieving Sovereignty for the Mission System.

**10.4.2.4** The parties acknowledge that the Industrial Capabilities in relation to specific systems or equipment for the Mission System, as either set out in the Contract or advised pursuant to clause 10.4.2.3, may be able to be established by the Contractor, by an AIC Subcontractor, by a Subcontractor to an AIC Subcontractor, or through some combination of these means.

**10.4.2.5** In addressing the Industrial Capability and Sovereignty requirements (including any additional requirements notified under clause 10.4.2.3) as part of a procurement process relating to a specific system or equipment for the Mission System, the Contractor shall:

- a. liaise with the Commonwealth to confirm that the approach it intends to adopt will actually satisfy the Commonwealth's requirements, and make any adjustments to the approach until agreement is reached;
- b. if adopting the agreed approach requires a change to the Contract, raise a CCP in accordance with clause 11.1 of the COC; and
- c. subject to agreement on any CCP required pursuant to paragraph b above:

- (i) incorporate the agreed approach, in relation to the additional requirements, into its procurement strategy and/or plan for the procurement; and
- (ii) incorporate the necessary contractual requirements into the Contractor's Supplier Request Document to address the agreed approach, including in relation to IP rights, access to Technical Data, and in those circumstances where one or more of the potential suppliers may not be an Australian Entity, transfer of technology, know-how and know-why to Australian Industry.

***Option E: Include this option when the Commonwealth wishes to engage in the Contractor's procurement activities to ensure that opportunities for Australian Industry are maximised. Typically, this option would be included with the preceding set of optional clauses, but does not have to be, and it could be included without including the previous optional clauses.***

**10.4.2.6** For activities relating to the procurement of materiel for the Materiel System, which are either operationally significant or assessed by the Commonwealth as critical for achieving Sovereignty for the Mission System, the Contractor shall develop and deliver a Materiel Procurement Strategy (MPS) for the relevant procurement in accordance with CDRL Line Number AIC-310.

**10.4.2.7** The Contractor shall not issue the Supplier Request Document in respect of a procurement activity under clause 10.4.2.6 until the Commonwealth has Approved the MPS in respect of that procurement.

***Option F: Include this option if the AIC Initiatives Program is included at clause 10.5.***

**10.4.2.8** Where, as part of its procurement activities to establish a Subcontract, the Contractor identifies an Australian Entity where the goods and/or services from that supplier require further development to be suitable for incorporation into the Supplies, the Contractor shall advise the Commonwealth in accordance with clause 10.5.4. Unless otherwise notified in writing by the Commonwealth, the Contractor shall progress this procurement activity under the AIC Initiatives Program in accordance with clause 10.5.

***Option G: Include this option if the Commonwealth wishes to be involved in in the Contractor's procurement activities to ensure that opportunities for Australian Industry are maximised. Typically, this option would be included along with the optional clauses 10.4.2.6-10.4.2.6, but could be included as a standalone option if references to the MPS were to be deleted.***

**10.4.2.9** Where:

- a. the Contractor envisages that a procurement activity for the supply of materiel for the Materiel System will not result in an Australian Entity being selected; and
- b. an MPS had been raised for this activity and the Approved MPS does not provide for this circumstance,

the Contractor shall develop and deliver a Materiel Procurement Business Case (MPBC) in accordance with CDRL Line Number AIC-320 to justify the decision.

**10.4.2.10** The Commonwealth will provide a response to the MPBC within the timeframe set out in the CDRL, advising if it has any objections to the Contractor proceeding on the basis set out in the MPBC, and if objections are raised, may request an extraordinary meeting in accordance with clause 3.9.2 to review the MPBC.

**10.4.2.11** If no response to the MPBC is provided by the Commonwealth within the timeframe set out in the CDRL, the Contractor may proceed with the procurement as proposed. Where the Commonwealth has raised objections to the Contractor proceeding on the basis set

out in the MPBC, the Contractor shall not proceed until after the parties have met to review the MPBC, and an agreed way forward determined.

**10.4.2.12** If the agreed way forward requires a change to the Contract, the Contractor shall raise a CCP in accordance with clause 11.1 of the COC. The parties acknowledge and agree that, where a CCP is required:

- a. the procurement will not be able to progress until the CCP is agreed; and
- b. the CCP will be based on the following requirements:
  - (i) the Contractor remains responsible for delivering fit-for-purpose Supplies, including in the context of CAID and the Contractor's Design Authority responsibilities for the Mission System, as set out in clause 4.1.2; and
  - (ii) except as may otherwise be agreed in the CCP, the Commonwealth will be responsible for any change to the cost, schedule and/or Capability baselines for the Contract (including the Mission System FBL and/or Support System FBL).

### **10.4.3 Supply Chain Assurance**

**10.4.3.1** The Contractor shall conduct, and shall ensure that its AIC Subcontractors conduct (to the extent required), assurance activities in accordance with the Approved SCMP to monitor and assess the ANZ Sovereignty-related elements of their supply chain for the Materiel System, which are:

- a. those Industrial Capabilities (including DRAICs and other applicable AIAs identified in Attachment F) that have been created or enhanced within Subcontractors (other than AIC Subcontractors) under the Contract and that are expected to be required during the sustainment phase; and
- b. the ANZ elements of the Contractor's supply chain (including the ANZ elements of the AIC Subcontractors' supply chains) that are expected to be required during the sustainment phase,

with the aim of ensuring that those Industrial Capabilities and ANZ elements of the Contractor's supply chain will be available when required for the acquisition and/or sustainment of the Materiel System.

**10.4.3.2** The Contractor shall report to the Commonwealth on any Issues or risks identified in relation to the Sovereignty-related elements of their supply chain for the Materiel System:

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

**10.4.3.3** If requested by the Commonwealth Representative, the Contractor shall meet with the Commonwealth to discuss the Issue(s) or risk(s) identified pursuant to clause 10.4.3.2.

**10.4.3.4** This meeting shall be conducted as an extraordinary meeting in accordance with clause 3.9.2, with the objective of the meeting being to determine the best approach to address the Issue(s) and mitigate the risks(s) (which, for clarity, could include doing nothing). The Contractor shall ensure that AIC Subcontractors' representatives participate in the meeting where relevant to the Issue(s) and risk(s) being addressed.

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

### **10.5 AIC Initiatives Program (Optional)**

**Note to drafters: The AIC Initiatives program identifies and implements opportunities to promote AIC Objectives (eg, to increase ACE or Industrial Capability by transferring work to Australia that would otherwise occur overseas). Inclusion of the AIC Initiatives Program should be justified by the ability to implement opportunities within a framework that addresses the implications for**

***schedule, cost and the functionality of the Supplies. If drafters are unsure about the inclusion of this clause, a note to tenderers may be inserted to include the clause pending the review of tender responses. Refer to the AIC Guide for ASDEFCON for further information.***

- 10.5.1** In the period between ED and SSDDR (and at other times when circumstances change and the potential for new or revised opportunities becomes available), the Contractor shall identify, analyse and implement Australian Industry Opportunities (AIOs) in accordance with this clause 10.5 to actively promote and enhance the AIC Objectives while ensuring that (except to the extent that the Contract is amended by a CCP to address the AIO):
- a. the Supplies are provided in accordance with the Contract; and
  - b. the other requirements of the Contract continue to be achieved in accordance with the Contract.
- 10.5.2** The Contractor shall manage the AIC Initiatives Program in accordance with the Approved AIC Plan. The Contractor acknowledges and agrees that the AIC Initiatives Program:
- a. is not to be used to achieve the Prescribed ACE Percentage; and
  - b. if the CCP to implement a potential AIO is agreed by the Commonwealth, there will typically be an increase to the Prescribed ACE Percentage.
- 10.5.3** The Contractor shall use its best endeavours to identify potential AIOs and shall actively consult with its AIC Subcontractors to identify potential AIOs. The Contractor acknowledges that the Commonwealth may also notify the Contractor of a potential AIO.
- 10.5.4** When the Contractor, an AIC Subcontractor, or the Commonwealth identifies a potential AIO, the Contractor shall:
- a. except where the Commonwealth has identified the potential AIO, advise the Commonwealth of the potential AIO within a timeframe:
    - (i) commensurate with the envisaged impact of the potential AIO on the Contract, particularly in relation to cost and schedule; and
    - (ii) that enables, wherever practicable, actions to be taken in relation to the potential AIO so that there is minimal impact on the Contract, particularly where the goods and/or services from that supplier require further development to be suitable for incorporation into the Supplies;
  - b. collaborate with the Commonwealth to determine whether the potential AIO is of interest to the Commonwealth and, if so, to:
    - (i) fully define the nature and scope of the potential AIO, particularly in relation to those aspects of greatest interest or concern to the Commonwealth; and
    - (ii) assist with determining the activities to be performed by the Contractor and/or the Commonwealth before a MPBC for the AIO can be developed and delivered by the Contractor in accordance with clause 10.5.5.
- 10.5.5** Except where otherwise agreed between the parties as an outcome of the activities under clause 10.5.4, the Contractor shall develop and deliver a MPBC for a potential AIO in accordance with CDRL Line Number AIC-320.
- 10.5.6** The parties acknowledge and agree that a MPBC for a potential AIO will only be developed and delivered to the Commonwealth on the following basis:
- a. the Contractor remains responsible for delivering fit-for-purpose Supplies, including in the context of CAID and the Contractor's Design Authority responsibilities for the Mission System, as set out in clause 4.1.2; and
  - b. except to the extent that the Contract is amended through a CCP in accordance with clause 11.1 of the COC, there will be no change to the cost, schedule and/or Capability baselines for the Contract (including the Mission System FBL and/or Support System FBL).
- 10.5.7** The Contractor shall, within 20 Working Days (or such longer period agreed between the parties) after the Contractor has been notified of an Approved MPBC for an AIO (now referred to as an 'Approved AIO') under clause 10.5.6, prepare and submit to the

Commonwealth a CCP in accordance with clause 11.1 of the COC, which includes an update to Attachment F and the Approved AIC Plan to give effect to the Approved AIO.

**10.5.8** The Contractor shall not commence the implementation of an Approved AIO and neither party will be under an obligation to agree to implement an Approved AIO until the CCP to implement the Approved AIO under clause 10.5.7 is signed by both parties.

**10.5.9** Subject to clause 10.5.8, the Contractor shall implement each Approved AIO in accordance with the Contract (as amended by the CCP).

## **10.6 Research and Development (Optional)**

***Note to drafters: Include this clause when the Contract will include (or sponsor) R&D activities. R&D activities could be initiated under the Contract or follow a prior activity (eg, a technology demonstrator). The outcomes from these R&D activities could be considered for incorporation during the period of the Contract or during a subsequent in-service technology insertion (from knowledge established under the Contract).***

***As R&D activities could involve more complex IP provisions and other non-standard commercial considerations, commercial / legal advice should be sought when including this clause.***

***If drafters are unsure about the inclusion of this clause, a note to tenderers may be inserted to include the clause pending the review of tender responses. Refer to the AIC Guide for ASDEFCON for further information.***

### **10.6.1 Objectives**

**10.6.1.1** The parties acknowledge that the objectives of the research and development (R&D) program are to conduct and promote Materiel System R&D activities with the Commonwealth and third parties within Australia to:

- a. drive capability improvement during the acquisition phase and over the life of the Mission System to:
  - (i) address emergent threats;
  - (ii) exploit emergent technology and other innovations as appropriate; and
  - (iii) [...DRAFTER TO INSERT...];
- b. enable the Commonwealth to continue to meet operational needs over the life of the Mission System; and
- c. as part of the AIC program:
  - (i) support the establishment of the ANZ Industrial Capabilities necessary to support Sovereignty for the Materiel System; and
  - (ii) involve Australian Industry in innovation and R&D in support of the Contract, particularly to enhance and expand the products available from the Australian industrial base, which can then be used to meet the objectives identified at paragraphs a and b above, support other Defence programs, and enhance the export offerings available from Australia.

### **10.6.2 R&D Management**

**10.6.2.1** The Contractor shall develop, deliver and update a Research and Development Management Plan (R&DMP) in accordance with CDRL Line Number AIC-400.

**10.6.2.2** The Contractor shall implement and manage the R&D program in accordance with the Approved AIC Plan, this clause 10, and the Approved R&DMP.

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

**10.6.2.4** The Contractor shall prepare and submit to the Commonwealth Representative an initial assessment of each potential R&D opportunity in accordance with clause 10.6.2.5 and the Approved R&DMP where:

- a. the Contractor identifies a potential R&D opportunity; or

b. the Commonwealth notifies the Contractor of a potential R&D opportunity.

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

- a. an outline of the scope of the potential R&D opportunity;
- b. an indication of the effort required to implement the potential R&D opportunity, including the implications for the Commonwealth, Contractor, Subcontractors and third parties (as applicable); and
- c. an outline of the costs, benefits and risks of implementing the potential R&D opportunity.

**10.6.2.6** The Commonwealth shall:

- a. advise the Contractor of its priorities in relation to any potential R&D opportunities;
- b. provide Approval or otherwise of any potential R&D opportunities using the information provided by the Contractor under clauses 10.6.2.4 and 10.6.2.5; and
- c. where additional funding may be required to pursue the potential R&D opportunity, advise the Contractor as to the likely timeframes when this funding may be available.

**10.6.2.7** In those circumstances where the Commonwealth is required to provide additional funding under the Contract to pursue an R&D opportunity, the Contractor shall, within 20 Working Days (or such longer period agreed between the parties) after the Contractor has been notified of the Commonwealth's Approval under clause 10.6.2.6, prepare and submit to the Commonwealth a CCP in accordance with clause 11.1 of the COC, which includes an update to the Approved AIC Plan and the Approved R&DMP and the required additional funding to give effect to the Approved R&D opportunity.

**10.6.2.8** The Contractor shall not commence the implementation of an Approved R&D opportunity and neither party will be under an obligation to agree to implement an Approved R&D opportunity until the CCP to implement the Approved R&D opportunity under clause 10.6.2.7 is signed by both parties.

**10.6.2.9** Subject to clause 10.6.2.8, the Contractor shall implement each Approved R&D opportunity in accordance with the Contract (as amended by the CCP).

**10.6.2.10** The Contractor shall report on the R&D program and each Approved R&D opportunity:

- a. in accordance with the Approved R&DMP;
- b. as part of the progress meetings required under clause 3.9.1; and
- c. within the CSR.