

ASDEFCON LINKAGES MODULE AMENDMENT INSTRUCTIONS

CONTRACT (SUPPORT) ATTACHMENTS

The following are amendments to be made to the ASDEFCON (Support) V4.0 template attachments to the draft conditions of contract as part of a linked request for tender package using the ASDEFCON Linkages Module.

ANNEX B TO ATTACHMENT B

RECURRING SERVICES

1.1.1

Amend the note to drafters for Table B-1 (Increments in the Core Services Fee for Ramp Up Stages), and **insert** the examples of Concurrent Contract Milestones into Table B-1, as follows:

Note to drafters: The events in Table B-1 are to be the same as those in the draft Tables for the Core Services Fee to be initially developed in TDR D1-2. The following example table entries are to be replaced to meet individual draft Contract needs – including cross references to the applicable Core Services Fee table. Drafters are to develop Table B-1 to identify Concurrent Contract Milestones (CCMs) and, where applicable, criteria that relate to Contract (Acquisition) Milestones.

When linked to a Contract (Acquisition), Ramp Up events can be aligned the delivery milestones for additional Mission Systems and Support Resources and referred to as Concurrent Contract Milestones (CCMs). Refer to the ASDEFCON Linkages Module (Strategic) for guidance.

Table B-1: Increments in the Core Services Fee for Ramp Up Stages

Ramp Up Stage No.	Event Name	Event Criteria	CSF Table Reference
(a)	(b)	(c)	(d)
0	Operative Date (CCM#3)	<ul style="list-style-type: none"> completion of all of the obligations specified in COC clause 1.5.3 completion of all activities in the Approved Phase In Plan completion of First SAA(A) (CCM#3) [DRAFTER TO INSERT] 	Table B-2
1	CMR#1: Services for [INSERT DESCRIPTION] (CCM#4)	<ul style="list-style-type: none"> achievement of all preceding Ramp Up stage event criteria completion of Second SAA(A) and Third SAA(A) completion of Fourth SAA(A) (CCM#4), sufficient Mission Systems and Support Services available to enable [INSERT CAPABILITY-RELATED DESCRIPTION] at [INSERT SITE] completion of related activities in the Approved Ramp Up Management Plan (RUMP) [DRAFTER TO INSERT] 	Table B-3
[INSERT #]	[INSERT CCM#]: Services for [INSERT DESCRIPTION]	<ul style="list-style-type: none"> achievement of all preceding ramp up stage event criteria sufficient Mission Systems and Support Services available to enable [INSERT CAPABILITY-RELATED DESCRIPTION] at [INSERT SITE] completion of related activities in the Approved RUMP [DRAFTER TO INSERT] 	[etc]

Amend the notes for Table B-1 as follows:

- a. **Ramp Up Stage No.:** A serial number assigned to each stage within the Ramp Up period.
- b. **Event Name:** Identifies the event (which may be a Milestone), or series of events. An event that is a Concurrent Contract Milestone (CCM) is identified by a unique CCM number (eg, 'CCM#1').

- c. **Event Criteria:** The criteria (which may include reference to a Milestone for Milestone criteria) that are required to be met to progress to the next Ramp Up stage. Where reference is made to a Contract (Acquisition) Milestone, it is identified by its abbreviation and the suffix '(A)' (eg, 'SAA(A)'). An event that is a CCM is identified by a unique CCM number (eg, 'CCM#1').
- d. **CSF Table Reference:** Reference to table that includes the Core Services Fees to be applied during the stage.

Amend the note to drafters for Table B-4 (Increments in the Excluded Services Fee for Phase In and Ramp Up), and insert the examples of Concurrent Contract Milestones into Table B-4, as follows:

Note to drafters: The events in Table B-4 that trigger increments in the Excluded Services Fee, for the period until the full Excluded Services Fee becomes payable, will often not be the same as those for the Core Services Fee. Events in Table B-4 are to be the same as those in the draft tables for the Excluded Services Fee to be developed in TDR D1-3. The following example table entries are to be replaced to meet individual draft Contract needs – including cross references to the applicable Excluded Services Fee table. Drafters are to develop Table B-4 to identify CCMs and, where applicable, criteria that relate to Contract (Acquisition) Milestones. Drafters should ensure that the Table numbering is appropriately updated.

Table B-4: Increments in the Excluded Services Fee for Phase In and Ramp Up

Increment	Event Name	Event Criteria	ESF Table Reference
(a)	(b)	(c)	(d)
1	Occupation of GFF at [INSERT SITE]	<ul style="list-style-type: none"> • completion of FACRR(A) for GFF • completion of related activities in the Approved Phase In Plan (PHIP) • [DRAFTER TO INSERT] 	Table B-5
2	Operative Date (CCM#3)	<ul style="list-style-type: none"> • achievement of all preceding increment event criteria • completion of all obligations specified in COC clause 1.5.3 • completion of related activities in the Approved PHIP • completion of First SAA(A) (CCM#3) • [DRAFTER TO INSERT] 	Table B-5

Amend the notes for Table B-4 as follows:

- e. **Increment:** A serial number assigned to each increment within the Phase In and Ramp Up periods.
- f. **Event Name:** Identifies the event (which may be a Milestone), or series of events. An event that is a Concurrent Contract Milestone (CCM) is identified by a unique CCM number (eg, 'CCM#1').
- g. **Event Criteria:** The criteria (which may include reference to a Milestone for Milestone criteria) that are required to be met to progress to the next Ramp Up stage. Where reference is made to a Contract (Acquisition) Milestone, it is identified by its abbreviation and the suffix '(A)' (eg, 'SAA(A)'). An event that is a CCM is identified by a unique CCM number (eg, 'CCM#1').
- h. **ESF Table Reference:** Reference to the table that includes the Excluded Services Fees to be applied during the increment.

ATTACHMENT M

GLOSSARY

1. ACRONYMS AND ABBREVIATIONS

Insert the following abbreviations into the Acronyms and Abbreviations table:

Abbreviation	Description
CCM	Concurrent Contract Milestone
CTXP	Contractor (Acquisition) Transition Plan
S&TEPPR	Support and Test Equipment Provisioning Preparedness Review
SAA	System Acceptance Audit
SPPR	Spares Provisioning Preparedness Review
SSDDR	Support System Detailed Design Review
TEPPR	Training Equipment Provisioning Preparedness Review
TNGRR	Training Readiness Review
TXRR	Transition Requirements Review
TXWG	Transition Working Group

2. DEFINITIONS

Replace or insert the following defined terms into the Definitions table:

Term	Status	Definition
Approved Subcontractor (Acquisition)	(Core)	has the meaning given to the term Approved Subcontractor in the Contract (Acquisition).
Associated Parties	(Core)	means other entities (including the Contractor (Acquisition), other contractors and Commonwealth organisations) performing activities related to the Products, the Services, the Capability, the parent system or platform (if applicable), or otherwise having a connection with the Services being provided or the work to be performed under the Contract.
Change of Control	(Core)	means where a body corporate or entity that: <ol style="list-style-type: none"> controls the Contractor or the Guarantor ceases to Control the Contractor or the Guarantor; Controls the Contractor (Acquisition) or the Guarantor (Acquisition) ceases to Control the Contractor (Acquisition) or the Guarantor (Acquisition); does not Control the Contractor or the Guarantor comes to Control the Contractor or Guarantor; or does not Control the Contractor (Acquisition) or the Guarantor (Acquisition) comes to Control the Contractor (Acquisition) or the Guarantor (Acquisition).
Commonwealth Contractor	(Core)	means a person (other than the Contractor, a Subcontractor, the Contractor (Acquisition) or a Subcontractor (Acquisition)) engaged by the Commonwealth to provide goods or services to the Commonwealth.

Term	Status	Definition
Commonwealth Default	(Core)	means a Default by the Commonwealth, a Commonwealth Officer or a Commonwealth Contractor under this Contract or a 'Commonwealth Default' as defined in the Contract (Acquisition).
Concurrent Contract Milestone or CCM	(Core)	means those Milestones identified in Annex A to Attachment B as Concurrent Contract Milestones.
Confidential Information		<p>means:</p> <ul style="list-style-type: none"> a. information in the Contract that is specifically identified in Attachment N or in the Confidential Information section of an S&Q Order; b. any other information: <ul style="list-style-type: none"> (i) that is commercially sensitive (not generally known or ascertainable); (ii) the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and (iii) that was provided with an express or implied understanding that it would remain confidential; and b. any information that is identified as Confidential Information (as that term is defined in the Contract (Acquisition)) in the Contract (Acquisition), <p>but does not include information which:</p> <ul style="list-style-type: none"> c. is or becomes public knowledge other than by breach of the Contract; d. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or e. has been independently developed or acquired by the receiving party.
Contractor (Acquisition) Default	(Core)	has the meaning given to the term Contractor Default in the Contract (Acquisition).
Contractor (Acquisition) Personnel	(Core)	has the meaning given to the term Contractor Personnel in the Contract (Acquisition).
Contractor (Acquisition) Premises	(Core)	has the meaning given to the term Contractor Premises in the Contract (Acquisition).

Term	Status	Definition
Control	(Core)	<p>means, in relation to the Contractor, the Contractor (Acquisition), the Guarantor or the Guarantor (Acquisition):</p> <ol style="list-style-type: none"> a. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in any of the Contractor, the Contractor (Acquisition), the Guarantor or the Guarantor (Acquisition); b. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in any of the Contractor, the Contractor (Acquisition), the Guarantor or the Guarantor (Acquisition) c. the ability to appoint or remove a majority of the directors of any of the Contractor, the Contractor (Acquisition), the Guarantor or the Guarantor (Acquisition); d. the ability to exercise or control the exercise of the casting of a majority of the votes at the meeting of the board of directors of any of the Contractor, the Contractor (Acquisition), the Guarantor or the Guarantor (Acquisition); or e. any other means, direct or indirect, of dominating the decision making and financial and operating policies of any of the Contractor, the Contractor (Acquisition), the Guarantor or the Guarantor (Acquisition).
Default	(Core)	<p>means any of the following:</p> <ol style="list-style-type: none"> a. a breach of an express or implied provision of the Contract by a party to the Contract; and b. a breach of a general law duty or an applicable law in relation to the Contract by any of the following: <ol style="list-style-type: none"> (i) the Commonwealth or Commonwealth Personnel; (ii) a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor; (iii) the Contractor or Contractor Personnel; and (iv) the Contractor (Acquisition) or Contractor (Acquisition) Personnel. <p>A breach of a general law duty or an applicable law by Commonwealth Personnel, a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor is taken to be a Default by the Commonwealth.</p> <p>A breach of a general law duty or an applicable law by Contractor Personnel, the Contractor (Acquisition) or Contractor (Acquisition) Personnel is taken to be a Default of the Contractor.</p>
Excepted Risk	(Core)	<p>means an event or circumstance that is any of the following:</p> <ol style="list-style-type: none"> a. an act of God, including a natural disaster, such as a bushfire, an earthquake, a flood, a landslide or a cyclone; b. war, invasion, acts of foreign enemies, hostilities between nations, a terrorist act as defined in section 100.1 of the Criminal Code, civil insurrection or militarily usurped power; c. confiscation by governments or public authorities; or d. ionising radiation, contamination by radioactivity from nuclear fuel or waste, or combustion of nuclear fuels, except to the extent that the event or circumstance (or any resulting delay, loss or damage): e. arose out of or as a consequence of a Contractor Default or a Contractor (Acquisition) Default; or

Term	Status	Definition
		f. could have been prevented or mitigated by reasonable care on the part of any of the Contractor, Contractor Personnel, the Contractor (Acquisition) or Contractor (Acquisition) Personnel.
GFF Delay Event (Acquisition)	(Core)	has the meaning given to the term GFF Delay Event in the Contract (Acquisition)
Guarantor (Acquisition)	(Core)	means the Guarantor specified in the Details Schedule of the Contract (Acquisition).
Subcontractor (Acquisition)	(Core)	has the meaning given to the term Subcontractor in the Contract (Acquisition).
Supplies	(Core)	has the meaning given to that term in the Contract (Acquisition).
Transition	(Core)	has the meaning given to that term in the Contract (Acquisition).
Transition Requirements Review	(Core)	has the meaning given to that term in the Contract (Acquisition).
Unrelated Party	(Core)	means any person other than any of the following: a. the Commonwealth and Commonwealth Personnel; b. the Contractor and Contractor Personnel; c. the Contractor (Acquisition) and Contractor (Acquisition) Personnel; d. a Related Body Corporate of the Contractor; e. a Related Body Corporate of the Contractor (Acquisition); f. an employee, officer or agent of a Related Body Corporate of the Contractor; and g. an employee, officer or agent of a Related Body Corporate of the Contractor (Acquisition).