GLOSSARY (CORE)

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

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

1. Acronyms and Abbreviations

| Abbreviation | Description |
| --- | --- |
| 1. AAI | 1. Accountable Authority Instructions |
| 1. ABL | 1. Allocated Baseline |
| 1. ABN | 1. Australian Business Number |
| 1. ABS | 1. Australian Bureau of Statistics |
| 1. ACE | 1. Australian Contract Expenditure |
| 1. ACM | 1. Asbestos Containing Material |
| 1. ACN | 1. Australian Company Number |
| 1. ACQPW | 1. Acquisition Pricing Workbook |
| 1. ACSC | 1. Australian Cyber Security Centre |
| 1. ACSI | 1. Australian Communications Security Instruction |
| 1. ADF | 1. Australian Defence Force |
| 1. AFD | 1. Application for a Deviation |
| 1. AIA | 1. Australian Industry Activity |
| 1. AIC | 1. Australian Industry Capability |
| 1. AIO | 1. Australian Industry Opportunity |
| 1. ANP | 1. Australian Naval Publication |
| 1. ANZ | 1. Australia and New Zealand |
| 1. ARBN | 1. Australian Registered Body Number |
| 1. ASARP | 1. As Secure As Reasonably Practicable |
| 1. ASTDL | 1. ANZ Subcontractor Technical Data List |
| 1. ATO | 1. Australian Taxation Office |
| 1. ATO | 1. Authorisation to Operate |
| 1. ATO‑C | 1. Authorisation to Operate with Conditions |
| 1. ATP&Ps | 1. Acceptance Test Plan and Procedures |
| 1. ATR | 1. Acceptance Test Report |
| 1. AV&V | 1. Acceptance Verification and Validation |
| 1. BRDP | 1. Business Rule Decision Points |
| 1. BREX | 1. Business Rules Exchange |
| 1. CAGE | 1. Commercial and Government Entity (see also NCAGE) |
| 1. CAID | 1. Clear Accountability In Design |
| 1. CASG | 1. Capability Acquisition and Sustainment Group |
| 1. CASP | 1. Commonwealth Assets Stocktaking Plan |
| 1. CASR | 1. Commonwealth Assets Stocktaking Report |
| 1. CBD | 1. Certification Basis Description |
| 1. CCP | 1. Contract Change Proposal |
| 1. CCR | 1. Configuration Change Register |
| 1. CDRL | 1. Contract Data Requirements List |
| 1. CFA | Commercial and Financial Analysis |
| 1. CI | 1. Configuration Item |
| 1. CM | 1. Configuration Management |
| 1. CMCA | 1. Contractor Managed Commonwealth Assets |
| 1. CMP | 1. Configuration Management Plan |
| 1. CMS | 1. Contract Master Schedule |
| 1. COC | 1. Conditions of Contract |
| 1. COMSEC | 1. Communications Security |
| 1. COTS | 1. Commercial-Off-The-Shelf |
| 1. CPR | 1. Contract Performance Review |
| 1. CPRs | 1. Commonwealth Procurement Rules |
| 1. CR | 1. Commonwealth Representative |
| 1. CSA | 1. Configuration Status Accounting |
| 1. CSAR | 1. Configuration Status Accounting Report |
| 1. CSCI | 1. Computer Software Configuration Item |
| 1. CSCR | 1. Cyber Security Case Report |
| 1. CSCRP | 1. Cyber Supply Chain Risk Plan |
| 1. CSDB | 1. Common Source Data Base |
| 1. CSIRO | 1. Commonwealth Scientific and Industrial Research Organisation |
| 1. CSR | 1. Contract Status Report |
| 1. CSWBS | 1. Contract Summary Work Breakdown Structure |
| 1. CTIS | 1. Cyber Threat Intelligence Sharing |
| 1. CTXP | 1. Contractor Transition Plan |
| 1. CWBS | 1. Contract Work Breakdown Structure |
| 1. DASA | 1. Defence Aviation Safety Authority |
| 1. DASR | 1. Defence Aviation Safety Regulations |
| 1. DCwS | 1. Defence Cyberworthiness System |
| 1. DDG | Defence Digital Group |
| 1. DDN | 1. Data Dispatch Note |
| 1. DDR | 1. Detailed Design Review |
| 1. DESE | 1. Digitally Enabled Systems and Equipment |
| 1. DID | 1. Data Item Description |
| 1. DIDS | 1. Defence Industry Development Strategy |
| 1. DISP | 1. Defence Industry Security Program |
| 1. DML | 1. Data Management List |
| 1. DOR | 1. Description of Requirement |
| 1. DRAIC | 1. Defence-Required Australian Industrial Capability |
| 1. DRAICRR | 1. DRAIC Readiness Review |
| 1. DSPF | 1. Defence Security Principles Framework |
| 1. DS&VS | 1. Defence Security and Vetting Service |
| 1. DWRM | 1. Defence Workplace Relations Manual |
| 1. E3 | 1. Electromagnetic Environmental Effects |
| 1. E8MM | 1. Essential Eight Maturity Model |
| 1. ECARS | 1. Equipment Certification to Access Radio Frequency Spectrum |
| 1. ECP | 1. Engineering Change Proposal |
| 1. EMC | 1. Electromagnetic Compatibility |
| 1. EMI | 1. Electromagnetic Interference |
| 1. EMM | Engineering and Maintenance Manual |
| 1. EMP | Electromagnetic Pulse |
| 1. ENVMS | 1. Environmental Management System |
| 1. ERP | Enterprise Resource Planning |
| 1. ESCM | Electronic Supply Chain Manual |
| 1. EVM | 1. Earned Value Management |
| 1. EVMP | 1. Earned Value Management Plan |
| 1. EVMS | 1. Earned Value Management System |
| 1. FAC | 1. Final Acceptance Certificate |
| 1. FACRR | 1. Facilities Readiness Review |
| 1. FBL | 1. Functional Baseline |
| 1. FCA | 1. Functional Configuration Audit |
| 1. FRAR | 1. Facilities Requirements Analysis Report |
| 1. FTE | 1. Full-Time Equivalent |
| 1. GFD | 1. Government Furnished Data |
| 1. GFE | 1. Government Furnished Equipment |
| 1. GFF | 1. Government Furnished Facilities |
| 1. GFI | 1. Government Furnished Information |
| 1. GFM | 1. Government Furnished Material |
| 1. GFS | 1. Government Furnished Services |
| 1. GST | 1. Australian Goods and Services Tax |
| 1. HAR | 1. Hazard Analysis Report |
| 1. HE | 1. Human Engineering |
| 1. HEPP | 1. Human Engineering Program Plan |
| 1. HERF | 1. Hazards of Electromagnetic Radiation to Fuel |
| 1. HERO | 1. Hazards of Electromagnetic Radiation to Ordnance |
| 1. HL | 1. Hazard Log |
| 1. HRI | 1. Hazard Risk Index |
| 1. HSI | 1. Human System Interface |
| 1. HSMP | 1. Health and Safety Management Plan |
| 1. HWCI | 1. Hardware Configuration Item |
| 1. ICE | 1. Imported Contract Expenditure |
| 1. ICT | 1. Information and Communications Technology |
| 1. ICTA | ICT Accreditation |
| 1. ILS | 1. Integrated Logistic Support |
| 1. IP | 1. Intellectual Property |
| 1. IPP | 1. Indigenous Procurement Policy |
| 1. IRMT | 1. Integrated Reliability, Maintainability and Testability |
| 1. IRMTPR | 1. Integrated Reliability, Maintainability and Testability Program Report |
| 1. ISP | 1. Integrated Support Plan |
| 1. ISSMP | 1. In-Service Security Management Plan |
| 1. IT | 1. Information Technology |
| 1. KPIs | 1. Key Performance Indicators |
| 1. LCAM | Logistics Compliance and Assurance Manual |
| 1. LCC | 1. Life Cycle Cost |
| 1. LCCMP | 1. Life Cycle Cost Management Plan |
| 1. LOT | 1. Life-of-Type |
| 1. LSA | 1. Logistic Support Analysis |
| 1. LSAR | 1. Logistic Support Analysis Record |
| 1. MILIS | 1. Military Integrated Logistics Information System |
| 1. MOTS | Military-Off-The-Shelf |
| 1. MSA | 1. Materiel Safety Assessment |
| 1. MSR | 1. Mandated System Review |
| 1. MSSMP | 1. Materiel System Security Management Plan |
| 1. MSTDT | 1. Mission System Technical Documentation Tree |
| 1. MTDI | 1. Master Technical Data Index |
| 1. NATO | 1. North Atlantic Treaty Organisation |
| 1. NCAGE | 1. NATO Commercial and Government Entity Code |
| 1. NSN | NATO Stock Number |
| 1. NTE | 1. Not-To-Exceed |
| 1. OCD | Operational Concept Document |
| 1. ODIS | Office of Defence Industry Support |
| 1. OEM | 1. Original Equipment Manufacturer |
| 1. OT | 1. Operational Technology |
| 1. PBL | 1. Product Baseline |
| 1. PBS | 1. Product Breakdown Structure |
| 1. PCA | 1. Physical Configuration Audit |
| 1. PDF | 1. Portable Document Format |
| 1. PDR | 1. Preliminary Design Review |
| 1. PMP | 1. Project Management Plan |
| 1. PPE | 1. Personal Protective Equipment |
| 1. PPR | 1. Provisioning Preparedness Review |
| 1. PT PCP | Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC.   1. Payment Times Procurement Connected Policy |
| 1. PRRL | 1. Personnel Resource Requirements List |
| 1. PSS | 1. Planned Servicing Schedule |
| 1. PV&VRP | 1. Previous V&V Results Package |
| 1. QA | 1. Quality Assurance |
| 1. QMS | 1. Quality Management System |
| 1. R&D | 1. Research and Development |
| 1. RAM | 1. Reliability, Availability and Maintainability |
| 1. RI | 1. Repairable Item |
| 1. RP | 1. Resident Personnel |
| 1. RPL | 1. Recommended Provisioning List |
| 1. RTM | 1. Requirements Traceability Matrix |
| 1. S&TE | 1. Support and Test Equipment |
| 1. SAC | 1. Supplies Acceptance Certificate |
| 1. SADL | Systems Approach to Defence Learning |
| 1. SCCG | 1. Security Classification and Categorisation Guide |
| 1. SCR | 1. Safety Case Report |
| 1. SDIP | 1. Sovereign Defence Industrial Priority |
| 1. SDR | 1. System Definition Review |
| 1. SDS | 1. Safety Data Sheet |
| 1. SE | 1. Systems Engineering |
| 1. SEG | 1. Security and Estate Group |
| 1. SEMP | 1. Systems Engineering Management Plan |
| 1. SFARP | 1. So Far As Reasonably Practicable |
| 1. SGML | 1. Standard Generalized Markup Language |
| 1. SICC | 1. Security Incident Coordination Centre |
| 1. SME | 1. Small to Medium Enterprises |
| 1. SWMP | 1. Software Management Plan |
| 1. SOW | 1. Statement of Work |
| 1. SRMP | 1. Security Risk Management Plan |
| 1. SRR | 1. System Requirements Review |
| 1. SS | 1. System Specification |
| 1. SSoI | 1. Security System of Interest |
| 1. SSOP | 1. Security Standard Operating Procedure |
| 1. SSP | 1. System Security Plan |
| 1. SSPP | 1. System Safety Program Plan |
| 1. SSS | 1. System/Subsystem Specification |
| 1. SSTDL | 1. Support System Technical Data List |
| 1. STR | 1. Statement of Tax Record |
| 1. SWG | 1. Security Working Group |
| 1. SWLIST | 1. Software List |
| 1. SWSP | Software Support Plan |
| 1. TD | 1. Technical Data |
| 1. TDP | 1. Technical Data Plan |
| 1. TDSR | 1. Technical Data and Software Rights |
| 1. TNGRR | 1. Training Readiness Review |
| 1. ToSA | 1. Target of Security Assessment |
| 1. TRR | Test Readiness Review |
| 1. UOC | 1. Unit of Competency |
| 1. V&V | 1. Verification and Validation |
| 1. V&VP | 1. Verification and Validation Plan |
| 1. VCRM | 1. Verification Cross Reference Matrix |
| 1. VET | 1. Vocational Education and Training |
| 1. WBS | 1. Work Breakdown Structure |
| 1. WHS | 1. Work Health and Safety |
| 1. WHSMS | 1. WHS Work Health and Safety Management System |
| 1. XML | 1. eXtensible Markup Language |

1. DEFINITIONS

| Term | Status | Definition | |
| --- | --- | --- | --- |
| 1. Acceptance | 1. (Core) | 1. means signature by the Commonwealth Representative of a SAC in accordance with clause 6.5 of the COC; and ‘Accept’ has a corresponding meaning. | |
| 1. Acceptance Verification and Validation | 1. (Core) | 1. means V&V activities conducted in accordance with clause 7 of the SOW for the purposes of achieving Acceptance of Supplies. | |
| 1. Accreditation | 1. (Optional) | means formal recognition by an authoritative body that:   * 1. an organisation has demonstrated competence to carry out certain duties and tasks; or   2. a system is authorised to operate in a defined configuration, with a specified role and in a particular environment (having regard to the associated residual risk with the operation of a system). | |
| 1. ACE Measurement Point | 1. (Core) | 1. means each ACE Measurement Point specified in Table F-1 of Attachment F. | |
| 1. ACE Measurement Rules | 1. (Core) | 1. means the referenced document titled *‘Australian Contract Expenditure Measurement Rules’*, which defines the methods to be applied to determine the values for ACE and ICE for the Contract. | |
| 1. ACE Value | 1. (Core) | 1. means the Australian dollar value of ACE. | |
| 1. Achieved ACE Percentage | 1. (Core) | 1. means, in respect of an ACE Measurement Point, the ACE expressed as a percentage of the Total Contract Expenditure. | |
| 1. ADF Capability Objectives | 1. (Core) | 1. has the meaning given in clause 1.3.1b of the COC. | |
| 1. Adjustment Note | 1. (Core) | 1. has the same meaning as in the GST Act. | |
| 1. Administration and Logistics Delay Time | 1. (Core) | 1. means the period during which Maintenance is delayed for reasons of an administrative or logistics nature, including waiting for a spare to become available, waiting for an item of S&TE in order to perform Maintenance, waiting for transportation, waiting to use a facility required for Maintenance, and waiting for Maintenance Personnel to become available. | |
| 1. AIC Compliance Certificate | 1. (Core) | 1. means a certificate in the form of Annex H to Attachment I. | |
| 1. AIC Objectives | 1. (Core) | 1. has the meaning given in clause 1.3.1c of the COC. | |
| 1. AIC Obligations | 1. (Core) | 1. means the obligations under the Contract relating to AIC and for the avoidance of doubt includes the following obligations:    1. the obligations on the Contractor under clause 4 of the COC, clause 10 of the SOW and Attachment F; and    2. the Essential AIC Obligations. | |
| 1. AIC Remediation Plan | 1. (Core) | 1. has the meaning given in clause 4.4.1 of the COC. | |
| 1. AIC Subcontractor | 1. (Core) | 1. means a Subcontractor identified as an AIC Subcontractor in Attachment H in accordance with clause 11.9 of the COC. | |
| 1. AIC Subcontractor Obligations | 1. (Core) | 1. means the obligations of an AIC Subcontractor under the relevant Approved Subcontract relating to AIC and for the avoidance of doubt includes the obligation to comply with the relevant Subcontractor AIC Plan. | |
| 1. Allocated Baseline | 1. (Optional) | 1. means the current Approved documentation for a CI, which describes the functional, performance, interoperability and interface characteristics that are allocated from those of the higher-level CI, interface requirements with interfacing CIs, additional design constraints, and the Verification required to demonstrate achievement of those specified characteristics. | |
| 1. Application for a Deviation | 1. (Core) | 1. means an Application for a Deviation in the form of the annex to DID-PM-MGT-AFD. | |
| 1. Approval | 1. (Core) | * 1. for a data item, has the meaning given by clause 2.4.4 of the SOW; and   2. in every other context, means the act of the Commonwealth Representative approving a particular claim, proposal or course of action as a basis for further work, under the Contract.  1. Approval in either case does not constitute Acceptance; and ‘Approve’ and ‘Approved’ have a corresponding meaning. | |
| 1. Approved Subcontractor | 1. (Core) | 1. means a Subcontractor that is listed in Attachment H; and ‘Approved Subcontract’ means a contract between the Contractor and an Approved Subcontractor or between a Subcontractor and an Approved Subcontractor to that Subcontractor. | |
| 1. Approved Subcontractor Deed | 1. (Core) | 1. means a deed substantially in the form of Annex A to Attachment I. | |
| 1. Approved Substance | 1. (Core) | 1. means a Problematic Substance that is:    1. specified by the Commonwealth in writing for use under the Contract;    2. embedded within GFE;    3. Approved in the Hazard Log or Materiel Safety Assessment, as applicable, for inclusion in the Supplies; or    4. Approved and used for the purpose(s) specified in the Approved HSMP or the Approved PMP, as applicable. | |
| 1. As Secure As Reasonably Practicable or ASARP | 1. (Core) | 1. means that, in relation to a Security System-of-Interest (SSoI), or elements thereof, an adequate level of security has been achieved, such that an incremental improvement in security would:    1. require a disproportionate deterioration in relation to meeting other system cost, schedule, or performance objectives;    2. violate system constraints; or    3. require unacceptable concessions, such as an unacceptable change in the way operations are performed. | |
| 1. Asbestos Containing Material | 1. (Core) | 1. has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth). | |
| 1. Associated Parties | 1. (Core) | 1. means other entities (including other contractors and Commonwealth organisations) performing activities related to the Supplies, the Capability, or otherwise having a connection with the work performed under the Contract. | |
| 1. Authority to Operate or ATO | 1. (Optional) | Note to drafters: This term is only applicable for Security Authorisations relating to ICT Security.   1. has the meaning given through the Defence Security Principles Framework (DSPF). | |
| 1. Authority to Operate with Conditions or ATO‑C | 1. (Optional) | Note to drafters: This term is only applicable for Security Authorisations relating to ICT Security.   1. has the meaning given through the DSPF. | |
| 1. Attachment | 1. (Core) | 1. means an Attachment to the Contract. | |
| 1. Audit | 1. (Core) | 1. means a systematic, independent and documented process for obtaining audit evidence and evaluating it objectively to determine the extent to which audit criteria are fulfilled. | |
| 1. Australian Contract Expenditure or ACE | 1. (Core) | 1. has the meaning given in paragraph 2.2 of the ACE Measurement Rules. | |
| 1. Australian Entity | 1. (Core) | 1. means:    1. a company registered under the *Corporations Act 2001* (Cth) or a company registered under the *Companies Act 1993* (New Zealand);    2. a body corporate, partnership, joint venture or association formed or incorporated in Australia or New Zealand; or    3. a foreign-owned company in Australia or New Zealand, and which has a registered body number (ie, ARBN or NZRBN), 2. carrying on business through a permanent establishment in Australia or New Zealand, including as evidenced through employment and the conduct of business operations in Australia or New Zealand. | |
| 1. Australian Industry | 1. (Core) | 1. means Australian Entities that perform work in Australia or New Zealand. | |
| 1. Australian Industry Activity or AIA | 1. (Core) | 1. means an activity identified as an Australian Industry Activity in Attachment F. | |
| 1. Australian Industry Capability or AIC | 1. (Core) | 1. means the program of activities set out in the Contract to achieve the Government and Defence policies for Australian Industry. | |
| 1. Australian Industry Opportunity or AIO | 1. (Optional) | 1. means an opportunity to achieve enhanced outcomes against the AIC Objectives. | |
| 1. Australian Privacy Principles | 1. (Core) | 1. has the same meaning as in the *Privacy Act 1988* (Cth). | |
| 1. Authorisation | (Core) | means a licence, accreditation, permit, registration, regulatory approval, Export Approval or other documented authority (however described), required by law and necessary for the delivery of the Supplies or the performance of the Contract. | |
| 1. Base Date Currency Exchange Rate | (Core) | means the currency exchange rate between source currency and AUD available from [www.rba.gov.au/statistics/frequency/exchange-rates.html](http://www.rba.gov.au/statistics/frequency/exchange-rates.html) that applied at the Base Date. | |
| 1. Baseline | 1. (Core) | see Configuration Baseline. | |
| 1. Defence Cost Principles | 1. (Core) | means the referenced document titled ‘*Defence Cost Principles*’, which provides a framework to deliver greater understanding and clarity regarding how costs may be attributed to Defence Contracts. | |
| 1. Capability | 1. (Core) | 1. means the ability, resulting from the employment of the Mission System and the Support System, to achieve a desired operational effect in a nominated environment within a specified time and to sustain that effect for a designated period. | |
| 1. Capability State | 1. (Core) | 1. means the differing states of the Capability System and any intermediate state. | |
| 1. Capability System | 1. (Core) | 1. means the Materiel System combined with all other elements provided by the Commonwealth, including Personnel and Facilities. | |
| 1. Certificate of Conformity | 1. (Core) | 1. means a formal certification that the goods supplied are authentic, their origin traceable, that they meet the specification and conditions contained in the original order, and that this is certified by a responsible member of the supplier's quality control organisation. | |
| 1. Certification | 1. (Core) | means:   * 1. for the purposes of clauses 8 and 9 of the SOW, certification by an organisation accredited by the JAS-ANZ, or an equivalent certification body acceptable to the Commonwealth, and ‘Certified’ has a corresponding meaning; and   2. in relation to the certification of Supplies, the end result of a process which formally examines and documents compliance of Supplies against predefined standards, to the satisfaction of the certificating authority. | |
| 1. Certification Basis | 1. (Optional) | 1. means the suite of standards against which materiel is to be certified, derived from or judged to be equivalent to a subset of the materiel standards approved by an applicable regulatory authority. | |
| 1. Certification Basis Description | 1. (Optional) | 1. means the document listing, inter-alia, the individual Certification Basis requirements and the evidence that demonstrates Contractor compliance with the requirements. | |
| 1. Change of Control | 1. (Core) | means:   * 1. a body corporate or entity that Controls the Contractor or the Guarantor ceases to Control the Contractor or the Guarantor; or   2. a body corporate or entity that does not Control the Contractor or the Guarantor comes to Control the Contractor or the Guarantor. | |
| 1. Circuit Layout | 1. (Core) | means a circuit layout that is protected under the *Circuit Layouts Act 1989* (Cth) or the corresponding laws of any other jurisdiction. | |
| 1. Claim | 1. (Core) | 1. means a claim, demand, suit or proceeding of any kind, including by way of court proceedings, proceedings in the nature of arbitration, mediation or other methods of dispute resolution and administrative claims and proceedings (whether or not before a tribunal). | |
| 1. Codification | 1. (Core) | 1. means the act of establishing and maintaining Stock Item identification and related data under the Defence cataloguing system and/or the national system of another country participating in the NATO codification system. | |
| 1. Codification Data | 1. (Core) | 1. means:    1. for items of Supplies not already codified in the NATO Codification System, the engineering drawings, standards, specifications and/or technical documentation required to fully identify the items designated by the Commonwealth to support the equipment covered by the Contract; or    2. for items of Supplies already codified in the NATO Codification System, the details of that codification. | |
| 1. Commercial and Government Entity Code | 1. (Core) | 1. means the code that identifies the manufacturer of an item in the NATO Codification System. | |
| 1. Commercial Item | 1. (Core) | 1. means an item that is:    1. available to the general public or in the market for defence goods and services for supply on standard commercial terms; and    2. able to be used for its intended purpose under the Contract without development or modification (except for any minor modification or reconfiguration that is necessary and commonly required to install the item). | |
| 1. Commercial Software | 1. (Core) | 1. means Software that is:    1. a Commercial Item;    2. supplied, without further development or modification in conjunction with a Commercial Item under the standard commercial terms applicable to that item; or    3. Free and Open Source Software. | |
| 1. Commercial TD | 1. (Core) | 1. means TD that is:    1. a Commercial Item; or    2. supplied, without further development or modification in conjunction with a Commercial Item or Commercial Software under the standard commercial terms applicable to that item or Software. | |
| 1. Commercialise | 1. (Core) | 1. means, in respect of the Commonwealth or any of its sublicensees, to exploit the IP in TD, Contract Material or Software in return for payment of a Royalty or a commercial return to the Commonwealth or the sublicensee. | |
| 1. Commonwealth Contractor | 1. (Core) | 1. means a person (other than the Contractor or a Subcontractor) engaged by the Commonwealth to provide goods or services to the Commonwealth. | |
| 1. Commonwealth Default | 1. (Core) | 1. means a Default by the Commonwealth, a Commonwealth Officer or a Commonwealth Contractor. | |
| 1. Commonwealth Mandated GFM | 1. (Optional) | 1. means GFE or GFD identified as ‘Commonwealth Mandated GFM’ in Annex A to Attachment E. | |
| 1. Commonwealth Officer | (Core) | 1. means any of the following:    1. a Minister of State for the Commonwealth;    2. a person employed or engaged under the *Public Service Act 1999* (Cth) or the *Members of Parliament (Staff) Act 1984* (Cth);    3. a person who is included in Defence Personnel; and    4. a member of the Australian Federal Police. | |
| 1. Commonwealth Personnel | 1. (Core) | 1. means Commonwealth Officers, Defence Personnel and any other agents of the Commonwealth. | |
| 1. Commonwealth Premises | 1. (Core) | 1. means any of the following that is owned, leased, occupied or operated by the Commonwealth:    1. an area of land or any other place (whether or not enclosed or built on);    2. a building or other structure; and    3. a vehicle, a vessel (including a submarine) or an aircraft. | |
| 1. Commonwealth Property | 1. (Core) | 1. means property of any kind (including GFM) owned or leased by, or in the possession of, the Commonwealth. | |
| 1. Commonwealth Service Provider | 1. (Core) | 1. means a person (including an officer or employee of the person) engaged to perform a function, or discharge a duty, of the Commonwealth, including a person engaged to provide:    1. professional, administrative, contract management or project management services to Defence; or    2. technical management or assurance services, including verification and validation, safety, certification, security or capability development, 2. but does not include Excluded Parties. | |
| 1. Commonwealth Software | 1. (Core) | Note to tenderers: The Commonwealth will own any IP created under the Contract or a Subcontract in respect of Commonwealth Software.   1. means:    1. any Software of the type described in Annex C to the TDSR Schedule in respect of an item of Supplies specified in that Annex; and    2. any developments, modifications or improvements to that Software. | |
| 1. Commonwealth Supplier Code of Conduct | 1. (Core) | 1. means the Commonwealth Supplier Code of Conduct, as amended from time to time. | |
| 1. Commonwealth TD | 1. (Core) | Note to tenderers: The Commonwealth will own any IP created under the Contract or a Subcontract in respect of Commonwealth TD.   1. means:    1. any TD of the type described in Annex C to the TDSR Schedule in respect of an item of Supplies specified in that Annex; and    2. any developments, modifications or improvements to that TD. | |
| 1. Competency | (Core) | 1. means the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments. | |
| 1. Confidential Information | 1. (Core) | 1. means:    1. any information in the Contract that is identified in Attachment N; and    2. any other information:       1. that is commercially sensitive (not generally known or ascertainable); and       2. the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and       3. that was provided with an express or implied understanding that it would remain confidential, 2. but does not include information that:    1. is or becomes public knowledge other than by breach of the Contract;    2. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or    3. has been independently developed or acquired by the receiving party. | |
| 1. Configuration Audit | 1. (Core) | 1. means product configuration Verification accomplished by inspecting documents, products and records; and reviewing procedures, processes, and systems of operation to Verify that the product has achieved its required attributes (performance requirements and functional constraints) and the product's design is accurately documented. Includes both functional and physical configuration audits. | |
| 1. Configuration Baseline (or ‘Baseline’) | 1. (Core) | means:   * 1. in the context of a product, an agreed-to description of the attributes of a product, at a point in time, which serves as a basis for defining change, for conducting Verification and Validation, and for other management activities;   2. in the context of documentation, an approved and released document, or a set of documents, each of a specific revision; the purpose of which is to provide a defined basis for managing change;   3. in the context of Configuration Management documents, the currently approved and released configuration documentation; and   4. in the context of a Software product, a released set of files comprising a Software version and associated configuration documentation. | |
| 1. Configuration Control | 1. (Core) | means:   * 1. in the context of configuration documentation, a systematic process that ensures that changes to released configuration documentation are properly identified, documented, evaluated for impact, approved by an appropriate level of authority, incorporated, and Verified; and   2. in the context of a product, the CM function that ensures changes to and variances from an approved Configuration Baseline are properly identified, recorded, evaluated, approved or disapproved, and incorporated and Verified as appropriate; including the implementation of all approved and released changes into:      1. the applicable configurations of a product;      2. associated product information; and      3. supporting and interfacing products and their associated information. | |
| 1. Configuration Control Board | 1. (Core) | 1. means the group comprising executive, technical, logistics and other representatives who review and recommend approval or disapproval of changes and variances to an approved configuration managed product (Mission System, CI, or other product) and its supporting documentation. There may be Commonwealth, Contractor and Subcontractor CCBs, as applicable to the Contract. The composition of the required CCB is normally defined in each organisation’s CM plans. | |
| 1. Configuration Identification | 1. (Core) | means:   * 1. in the context of an identification process, the unique identifiers for a product and its configuration documents; and   2. in the context of a CM activity, the systematic process of selecting the product attributes, organising associated information about the attributes, and stating the attributes. This CM activity encompasses the:      1. establishment of a structure for products (including the selection of CIs) for product configuration information;      2. determination of the types of configuration documentation required for each CI to select, define, document, and baseline product attributes;      3. issuance of numbers and other identifiers affixed to the CIs and to the technical documentation that defines the CI’s configuration; and      4. release of CIs and their associated configuration documentation, and establishment of Configuration Baselines for CIs. | |
| 1. Configuration Item | 1. (Core) | 1. means an aggregation of hardware/Software, a combination of both, or any of its discrete proportions, which satisfies an end item use function and is designated for separate Configuration Management. | |
| 1. Configuration Management | 1. (Core) | 1. means a technical and management process for establishing and maintaining consistency of a product’s performance, functional, and physical attributes with its requirements, design and operational information throughout its life. | |
| 1. Configuration Status Accounting | 1. (Core) | 1. means the Configuration Management activity that formalises the recording and reporting of the established product configuration information, the status of requested changes, and the implementation of approved changes including changes occurring to product units during operation and maintenance. | |
| 1. Consolidated Group | (Optional) | 1. means a Consolidated Group or a Multiple Entry Consolidated (MEC) group as those terms are defined in section 995-1 of the *Income Tax Assessment Act 1997* (Cth). | |
| 1. Consumable | 1. (Core) | 1. means a non-Repairable Item (non-RI) which is consumed, or used beyond recovery in normal use, including non-RIs such as ammunition, adhesives, rivets, paint, fuel, lubricants, sealants, sheet metal, lock wire, nuts, bolts, cleaning materials and electrical wiring cables. | |
| 1. Contamination | 1. (Optional) | 1. means the presence in, on or under land, air or water of a substance (whether solid, liquid, gas, odour, heat, sound, vibration or radiation) at a concentration above the concentration at which the substance is normally present in, on or under the land, air or water in the same locality, that presents a risk of Environmental Harm, including harm to human health or any other aspect of the Environment, or could otherwise give rise to a risk of non-compliance with any statutory requirement for the protection of the Environment. | |
| 1. Contract | 1. (Core) | 1. means the COC (including the Details Schedule), the attachments including the Statement of Work, and any document expressly incorporated as part of the Contract. | |
| 1. Contract (Support) | 1. (Core) | 1. means a contract entered into, or to be entered into, to sustain the major elements of the Supplies. | |
| 1. Contract Change Proposal | 1. (Core) | 1. means a proposal in the format required by and submitted in accordance with clause 11.1 of the COC. | |
| 1. Contract Material | 1. (Core) | 1. means information, other than TD or Software, reduced to a material form (whether stored electronically or otherwise) that is delivered or required to be delivered to the Commonwealth under the Contract. | |
| 1. Contract Price | 1. (Core) | 1. means the amount specified in Annex A to Attachment B as the Contract Price. | |
| 1. Contract Summary Work Breakdown Structure or CSWBS | 1. (Core) | 1. means the Work Breakdown Structure (WBS) set out at clause 4 of this Attachment M. | |
| 1. Contractor Default | 1. (Core) | 1. means a Default in relation to the Contract by the Contractor or Contractor Personnel. | |
| 1. Contractor Maintained Licensed Fittings | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. for a GFF Licensed Area, means the Licensed Fittings identified in the list titled ’Contractor Maintained Licensed Fittings’ included in Appendix 2 of the relevant annex to Attachment O. | |
| 1. Contractor Managed Commonwealth Assets | 1. (Core) | means any item of Commonwealth Property subject to inventory and stock control that is in the care, custody or control of the Contractor or Contractor Personnel for the purposes of the Contract. | |
| 1. Contractor Personnel | 1. (Core) | 1. means each of the following:    1. an employee, officer or agent of the Contractor;    2. a Subcontractor; and    3. an employee, officer or agent of a Subcontractor. | |
| 1. Contractor Premises | 1. (Core) | 1. means any of the following:    1. premises owned by the Contractor, a Related Body Corporate of the Contractor, or a Subcontractor; and    2. premises (including any GFF):       1. that is leased by, or licensed to, the Contractor, a Related Body Corporate of the Contractor, or a Subcontractor; and       2. where the Contractor, Related Body Corporate, or the Subcontractor is responsible for controlling physical access to the premises. | |
| 1. Contractor (Support) | 1. (Core) | 1. means the party (other than the Commonwealth) to the Contract (Support). | |
| 1. Control | 1. (Core) | 1. means, in relation to the Contractor or the Guarantor, any of the following:    1. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in the Contractor or the Guarantor;    2. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in the Contractor or the Guarantor;    3. the ability to appoint or remove a majority of the directors of the Contractor or the Guarantor;    4. the ability to exercise or control the exercise of the casting of a majority of votes at the meeting of the board of directors of the Contractor or the Guarantor; and    5. any other means, direct or indirect, of dominating the decision making and financial and operating policies of the Contractor or the Guarantor. | |
| 1. Controller | 1. (Core) | 1. has the same meaning as in the *Corporations Act 2001* (Cth). | |
| 1. Copyright | 1. (Core) | 1. means any existing or future copyright as defined under the *Copyright Act 1968* (Cth) or the corresponding laws of any other jurisdiction in any original literary and artistic works, computer programs and Software, sound recordings and any other works or subject matter whether stored electronically or otherwise in which copyright subsists and may subsist in the future. | |
| 1. Corrective Maintenance | 1. (Core) | 1. means those actions necessary to restore items or systems (both hardware and Software) to a satisfactory condition or level of performance after Failure or other unsatisfactory condition has been detected. It may be performed on any item, irrespective of whether another form of Maintenance (such as Preventive Maintenance) is also defined for the item. In some cases the Corrective Maintenance action necessary may be equivalent to a Preventive Maintenance task defined for the item. Corrective Maintenance may also occur as a result of a suspected Failure, even if further investigation indicates that no actual Failure occurred. | |
| 1. Correctly Rendered Invoice | 1. (Optional) | Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC.   1. for the purposes of clause 11.9.12 of the COC, means an invoice which is:    1. rendered in accordance with all of the requirements of the relevant PT PCP Subcontract; and    2. for amounts that are correctly calculated and due for payment and payable under the terms of the relevant PT PCP Subcontract. | |
| 1. Cost Reimbursement Supplies | 1. (Optional) | 1. means the Supplies specified in **[INSERT ANNEX or ANNEXES]** to the SOW for which Cost Reimbursement Payments shall be payable in accordance with clause 7.8.1 of the COC. | |
| 1. Critical Resources | 1. (Core) | 1. means those resources which are not new but require special management attention due to schedule constraints, cost implications or known scarcities. | |
| 1. Cyber Supply Chain | 1. (Core) | 1. means the Contractor and the associated network of Subcontractors (including direct Subcontractors and lower-tier Subcontractors) that provides items of Digitally Enabled Systems and Equipment (DESE) directly or indirectly to the Commonwealth to satisfy the requirements of the Contract. | |
| 1. Cyberworthiness | 1. (Core) | 1. means the desired outcome of a range of policy and assurance activities that allow the operation of Australian Defence Force platforms, systems and networks in a contested cyberspace environment, in accordance with the capability manager’s operating intent. 2. Assessing Cyberworthiness takes into consideration output from security assessments of enabling systems, the intended operating context, and any mitigation measures to be applied. The aim of Cyberworthiness is to ensure a capability is fit for purpose by assuring the confidentiality, integrity and availability of the systems required for survivability in a contested cyber environment. | |
| 1. Defence Cyberworthiness System | 1. (Optional) | 1. means the framework provisioned by Chief of Joint Capability (CJC) as the ADF Cyberworthiness Authority, for the purposes of ensuring that Capability Managers understand and manage their risks to achieve Cyberworthiness outcomes. It complements the process and directives within existing frameworks, including seaworthiness, land worthiness and airworthiness. | |
| 1. Dangerous Goods | 1. (Core) | 1. has the meaning given in the *Australian Code for the Transport of Dangerous Goods by Road and Rail* (extant edition and as amended from time to time). | |
| 1. Day | 1. (Core) | 1. means a calendar day. | |
| 1. Default | 1. (Core) | 1. means any of the following:    1. a breach of an express or implied provision of the Contract by a party to the Contract; and    2. a breach of a general law duty or an applicable law in relation to the Contract by any of the following:       1. the Commonwealth or Commonwealth Personnel;       2. a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor; and       3. the Contractor or Contractor Personnel. 2. 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. 3. A breach of a general law duty or an applicable law by Contractor Personnel is taken to be a Default of the Contractor. | |
| 1. Defect | 1. (Core) | 1. means a defect, fault (including a fault which results in a Failure), damage, malfunction or omission, including in relation to:    1. operation, performance or functionality; or    2. design, manufacture, workmanship or materials,   and ‘Defective’ has a corresponding meaning.   1. Without limiting the above, Supplies are Defective if they do not conform to the requirements of the Contract. A defect, fault, damage, malfunction or omission is not a Defect to the extent that it results from fair wear and tear. | |
| 1. Defence | 1. (Core) | 1. means the Department of Defence and/or the Australian Defence Force. | |
| 1. Defence Personnel | 1. (Core) | 1. means an employee of the Department of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the *Defence Act 1903* (Cth)) and the equivalents from other organisations on exchange to Defence. | |
| 1. Defence Property | 1. (Core) | 1. means Commonwealth Property administered by Defence. | |
| 1. Defence Purpose | 1. (Core) | 1. means a purpose related to any of the following:    1. the defence and defence interests of Australia;    2. the national security of Australia;    3. the provision of aid or assistance in respect of an emergency or disaster (whether natural or otherwise); and    4. peacekeeping or peace enforcement activities. | |
| 1. Defence-Required Australian Industrial Capability or DRAIC | 1. (Optional) | 1. means an Industrial Capability provided by one or more Australian Entities that provides specific outcomes required by Defence, and which is described in Attachment F. A DRAIC is a combination of DRAIC Elements that can be:    1. organised and operated to provide the required outcome; and    2. applicable to the acquisition and/or the sustainment of a Materiel System. | |
| 1. Defence Service Provider | 1. (Core) | 1. means a person, other than Defence Personnel, involved in Defence work or engaged by Defence. | |
| 1. Delivery Schedule | 1. (Core) | 1. means Attachment C to the Contract. | |
| 1. Description of Requirement | 1. (Core) | 1. means the document set out at Annex A to the SOW. | |
| 1. Digitally Enabled Systems and Equipment or DESE | 1. (Core) | Note to drafters: Amend the following definition to suit the cyber-security requirements of the Contract. This definition acts to scope the cyber-security requirements (eg, for the purposes of cyber supply chain analyses).   1. means those systems and items of equipment that are categorised as Information and Communications Technology (ICT) Equipment, Operational Technology (OT) Equipment, or internet of things devices (ie, devices that connect together via the internet). | |
| 1. Design Authority | 1. (Core) | 1. means a person or organisation that has the overall responsibility for developing and ensuring the integrity of a design of a system or equipment, ensuring that the design decisions are documented and the consequences of any design decision are understood. | |
| 1. Detailed SDIP | 1. (Optional) | 1. means a detailed description of how an SDIP is to be delivered to support Defence capabilities. Detailed SDIPs include information needed by all levels of the supply chain, to consistently and continuously guide and grow the sovereign defence industrial base, aligned to Defence’s needs. | |
| 1. Developmental Support System Components | 1. (Optional) | 1. means all items of S&TE, Training Equipment and special-to-type Packaging that either need to be developed or modified to satisfy the requirements of the Contract. Developmental Support System Components are a subset of Support System Components. | |
| 1. Deviation | 1. (Core) | 1. means written authorisation to depart from the originally specified requirements for a product before its production, granted following an application for a Deviation submitted before the event, when a condition is identified as not being able to be achieved, such as any of the following:    1. test requirement;    2. process requirement;    3. material requirement; and    4. quality system requirement. | |
| 1. Dispute | 1. (Core) | 1. means any dispute, difference or disagreement between the parties arising out of or in connection with this Contract, including any dispute or difference as to the formation, validity, existence or termination of this Contract. | |
| 1. Document | 1. (Core) | 1. includes each of the following:    1. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and    2. any article or material from which sound, images, or writings are capable of being reproduced with or without the aid of any other article or device. | |
| 1. DRAIC Element | 1. (Optional) | 1. means a component element of a DRAIC, and includes, as separate DRAIC Elements, infrastructure, hardware, Software, materiel, facilities, personnel, ICT, processes, and Technical Data. | |
| 1. Earned Value Management or EVM | 1. (Optional) | 1. means the program set out in clause 3.2.4 of the SOW for integrating scope, schedule, and resources and for measuring project performance under the Contract. It compares the amount of work that was planned with what was actually earned and what was actually spent to determine if cost and schedule performance are as planned. It also includes the management action to correct deviations from the plan. | |
| 1. Earned Value Management System or EVMS | 1. (Optional) | 1. means a system that complies with clause 3.2.4 of the SOW. | |
| 1. Effectivity | (Core) | 1. means a designation, defining the product range (eg, serial numbers, block numbers, batch numbers, lot numbers, models, dates or event) at which a specific product configuration applies, a change is to be or has been affected, or to which a variance from that product information applies. | |
| 1. Engineering Change Proposal | 1. (Core) | 1. means a formal written proposal by the Commonwealth or the Contractor, prepared in accordance with the terms of the Contract, by which a change to a Baseline of an article, either delivered or to be delivered, is proposed, described, justified, and submitted to the approval authority. An Engineering Change Proposal may require revision of product configuration documentation, including:    1. the contract specification;    2. the engineering drawings; and    3. any document referenced from the documents identified in either paragraphs a or b. | |
| 1. Engineering Design Data | 1. (Optional) | 1. has the meaning given in DEF(AUST)CMTD-5085C, *‘Engineering Design Data for Defence Materiel’*. | |
| 1. Engineering Support | 1. (Core) | 1. means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable engineering and design-management services to be competently provided for the Materiel System throughout its LOT. Engineering Support includes Software support. | |
| 1. Environment | 1. (Optional) | 1. in the context of environmental management, means any of the following:    1. ecosystems and their constituent parts;    2. natural and physical resources;    3. the qualities and characteristics of locations, places and areas;    4. noise; and    5. the social, economic, aesthetic and cultural aspects of a thing mentioned in paragraphs a, b or c. | |
| 1. Environmental Harm | 1. (Optional) | 1. means any actual or threatened adverse impact on, or damage to, the Environment. | |
| 1. Environmental Incident | 1. (Optional) | 1. means any Environmental Harm or Contamination caused by or in relation to the Contractor’s activities. | |
| 1. Environmental Management System or ENVMS | 1. (Optional) | 1. has the meaning given to that term in AS/NZS ISO 14001:2015. | |
| 1. Environmental Outcomes | 1. (Optional) | 1. means the minimisation of Environmental Harm wholly or partially caused by the Materiel System or its use, achieved through the elimination of environmental hazards and minimisation of environmental risks. | |
| 1. Essential AIC Obligations | 1. (Core) | 1. means each of the obligations set out in clause 4.2 of the COC. | |
| 1. EVM-required Subcontractor | 1. (Optional) | 1. means an Approved Subcontractor that is required to implement an EVMS that complies with the identified requirements under the Subcontractor Earned Value Management Requirements clause of the SOW. | |
| 1. Excepted Risk | 1. (Core) | 1. means an event or circumstance that is any of the following:    1. an act of God, including a natural disaster, such as a bushfire, an earthquake, a flood, a landslide or a cyclone;    2. 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;    3. confiscation by governments or public authorities; and    4. 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   1. f. could have been prevented or mitigated, by reasonable care on the part of the Contractor or Contractor Personnel. | |
| 1. Excluded Parties | 1. (Core) | 1. means the parties identified as such in Annex D to the TDSR Schedule. | |
| 1. Export Approval | 1. (Core) | 1. means an export licence, agreement, approval or other documented authority (however described) relating to export, required from the relevant authority in the country of origin and necessary for the performance of the Contract, including the provision and use of the Supplies. | |
| 1. Facilities | 1. (Core) | 1. means all mobile, fixed, permanent and semi-permanent buildings, structures, installations, and the associated machinery, plant and utilities for the operating, engineering, Maintenance, supply, Training, and administrative elements of a Materiel System. | |
| 1. Facilities Condition Report | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. in relation to a GFF Licensed Area, means the report at Appendix 3 of the relevant annex to Attachment O. | |
| 1. Failure | 1. (Core) | 1. means the inability of a system or component to perform its required functions within specified performance requirements. The fault tolerance discipline distinguishes between a human action (a mistake), its manifestation (a hardware or Software fault), the result of the fault (a failure), and the amount by which the result is incorrect (the error). | |
| 1. Failure Mode | 1. (Core) | 1. means the physical or functional manifestation of a Failure. For example, a system in failure mode may be characterised by slow operation, incorrect outputs, or complete termination of execution. | |
| 1. Failure Severity | 1. (Core) | 1. has the meaning set out in clause 7.1.7 of the SOW. | |
| 1. Final Acceptance | 1. (Optional) | 1. means signature, by the Commonwealth Representative, of a Final Acceptance Certificate in accordance with clause 6.6 of the COC. | |
| 1. Final Acceptance Certificate | 1. (Core) | 1. means the certificate issued under clause 6.6 of the COC and as set out at Annex B to Attachment I. | |
| 1. Free and Open Source Software | 1. (Core) | 1. means Software that:    1. is distributed on a free to use basis without a requirement to pay a Royalty or other fee; and    2. may be used, modified, developed or adapted by any person subject to specified conditions, 2. and includes open source Software, public domain Software, shareware, community source Software and freeware. | |
| 1. Full-Time Equivalent or FTE | 1. (Optional) | 1. means the equivalent of one person employed in a defined staff position on a full time basis, allowing for associated employment agreement obligations and entitlements. | |
| 1. Functional Baseline or FBL | 1. (Core) | 1. means the current Approved documentation for a system or top level CI, which describes the functional, performance, interoperability and interface characteristics and the Verification required to demonstrate the achievement of those specified characteristics. The system or segment specification, with support from other documents, as applicable, establishes the functional baseline for the Mission System and Developmental Support System Components. | |
| 1. GFF Common Area | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means an area of a GFF Licensed Area or the Commonwealth Premises in which the GFF is located, identified in the plans in Appendix 1 of the relevant annex to Attachment O as a GFF Common Area. | |
| 1. GFF Delay Event | (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.  means any of the following:   * 1. the Commonwealth excludes the Contractor or Contractor Personnel from the GFF (or a substantial part of it) other than as reasonably necessary for the normal operation and maintenance of the Commonwealth Premises in which the GFF is located;   2. the Commonwealth requires the Contractor to relocate from the GFF to another location;   3. the GFF Licence is terminated by the Commonwealth; and   4. the Contractor cannot exercise (or fully exercise) a right granted under the GFF Licence due to a Commonwealth Default or a breach of a general law duty or an applicable law by an Unrelated Party,   other than as a result of a Contractor Default or an Excepted Risk. | |
| 1. GFF Licence | (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means the licence granted by clause 3.8 of the COC. | |
| 1. GFF Licence Application Date | (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.  in relation to a GFF Licensed Area, means the date specified in the annex for that GFF Licensed Area as the date on which the GFF Licence applies to the GFF Licensed Area. | |
| 1. GFF Licence Commencement Date | (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.  in relation to the GFF Licence, means [... INSERT DATE ...], being the date the GFF Licence commences. | |
| 1. GFF Licence Expiry Date | (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.  in relation to the GFF Licence, means [... INSERT DATE ...], being the date the GFF Licence expires and ceases to have effect. | |
| 1. GFF Licence Term | (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.  in relation to a GFF Licence, means the period determined in accordance with clause 1.1 of Attachment O. | |
| 1. GFF Licensed Area | (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.  in relation to a GFF Licence, means the area forming part of a Commonwealth Premises and identified as such in Appendix 1 of the relevant annex to Attachment O, including all buildings in that area and all Licensed Fittings in that area or those buildings. | |
| 1. GFF Permitted Purpose | (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means any of the following:    1. the purpose of performing the Contractor’s obligations under and in connection with the Contract; and    2. if the Commonwealth Representative consents in writing to the use of a GFF Licensed Area for a purpose under or in connection with another contract to which the Commonwealth is a party, the other purpose. | |
| 1. Glossary | 1. (Core) | 1. means this glossary. | |
| 1. Governing Security Documents | 1. (Optional) | Note to drafters: Amend the following definition to suit the security requirements of the Contract. This definition is critical to the successful operation of the security provisions of the SOW, and particular attention is drawn to clause 4.6.7 of the SOW. Do not include commercial standards within this definition.   1. means the following documents applicable to the security provisions of the SOW:    1. the Protective Security Policy Framework (PSPF);    2. the Australian Government Information Security Manual (ISM);    3. the Defence Security Principles Framework (DSPF);    4. the Essential Eight Maturity Model (E8MM);    5. the Security Classification and Categorisation Guide (SCCG) at Attachment J to the COC;    6. [INSERT OTHER APPLICABLE DEFENCE SECURITY DOCUMENTS]. | |
| 1. Government Agency | (Core) | 1. means a person or body performing governmental functions, including any of the following:    1. a body politic;    2. a government or government department or other body;    3. a governmental, semi-governmental or judicial person; and    4. a person (whether autonomous or not) charged with the administration of a law. | |
| 1. Government Furnished Data or GFD | 1. (Optional) | 1. means the data identified as ‘Government Furnished Data’ in Attachment E. | |
| 1. Government Furnished Equipment or GFE | 1. (Optional) | 1. means the equipment identified as ‘Government Furnished Equipment’ in Attachment E. | |
| 1. Government Furnished Facilities or GFF | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means the GFF Licensed Area(s) identified in Attachment O. | |
| 1. Government Furnished Information or GFI | 1. (Optional) | 1. means the information identified as ‘Government Furnished Information’ in Attachment E. | |
| 1. Government Furnished Material or GFM | 1. (Optional) | 1. means GFD, GFE, and GFI and any other material identified by the Commonwealth as GFM in Attachment E. | |
| 1. Government Furnished Services or GFS | 1. (Optional) | 1. means the services identified as ‘Government Furnished Services’ in Annex B to Attachment E. | |
| 1. GST Act | 1. (Core) | 1. means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and associated taxation legislation*.* | |
| 1. GST Group | (Optional) | means a GST group formed in accordance with Division 48 of the GST Act. | |
| 1. Guaranteed Agreement | 1. (Optional) | Note to drafters: Include this if optional clause 7.7.2 is used in the COC.   1. means an agreement listed at Attachment 1 to the Master Deed of Guarantee and Indemnity. |
| 1. Hazardous Chemical | 1. (Core) | 1. has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth). | |
| 1. Information and Communications Technology Equipment or ICT Equipment | 1. (Optional) | 1. means any device that can process, store or communicate data electronically in a digital form, such as computers, multifunction devices, network devices, smartphones, digital cameras, electronic storage media, smart devices and other radio devices. | |
| 1. Imported Content | 1. (Core) | 1. means that part of the Supplies that is not AIA or Australian Government charges or duties, including GST. This includes that part of the Supplies that is of overseas (other than New Zealand) origin and comprises all associated costs including, but not limited to, international freight and cartage (by other than Australian and New Zealand industry carriers), agent’s fees, and overseas storage. | |
| 1. Imported Contract Expenditure or ICE | 1. (Core) | has the meaning given in paragraph 2.3 of the ACE Measurement Rules. | |
| 1. Independent AIC Audit Program | 1. (Core) | means the Commonwealth’s Independent AIC Audit Program for auditing compliance with the AIC Obligations and AIC Subcontractor Obligations. | |
| 1. Indigenous Enterprise | 1. (Optional) | 1. means an organisation, operating a business, that is 50 per cent or more Indigenous owned. It may take the form of a company, incorporated association or trust. A social enterprise or registered charity may also be an Indigenous enterprise if it is operating a business.   Supply Nation ([www.supplynation.org.au](http://www.supplynation.org.au)) maintains a list of Indigenous Enterprises that meet this definition. | |
| 1. Industrial Capability | 1. (Core) | means the ability, resulting from the employment of business, commercial and industry resources, to provide particular goods and/or services. An industrial capability is one that is not only able to provide the goods and services when needed, but it is also sustainable over the period that the industrial capability may be required; and ‘Industrial Capabilities’ has a corresponding meaning. | |
| 1. Insolvency Event | 1. (Core) | means, in respect of a person, any of the following:   * 1. the person:      1. becoming insolvent;      2. ceasing to carry on all or a material part of its business; or      3. taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;   2. the appointment of a Controller, a liquidator or provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property;   3. the person becoming subject to external administration provided for in Chapter 5 of the *Corporations Act 2001* (Cth);   4. the person suffering execution against, or the holder of a Security Interest or any agent on its behalf taking possession of, any of the person's property (including seizing the person's property within the meaning of section 123 of the *Personal Properties Securities Act 2009* (Cth));   5. the person being taken under section 459F(1) of the *Corporations Act 2001* (Cth) to have failed to comply with a statutory demand;   6. an order or resolution for the winding up or deregistration of the person;   7. a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; and   8. any analogous event under the law of any applicable jurisdiction. | |
| 1. Intellectual Property or IP | 1. (Core) | 1. means all present and future rights conferred by law in or in relation to any of the following:    1. Copyright;    2. rights in relation to a Circuit Layout, Patent, Registrable Design or Trade Mark (including service marks); and    3. any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world whether registered or unregistered. | |
| 1. Internal System Review | 1. (Core) | 1. means a System Review, other than a Mandated System Review, that the Contractor or Subcontractor conducts as part of the program of activities for the Contract. | |
| 1. Introduction into Service Training | 1. (Core) | 1. means Training that is designed to train Personnel, who are already competent and qualified on existing equipment, on the new systems being provided under the Contract to enable those Personnel to competently operate and support the new systems. This type of Training would also be provided to training personnel. | |
| 1. Issue | 1. (Core) | 1. means a concern or action whose progress needs to be monitored, but which is technically not a risk because it does not represent any cost or schedule threat to the Contract at this point in time. Typical issues include action items from meetings, corrective actions, and concerns or actions arising from correspondence, metrics collection and analysis, deviation from progress against plans, and reviews of process application. | |
| 1. Key Commercial Item | 1. (Core) | 1. means a Commercial Item listed (or required to be listed) in Annex C to the TDSR Schedule. | |
| 1. Key Person | 1. (Optional) | 1. means a person filling a Key Staff Position. | |
| 1. Key Staff Position | 1. (Optional) | 1. means a project position that requires a person with highly specialised skills or such capabilities that are crucial to the success of the project, as identified in accordance with clause 3.4 of the SOW. | |
| 1. Latent Defect | 1. (Core) | 1. means a Defect that:    1. was not discoverable by reasonable test, inspection, or other methods of assurance before Acceptance of the Supplies (or if the Contract does not provide for Acceptance of the Supplies, Final Acceptance), as the case may be; and    2. other than in relation to Software, falls outside the incidence of random Failures to be expected of Supplies of the relevant kind. | |
| 1. LD Amount | 1. (Optional) | for a Milestone, means the amount specified in, or calculated in accordance with, Attachment D as the LD Amount for the Milestone. | |
| 1. Licence | 1. (Core) | 1. means a non-exclusive licence of IP in respect of TD, Software or Contract Material, being a licence that:    1. is fully paid-up and does not require any additional payment by the licensee, including by way of Royalty or any other fee;    2. cannot be revoked or terminated by the licensor for any reason except upon expiration of a statutory protection term;    3. operates in perpetuity without any action required on the part of the licensee to renew or extend the licence;    4. operates on a world-wide basis; and    5. binds each successor in title to the owner of the IP in respect of the TD, Software or Contract Material. | |
| 1. Licensed Fittings | (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means the following items in a GFF Licensed Area:    1. fixed internal partitioning and panelling;    2. floor coverings, window blinds and awnings;    3. cabling and connection points of any installed telecommunication systems;    4. lines, conduits, connections, taps, outlets, controls and regulatory and safety devices of any reticulated electricity, gas or water supply;    5. sinks and basins;    6. fire sprinkler systems;    7. light, heating and air-conditioning fittings;    8. installed warning or alarm systems;    9. signage supporting the function or the intended function of the GFF;    10. hoses and compressor units;    11. other fixed plant and equipment (not being GFE), including that listed in an appendix to an annex to Attachment O; and    12. any other items made available in a GFF Licensed Area by the Commonwealth for the Contractor’s use, 2. and any items that replace those while the GFF Licence is in force, but does not include items that are GFE.   Note to drafters: This list should be reviewed and updated depending on the actual licensed fittings. If a fitting which is being licensed does not appear on the list above, you will need to include it. Conversely, if an item is listed as being a 'licensed fitting' above, but is not being licensed to the Contractor, it should be deleted from the list above. | |
| 1. Life Cycle Cost | 1. (Core) | 1. means the total cost to the Commonwealth of acquisition and ownership (both direct and indirect) of the Mission System and Support System over the LOT of the Mission System. The LCC includes all costs associated with acquisition, In-Service operations, logistics support, and disposal. | |
| 1. Life-of-Type or LOT | 1. (Core) | 1. means the planned duration of the service life of the Mission System. For this Contract, the LOT is the period of [...DRAFTER TO INSERT PERIOD...] years following Final Acceptance. | |
| 1. Long Lead Time Item | 1. (Core) | 1. means a Mission System component or Support System Component which, because of its complexity of design, complicated manufacturing process, or limited production capacity, would cause extended production or procurement cycles that would preclude timely delivery if not ordered in advance of the normal provisioning processes under the Contract for the particular type of component. | |
| 1. Loss | (Core) | means any liability, loss (including economic loss), damage, compensation, costs and expenses. | |
| 1. Maintenance | 1. (Core) | 1. means all actions taken to retain materiel in, or restore it to, a specified condition or to restore it to serviceability; and ‘Maintain’ has a corresponding meaning. It includes inspection, condition monitoring, servicing, repair, overhaul, testing, calibration, rebuilding, reclamation, upgrades, modification, recovery, classification and the salvage of technical equipment. Maintenance includes both Corrective Maintenance and Preventive Maintenance. | |
| 1. Maintenance Support | 1. (Core) | 1. means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable Maintenance services to be competently provided for the Materiel System throughout its LOT. | |
| 1. Major Change | 1. (Core) | Note to drafters: Amend this definition to include any project-specific requirements.   1. means an Engineering Change Proposal that:    1. contains an engineering design for which the judgement of significance is classified as significant in relation to the technical risk introduced by the implementation of the design;    2. affects the FBL of the Mission System(s);    3. affects the Contract Price;    4. affects requirements (other than the Functional Baseline) and/or the design, and the Commonwealth considers the change has a significant impact upon one or more of the following:       1. the operational or performance characteristics of the Materiel System, including in relation to safety, security, survivability, reliability, maintainability, availability and supportability;       2. the ability to meet schedule requirements, particularly the Milestone Dates;       3. Government Furnished Equipment (GFE);       4. Interface Control Documents or specified interoperability with interfacing CIs, support equipment or support Software, spares, trainers or training devices, equipment or Software;       5. the content of operating instructions, maintenance documentation or other Technical Data (TD), other than those classified as Minor Changes;       6. interchangeability or replaceability as applied to CIs, and to all subassemblies and parts except the pieces and parts of non-repairable subassemblies;       7. sources of CIs or Repairable Items at any level defined by source-control drawings; and       8. skills, personnel numbers, training, biomedical factors or human-engineering design. | |
| 1. Malware | 1. (Core) | 1. means Software or Source Code the intent or effect of which is malicious (ie, Software that may appear to be dormant or perform a useful or desirable function, but that actually gains unauthorised access to system resources or induces the user to execute other malicious logic). Malware is a generic term for a number of different types of malicious code including adware, spyware, bots, ransomware, rootkits, trojans, viruses and worms. | |
| 1. Mandated System Review | 1. (Core) | 1. means a System Review that is mandated in the Contract. | |
| 1. Master Deed of Guarantee and Indemnity | 1. (Optional) | Note to drafters: Include this if optional clause 7.7.2 is used in the COC. Contact the ASDEFCON and Contracting Initiatives Team at [procurement.asdefcon@defence.gov.au](mailto:procurement.asdefcon@defence.gov.au) for information on the relevant Master Deed of Guarantee and Indemnity.   1. means the **[INSERT NAME OF THE DEED]** between the Commonwealth and the Guarantor dated **[INSERT DATE]**. |
| 1. Materiel Safety | 1. (Core) | 1. means that the Materiel Systems, including elements thereof, are, so far as is reasonably practicable, without risks to the health and safety of persons who:    1. use those Materiel Systems or elements for a purpose for which they were designed and manufactured;    2. handle those Materiel Systems or elements;    3. store those Materiel Systems or elements;    4. construct those Materiel Systems or elements;    5. carry out any reasonably foreseeable activity in relation to the manufacture, assembly or use of the Materiel Systems or elements or proper storage decommissioning, or disposal (eg, inspection, operation, cleaning, Maintenance or repair of Materiel Systems or elements); and    6. are at or in the vicinity of a workplace and who are exposed to Materiel Systems or elements at that workplace or whose health or safety is affected by any activity referred to in sub-paragraph (a) to (e) above. | |
| 1. Materiel System | 1. (Core) | 1. means the combination of the Mission System and the Support System. | |
| 1. Milestone | 1. (Core) | 1. means an event specified as a Milestone in Annexes A and B to Attachment B. | |
| 1. Milestone Date | 1. (Core) | 1. in relation to a Milestone, means the date for achievement of the Milestone as set out in Attachment B. | |
| 1. Milestone Payment | 1. (Core) | 1. in relation to a Milestone, means the amount set out in Annex B to Attachment B in respect of the Milestone. | |
| 1. Minor Change | 1. (Core) | Note to drafters: Amend this definition to include any project-specific requirements.   1. means an Engineering Change Proposal that:    1. does not meet any of the criteria for a Major Change;    2. substitutes a component with one that is built to the same build standard; or    3. amends TD, and the amendments have no technical impact on the associated product’s form, fit, function, physical performance, logistic or maintenance support arrangements, and includes amendments such as:       1. typographic errors;       2. grammatical errors;       3. misspellings;       4. incorrect page numbering;       5. incorrect nomenclature; and       6. incorrect contact information. | |
| 1. Mission System | 1. (Core) | Note to drafters: When complex Support System Components are to be developed (eg, an integration and test laboratory or Training simulator) these may be designated as a type of Mission System for the purposes of the Contract by including the optional words below and listing them within the definition.   1. means that element of the Materiel System that directly performs the operational function [… and those elements designated as Mission Systems under the Contract …]. For this Contract, Mission System specifically means [...INSERT PROJECT SPECIFIC MEANING...]. | |
| 1. Mobilisation Payment | 1. (RFT Core) | 1. means the payment identified as a Mobilisation Payment in Annex B to Attachment B. | |
| 1. month | 1. (Core) | 1. means a calendar month. | |
| 1. Moral Rights | 1. (Core) | 1. means any of the following:    1. a right of attribution of authorship;    2. a right not to have authorship falsely attributed; or    3. a right of integrity of authorship. | |
| 1. Not-To-Exceed | 1. (Core) | means a price (inclusive of any extra fees) that shall not be exceeded for the provision and completion of an applicable group of Supplies or of an approved work activity. | |
| 1. Notifiable Incident | 1. (Core) | 1. has the meaning given in sections 35 to 37 of the *Work Health and Safety Act 2011* (Cth). | |
| 1. Objective Evidence | 1. (Core) | 1. means specified documentary evidence required to validate an item for a specific application. | |
| 1. Obsolescence | 1. (Core) | 1. means the process of becoming out-of-date or superseded. Obsolescence can affect all equipment, Software, tools, processes, Technical Data and other support elements. | |
| 1. Operating Expenses | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor. This list should be reviewed and amended to ensure completeness and accuracy.   1. means the total of all costs, charges, fees, expenses, Taxes and other outgoings paid or payable, charged or chargeable, assessed or assessable upon or otherwise incurred by the Commonwealth in respect of the Commonwealth Premises in which the GFF is located or in managing, supervising, operating, cleaning, painting, maintaining and keeping secure the Commonwealth Premises in which the GFF is located and not otherwise recouped by the Commonwealth under the GFF Licence, including all of the following:    1. all amounts paid or payable to any Government Agency in respect of the Commonwealth Premises in which the GFF is located (not including a GFF Licence fee, if any);    2. all insurance premiums payable in respect of the insurances effected by the Commonwealth in respect of the Commonwealth Premises in which the GFF is located against risks referable to the Commonwealth Premises in which the GFF is located or to the Commonwealth in relation to the Commonwealth’s ownership or interest in the Commonwealth Premises in which the GFF is located;    3. amounts incurred in respect of the maintenance, operation, renovation, repair, upgrade and upkeep of the Commonwealth Premises in which the GFF is located (other than those parts of the Commonwealth Premises in which the GFF is located from which the Contractor derives no benefit from a right of access);    4. amounts incurred in respect of cleaning, lighting, maintaining and servicing common areas;    5. amounts incurred in respect of caretaking, security and other expenses associated with facilities provided on or from the Commonwealth Premises in which the GFF is located;    6. amounts incurred in respect of control and security (including fees payable to the Commonwealth’s security contractors, car parking attendants and traffic supervisors) in connection with the Commonwealth Premises in which the GFF is located (including amounts incurred in respect of salaries and wages, labour on costs and accident compensation insurance premiums);    7. amounts incurred in respect of maintenance, repair and testing of fire fighting and protection equipment (including sprinkler installations, hydrants, fire extinguishers, smoke detectors and other fire fighting equipment) installed by the Commonwealth on the Commonwealth Premises in which the GFF is located, including amounts paid or payable to a Government in respect of the supply, maintenance, servicing and monitoring of fire alarms;    8. amounts incurred in respect of any other services (including IT services) provided in respect of the Commonwealth Premises in which the GFF is located, including:       1. amounts payable to specialist contractors;       2. wages paid to permanent staff employed; and       3. the cost of materials used by the Commonwealth,       4. in connection with those services;    9. amounts that the Commonwealth incurs in respect of the management and supervision of the Commonwealth Premises in which the GFF is located and arrangements for use or occupation of or access to the Commonwealth Premises in which the GFF is located;    10. amounts incurred in complying with any requirement of a Government Agency in relation to the Commonwealth Premises in which the GFF is located (other than those parts of the Commonwealth Premises in which the GFF is located to which there is no access or use by the public or the Contractor) but excluding requirements which are the responsibility of a particular tenant, licensee or occupier of the Commonwealth Premises in which the GFF is located; and    11. any other expenditure reasonably and properly incurred by the Commonwealth in the operation and maintenance of the Commonwealth Premises in which the GFF is located, 2. but excluding any of the following:    1. costs of capital repairs (provided these are not needed because of Contractor Default);    2. amounts that the Commonwealth is not permitted by law to recover from the Contractor;    3. amounts of GST in respect of the GFF Licence; and    4. any other amounts payable or to be borne by the Contractor under Attachment O. | |
| 1. Operating Support | 1. (Core) | 1. means the organisation of hardware, Software, materiel, Facilities, Personnel, processes and Technical Data needed to enable the Mission System to be competently operated throughout its LOT. | |
| 1. Operational Technology Equipment or OT Equipment | 1. (Optional) | 1. means the programmable components of a system (hardware and/or software) that detect or cause a change through the direct monitoring and/or control of physical devices, processes or events. These components interact with the physical environment or manage devices that interact with the physical environment. 2. Embedded systems are also included in the sphere of operational technology (eg, smart instrumentation), along with a large subset of scientific data acquisition, control, and computing devices. Systems that process operational data (including electronic, telecommunications, computer systems and technical components) are included under the term operational technology. An OT device could be as small as the engine control unit (ECU) of a car or as large as the distributed control network for a national electricity grid. | |
| 1. Other Capabilities | 1. (Core) | 1. means Capabilities that are currently maintained or that will be introduced by the Commonwealth and/or by third parties under separate contractual arrangements with the Commonwealth, and which interoperate and/or integrate with the Materiel System. | |
| 1. Ozone Depleting Substance | 1. (Core) | 1. means any substance identified as having ozone depleting potential in the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) or any regulations made under that Act. | |
| 1. Packaging | 1. (Core) | 1. means the wrapping, container, cushioning materials, and palletisation materials, as required, in which an item is delivered, handled, stored or distributed until required for use or to be disposed of. | |
| 1. Patent | 1. (Core) | 1. means the rights and interests in any registered, pending, or restored standard or innovation patent under the *Patents Act 1990* (Cth) or the corresponding laws of any other jurisdiction, including all provisional applications, substitutions, continuations, continuations-in-part, continued prosecution applications including requests for continued examination, divisions, additions and renewals, all letters patent granted, and all reissues, re-examinations and extensions, term restorations, confirmations, registrations, revalidations, revisions and supplemental protection certificates. | |
| 1. Performance Measurement Baseline or PMB | 1. (Core) | 1. means the agreed time-phased budget plan against which Contract performance is measured under the EVMS. | |
| 1. Personal Information | 1. (Core) | 1. has the same meaning as in the *Privacy Act 1988* (Cth). | |
| 1. Personnel | 1. (Core) | 1. means all staff involved in the operation and/or support of the Mission System and/or Support System, including Commonwealth, Contractor (Support) and Subcontractors (Support) staff. | |
| 1. Physical Configuration Audit | 1. (Optional) | 1. means the formal examination of the ‘as-built’ configuration of a Configuration Item against its technical documentation to establish or verify the Configuration Item's Product Baseline. | |
| 1. Prescribed ACE Percentage | 1. (Core) | 1. means the ACE percentage specified in Table 1 of Attachment F in respect of an ACE Measurement Point. | |
| 1. Prescribed Activities | 1. (Core) | 1. means any of the following:    1. the use, handling or storage of:       1. a prohibited carcinogen, restricted carcinogen or lead, each as defined in subregulation 5(1) of the Work Health and Safety Regulations 2011 (Cth); or       2. Hazardous Chemicals the use of which is restricted under regulation 382 of the Work Health and Safety Regulations 2011 (Cth) including polychlorinated biphenyls;    2. unless otherwise agreed by the Commonwealth, the use, handling or storage of Hazardous Chemicals that are defined in the *Work Health and Safety Regulations 2011* (Cth) as:       1. Schedule 11 Hazardous Chemicals exceeding manifest quantities; or       2. Schedule 15 Chemicals where the applicable State or Territory regulator has determined the storage facility to be a major hazard facility;    3. the use, handling or storage of a Problematic Source;    4. the use, handling or storage of ordnance;    5. high risk work as defined in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth) that requires dedicated work plans;    6. electrical work on energised electrical equipment as contemplated by the *Work Health and Safety Regulations 2011* (Cth);    7. high risk construction work, demolition work or excavation work, each as defined in subregulation 5(1) of the *Work Health and Safety Regulations* *2011* (Cth);    8. work involving ACM as contemplated by subregulation 419(2) of the *Work Health and Safety Regulations* *2011* (Cth);    9. work that requires a confined space entry permit in accordance with *Work Health and Safety Regulations* *2011* (Cth); and    10. remote or isolated work as defined in subregulation 48(3) of the *Work Health and Safety Regulations 2011* (Cth). | |
| 1. Preventive Maintenance | 1. (Core) | 1. means all scheduled Maintenance actions performed to retain the systems in a serviceable condition, to ascertain the condition and correct functioning of the system hardware or Software, and to improve the reliability of the systems by providing systematic inspection, detection, prevention and delaying of known Failure Modes. Preventive Maintenance tasks include:    1. scheduled inspection on-condition tasks;    2. scheduled inspection Failure-finding tasks;    3. scheduled removal rework tasks; and    4. scheduled removal discard tasks. | |
| 1. Privacy Commissioner | 1. (Core) | 1. means any person performing any ‘privacy function’ within the meaning of the *Australian Information Commissioner Act 2010* (Cth). | |
| 1. Problematic Source | 1. (Core) | 1. means a source of ionising or non-ionising radiation, from a material or apparatus, that is required to be licensed with the Australian Radiation Protection and Nuclear Safety Agency. | |
| 1. Problematic Substance | 1. (Core) | 1. means an Ozone Depleting Substance, Synthetic Greenhouse Gas, Dangerous Good or Hazardous Chemical. | |
| 1. Problem Resolution System | 1. (Core) | 1. means the Contractor’s closed-loop system, as required under clause 7.1.7 of the SOW, for collecting, classifying, and documenting data in relation to Failures, problems and faults, and for defining corresponding corrective actions and V&V activities. | |
| 1. Process Audit | 1. (Core) | 1. means a systematic, independent and documented review of a process (a process being a set of interrelated or interacting activities which transforms inputs into outcomes) resulting in the obtaining of audit evidence and evaluating such evidence to objectively determine the extent to which the process complies with stated requirements. The review may include any documentation and records associated with the process. | |
| 1. Product Audit | 1. (Core) | 1. means a systematic, independent and documented review of a product (a product being the result of a process) resulting in the obtaining of audit evidence and evaluating such evidence to objectively determine the extent to which the product complies with stated requirements. The review may include the inspection of the product and analysis of its processes documentation and records. | |
| 1. Product Baseline or PBL | 1. (Core) | 1. means the current Approved documentation that describes the configuration of a CI during the production, fielding/deployment and operational support phases of its life cycle. The product baseline describes all necessary physical or form, fit, and function characteristics of a CI, the selected functional characteristics designated for production Acceptance testing, and the production Acceptance test requirements. | |
| 1. Product Configuration Information | 1. (Core) | 1. means a CI’s detailed design documentation including those Verification requirements necessary for Accepting product deliveries (eg, for first article Acceptance and Acceptance inspections). Product Configuration Information includes product definition information (ie, information that defines the product’s requirements, documents the product attributes, including the process information used in its realisation, and is the authoritative source for CM of the product) and product operational information (information developed from product definition information used to test, operate, maintain and dispose of a product). | |
| 1. Proportionate Liability Law | 1. (Core) | 1. means any of the following:    1. *Civil Liability Act 2002* (NSW) – Part 4;    2. *Wrongs Act 1958* (Vic) – Part IVAA;    3. *Civil Liability Act 2002* (WA) – Part 1F;    4. *Civil Liability Act 2003* (Qld) – Chapter 2, Part 2;    5. *Civil Law (Wrongs) Act 2002* (ACT) – Chapter 7A;    6. *Proportionate Liability Act 2005* (NT);    7. *Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001* (SA) – Part 3;    8. *Civil Liability Act 2002* (Tas) – Part 9A;    9. *Competition and Consumer Act 2010* (Cth) – Part VIA;    10. *Corporations Act 2001* (Cth) – Part 7.10, Div 2A; and    11. *Australian Securities & Investments Commission Act 2001* (Cth) – Part 2, Division 2, Subdivision GA. | |
| 1. PT PCP | 1. (Optional) | Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC.   1. means the Commonwealth’s ‘Payment Times Procurement Connected Policy’. | |
| 1. PT PCP Policy Team | 1. (Optional) | Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC.   1. means the relevant Minister, department or authority that administers or otherwise deals with the PT PCP on the relevant day. | |
| 1. PT PCP Subcontract | 1. (Optional) | Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC.  means a Subcontract between a Reporting Entity and another party (**Other Party**) where:   * 1. the Subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Contract;   2. both parties are carrying on business in Australia; and   3. the component of the Subcontract for the provision of goods or services for the purposes of the Contract has a total value of less than (or is reasonably estimated will not exceed) $1,000,000 (inc GST) during the period of the Subcontract, not including any options, extensions, renewals or other mechanisms that may be executed over the life of the Subcontract;   but does not include the following Subcontracts:   * 1. Subcontracts entered into prior to the Reporting Entities’ tender response for the Contract;   2. Subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or   3. Subcontracts for the purposes of:      1. procuring and consuming goods or services overseas; or  1. procuring real property, including leases and licences. | |
| 1. PT PCP Subcontractor | 1. (Optional) | 1. ***Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC.*** 2. means the party that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract. | |
| 1. PTR Act | 1. (Optional) | 1. ***Note to drafters: Include if clauses 11.9.11-11.9.15 (regarding PT PCP) are included in the COC.*** 2. means the [Payment Times Reporting Act 2020 (Cth](https://www.legislation.gov.au/Details/C2020A00091)), as amended from time to time, and includes a reference to any subordinate legislation made under the Act. | |
| 1. Quality | 1. (Core) | 1. means the degree to which a set of inherent characteristics fulfils requirements. | |
| 1. Quality Assurance | 1. (Core) | 1. means that part of Quality Management focused on providing confidence that Quality requirements will be fulfilled. | |
| 1. Quality Management | 1. (Core) | 1. means co-ordinated activities to direct and control an organisation with regard to Quality. | |
| 1. Quality Management System | 1. (Core) | 1. means the management system implemented by the Contractor in accordance with clause 8.1 of the SOW for the purposes of Quality Management. | |
| 1. Radiofrequency Spectrum | 1. (Optional) | 1. means the range of frequencies of electromagnetic radiation within which radiocommunications are capable of being made from zero to less than 420 terahertz. | |
| 1. Registrable Design | 1. (Core) | 1. means a design able to be protected under the *Designs Act 2003* (Cth) or the corresponding laws of any other jurisdiction. | |
| 1. Related Body Corporate | 1. (Core) | 1. has the meaning given by section 9 of the *Corporations Act 2001* (Cth)*.* | |
| 1. Repairable Item | 1. (Core) | 1. means an item that when unserviceable can be reconditioned or economically repaired to a serviceable state for further use. | |
| 1. Request | 1. (Core) | 1. means a request for tender, proposal, quotation or information or similar request for the provision of goods or services to the Commonwealth. | |
| 1. Resident Personnel | 1. (Core) | 1. means the Commonwealth Personnel, and Commonwealth engaged contractors and representatives located at the Contractor’s and Subcontractor’s premises for the purpose of the Contract. | |
| 1. Review | 1. (Core) | 1. in relation to a data item, has the meaning given in clause 2.4.3 of the SOW. | |
| 1. Risk Register | 1. (Core) | 1. means the log used by the Contractor for recording each risk, risk assessment and risk management strategy in accordance with the Approved PMP. | |
| 1. Royalty | (Core) | 1. means a payment or credit made by a licensee in consideration for the exercise of a particular right or privilege by the licensor in favour of the licensee for the use of, or the right to use, any IP, however calculated. | |
| 1. Safety Outcomes | 1. (Core) | 1. means the achievement of Materiel Safety through the identification of foreseeable hazards that could give rise to risks to health and safety and the elimination, so far as is reasonably practicable, of risks to health and safety and where elimination is not reasonably practicable, the minimisation of risks to health and safety so far as is reasonably practicable. | |
| 1. Schedule 11 Hazardous Chemicals | (Core) | has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth). | |
| 1. Schedule 15 Chemical | (Core) | has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth). | |
| 1. Security Authorisation | 1. (Core) | 1. means a security-related Certification, Accreditation, risk assessment outcome, regulatory approval, or other documented authority provided by a Defence security authority and necessary for the delivery of the Supplies or the performance of the Contract.   Note to drafters: Amend the following definition to suit the security requirements of the Contract:  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.   1. For the purposes of the security requirements of the Contract, the applicable Security Authorisations are:    1. ATO‑C / ATO;    2. cyber-maturity assessment against the Defence Cyberworthiness System (DCwS); and    3. the security considerations as part of the applicable regulatory / assurance framework for the Contract (eg, seaworthiness or airworthiness). | |
| 1. Security Interest | (Core) | 1. means any of the following:    1. a security for the payment of money or performance of an obligation, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;    2. a ‘security interest’ as defined in section 12(1) or (2) of the *Personal Property Securities Act 2009* (Cth); and    3. an agreement to create any of these or allow any of these to exist. | |
| 1. Security Outcomes | 1. (Core) | 1. means that a Security System-of-Interest (SSoI), including elements thereof, has achieved a level of security performance such that the SSoI is determined to be As Secure As Reasonably Practicable (ASARP), including that:    1. security considerations have been addressed as they apply to the design, development, implementation, V&V, and Security Authorisations for the SSoI;    2. the SSoI is able to operate effectively, achieve the Safety Outcome, and undertake the intended missions in the environment in which the system is expected to operate, as set out in the Contract;    3. the SSoI is resilient to cyber threats, including that the SSoI is able to:       1. withstand, respond to, and adapt to adverse system conditions caused by cyber threats; and       2. recover from effects, attacks or compromises caused by cyber threats;    4. the security risks applicable to the SSoI have either been eliminated or the likelihood and/or consequence have been reduced to the extent practicable; and    5. the Commonwealth’s security obligations have been met as they pertain to the confidentiality, classification, availability and integrity of information and data processed, stored and/or communicated electronically or by similar means by the SSoI. | |
| 1. Security System-of-Interest or SSoI | 1. (Core) | Note to drafters:  Amend the following definition to incorporate any additional SSoIs, including Support System Components that are SSoIs, which are those systems or components that would be subject to the requirements of the System Security Program clause of the SOW.  Drafters should consider the relationship between SSoIs and ToSAs when amending this definition.   1. means:    1. the Mission System; and    2. [DRAFTER TO INSERT]. | |
| 1. Sewerage Treatment Plant | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.  means the facility so identified on the plan at Appendix 1 of an annex to Attachment O. | |
| 1. Shared Facilities | 1. (Core) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. in relation to the GFF Licence, means:    1. if a part of a GFF Licensed Area is identified in a plan at Appendix 1 to an annex to Attachment O as Shared Facilities, that part of the GFF Licensed Area; and    2. any part of a GFF Licensed Area specified as Shared Facilities in a notice by the Commonwealth Representative under clause 4 of Attachment O. | |
| 1. Small to Medium Enterprise (SME) | 1. (Core) | 1. means an Australian Entity which has up to 200 full-time equivalent employees. | |
| 1. Software | 1. (Core) | 1. means a collection of computer code comprising a set of instructions or statements used directly or indirectly by a computer to bring about a certain result, (including using a computer programming language to control a computer or its peripheral devices) and includes computer programs, firmware and applications, and Software Updates but excludes Software Design Data and Source Code. | |
| 1. Software Design Data | 1. (Core) | 1. means data which describes the internal design and operation of a Software program and its interface with the external Software and hardware systems in which it operates, including explanations of particular codes, standard headers or distinct procedures (with reference to inputs, outputs and processing). | |
| 1. Software Release | 1. (Optional) | 1. means a collection of new and/or changed Software CIs, which are tested and introduced into the live environment together. | |
| 1. Software Update | 1. (Optional) | 1. means, in relation to Software:    1. a new release of or change to that Software (which is designed to overcome errors or malfunctions in, or designed to improve the operation of, the Software); or    2. a new version of that Software (which is designed to enhance or provide extra functionality to that Software). | |
| 1. Source Code | 1. (Core) | 1. means the expression of Software in human readable form which is necessary to understand, maintain, modify, correct and enhance that Software. | |
| 1. Sovereign Defence Industrial Priority or SDIP | 1. (Core) | 1. has the meaning given in the 2024 Defence Industry Development Strategy. SDIPs applicable to the Contract are identified in Attachment F. | |
| 1. Sovereignty | 1. (Core) | 1. means Australia having sovereign control over the ability to employ Defence capability or force when and where required, and for the period required, to produce the desired military effect. Sovereignty is a component of Capability, particularly in relation to preparedness. Sovereignty embraces all of the Industrial Capabilities identified in Attachment F for delivery under the Contract. | |
| 1. Spare | 1. (Core) | 1. means an item that is a Repairable Item (RI) or a non-Repairable Item that is not currently fitted to an end item or system. | |
| 1. Specification | 1. (Core) | 1. a detailed statement of a set of requirements to be satisfied by a material, product, system or process, indicating the procedures for checking compliance with these requirements. It may take the form of either a standard produced for common and repeated use, or a publication, which defines a unique product or process, and may incorporate reference to published standards. | |
| 1. Standard | 1. (Core) | 1. a document, established by consensus and approved by a recognized body, that provides, for common and repeated use, rules, guidelines or characteristics for activities or their results, aimed at the achievement of the optimum degree of order in a given context. | |
| 1. Statement of Tax Record or STR | 1. (Optional) | 1. has the same meaning as in the *Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement* – March 2019. | |
| 1. Statement of Work or SOW | 1. (Core) | 1. means Attachment A, including the annexes to the SOW and any specifications referred to in the SOW. | |
| 1. Stock Item | 1. (Core) | 1. means an item which is either a RI or a non-RI and held either by the Commonwealth or the Contractor to support the Materiel System. Stock Items include Spares. | |
| 1. Stop Payment Milestone | 1. (Optional) | 1. means a Milestone, identified as a Stop Payment Milestone in Annex B to Attachment B. | |
| 1. Subcontractor | 1. (Core) | 1. means any person (not the Commonwealth) that, for the purposes of the Contract, provides items or services directly or indirectly to the Contractor and includes Approved Subcontractors; and ‘Subcontract’ has a corresponding meaning. | |
| 1. Subcontractor AIC Plan | 1. (Core) | 1. means the AIC plan developed, delivered and updated by the AIC Subcontractor and approved by the Contractor or another Approved Subcontractor (as applicable) in accordance with the relevant Approved Subcontract. | |
| 1. Subcontractor (Support) | 1. (Core) | 1. means a subcontractor to the Contractor (Support). | |
| 1. Sublicence | 1. (Core) | 1. in respect of a Licence of IP granted to the Commonwealth in accordance with clause 5.2, 5.3 or 5.6 of the COC , means a sublicence of that IP on terms that comply with the requirements of clause 5.8 of the COC. | |
| 1. Supplier Request Document | 1. (Optional) | 1. means the request documentation sent by the Contractor to potential subcontractors as part of a formal approach to the market (including request for proposal, request for tender and request for quotation). | |
| 1. Supplies | 1. (Core) | 1. means goods and services required to be supplied under the Contract and includes items acquired in order to be incorporated into the Supplies. 2. A reference to Supplies is also a reference to:    1. each item of Supplies;    2. a component of a system or subsystem comprised of Supplies; and    3. such a system or subsystem itself. | |
| 1. Supplies Acceptance Certificate | 1. (Core) | 1. means a certificate in the form of annex to DID-PM-MGT-SAC or other form agreed between the parties. | |
| 1. Supply Chain | 1. (Core) | 1. means the network of Subcontractors that deliver products and services to the Contractor, either directly or indirectly through other Subcontractors, which are incorporated into the Supplies. | |
| 1. Supply Support | 1. (Core) | 1. means the organisation of hardware, Software, materiel, Facilities, Personnel, processes, and Technical Data needed to enable supply services to be completely provided for the Materiel System throughout its LOT. Supply Support also includes the Support Resources of Spares and Packaging. | |
| 1. Support and Test Equipment | 1. (Core) | 1. means the equipment needed to support the operation, support and disposal of the Mission System and Support System Components, as and when required, throughout the life of the Materiel System. S&TE includes materials handling equipment, ground handling equipment, tools, personal protective equipment, metrology and calibration equipment, test equipment and automated test equipment, and diagnostic Software for support equipment Maintenance. S&TE does not include either Training Equipment or Mission System equipment that is used by the Mission System when it is directly engaged in the performance of its mission. | |
| 1. Support Resources | 1. (Core) | 1. means the physical products (including Spares), equipment, materials, Facilities, Technical Data, Personnel, and any other physical resources required to operate and support all or a particular part of the Mission System as the case requires. | |
| 1. Support System | 1. (Core) | 1. means the sum of the existing support infrastructure (including that of the Commonwealth, the Contractor and its Subcontractors, the Contractor (Support) and its Subcontractors) and the additional support elements being generated under the Contract to enable the Mission System to be effectively operated and supported so that it can meet its operational requirements. The Support System includes support required for Support System Components. | |
| 1. Support System Components | 1. (Core) | 1. means the physical end-items of the Support System that can be defined using a specification. Support System Components are a subset of Support Resources and include Packaging, Technical Data, equipment, materials, and Facilities, as well as Spares and other physical components required for the support of those Support System end-items. Support System Components do not include Personnel or Spares for the Mission System. | |
| 1. Support System Constituent Capabilities | 1. (Core) | 1. means the five subsystems of the Support System, including Operating Support, Engineering Support, Maintenance Support, Supply Support, and Training Support. Each Support System Constituent Capability involves the following organisations: the Commonwealth, in-service support contractors (including the Contractor) and in-service support subcontractors (including Subcontractors). | |
| 1. Supportability | 1. (Core) | 1. means the degree to which the Mission System design characteristics and the planned or existing Support System enable preparedness requirements to be met. | |
| 1. Supportability Related Design Factors | 1. (Core) | 1. means those Supportability factors that affect the design of an item. Examples include inherent reliability and maintainability values, testability values, and transportability characteristics. | |
| 1. Surveillance | 1. (Core) | 1. means continual monitoring and Verification of the status of an entity and analysis of records to ensure that specified requirements are being fulfilled (the entity could be a system, process, product, project, contract etc). | |
| 1. Sustainment Training | 1. (Optional) | 1. means Training that is conducted as part of career, trade and specialist courses undertaken by Defence Personnel in relation to the Capability. | |
| 1. Synthetic Greenhouse Gas | 1. (Core) | 1. means any gas identified as a Synthetic Greenhouse Gas in the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) or in any regulations made under that Act. | |
| 1. System Audit | 1. (Core) | 1. means a systematic, independent and documented review of a system (a system being a set of interrelated or interacting elements) resulting in the obtaining of audit evidence and evaluating such evidence to objectively determine the extent to which the system and its associated processes, documentation and records comply with stated requirements. The review may include any elements of the system. | |
| 1. System Owner | 1. (Core) | Note to drafters: Amend the following definition to incorporate the System Owner for the Mission System. If different SSoIs (or parts thereof) will have different System Owners, amend the definition accordingly.   1. has the meaning given in the Defence Cyber Security Assessment & Authorisation Framework. For the purposes of the ICT and cyber security requirements of the Contract, the System Owner is **[INSERT APPLICABLE APPOINTMENT].** | |
| 1. System Review | 1. (Core) | 1. means an event at which the progress of the technical effort (including that of engineering and integrated logistics support) is assessed relative to its governing plans and technical and contractual requirements. | |
| 1. Systems Engineering | 1. (Core) | 1. includes the technical and management efforts of directing and controlling a totally integrated engineering effort of a system or program. SE includes the effort to define the system and the integrated planning and control of the technical program efforts of design engineering, specialty engineering, production engineering, and integrated test planning. SE also includes the effort to transform an operational need or statement of deficiency into a description of system requirements and a preferred system configuration. | |
| 1. Target of Security Assessment or ToSA | 1. (Optional) | 1. in relation to ICT security and cyber security, means an information system, a system comprising DESE, and all associated documentation, that is the subject of a security evaluation. 2. The Mission System, as a whole, could be a ToSA (as well as being a SSoI) or specific subsystems or components of the Mission System could be separate ToSAs (eg, the mission management system and the communications system within a platform could be separate ToSAs).  If applicable, Support System Components (eg, an item of Training Equipment) may be defined as SSoIs, each with one or more ToSAs. | |
| 1. Tax | (Core) | means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge. | |
| 1. Technical Data or TD | 1. (Core) | 1. means technical or scientific data, know-how or information, reduced to a material form (whether stored electronically or otherwise) in relation to the Materiel System and includes calculations, data, databases, designs, design documentation, drawings, guides, instructions, handbooks, manuals, models, notes, plans, reports, simulations, sketches, specifications, standards, Training Materials, test results and writings, and includes Software Design Data and Source Code. | |
| 1. Technical Data and Software Rights Schedule or TDSR Schedule | (Core) | means Attachment G to the Contract. | |
| 1. Technical Integrity | 1. (Optional) | 1. in relation to an item, means the item’s fitness for service, safety and compliance with regulations for environmental protection. | |
| 1. Total Contract Expenditure | 1. (Core) | 1. means, in the context of an ACE Measurement Point, the sum of:    1. Australian Contract Expenditure; and    2. Imported Contract Expenditure, 2. each calculated from ED to that ACE Measurement Point. | |
| 1. Trade Mark | 1. (Core) | 1. means a trade mark protected under the *Trade Marks Act 1995* (Cth) or corresponding laws of any other jurisdiction. | |
| 1. Training | 1. (Core) | 1. means the processes, systems, materials, resources, and services for bringing Personnel to the required standard of competency by instruction, practice or other prescribed methodology. | |
| 1. Training Equipment | 1. (Core) | 1. means any item of equipment required to perform Training. | |
| 1. Training Materials | 1. (Core) | 1. means materials necessary for a suitably qualified instructor to effectively and efficiently provide Training to a body of students who meet the defined entry requirements. This material includes Training specifications, course curricula, Competency standards, lesson plans, assessment instruments (including recording / tracking tools), student workbooks, précis and other publications (excluding publications developed for non-Training purposes), exams, Training aids including presentation, image, audio and video files, and, if applicable, computer-based training content, Software and manuals. | |
| 1. Training Support | 1. (Core) | 1. means the organisation of hardware, Software, material, Facilities, Personnel, processes, and Technical Data needed to enable Training services to be competently provided for the Materiel System throughout its life. | |
| 1. Transition | 1. (Core) | 1. means the activities undertaken by the Contractor, Subcontractor and the Commonwealth to transition the Supplies that have been produced under the Contract from the project oriented, development environment to an operating and support environment, leading to eventual closing out of the Contract. | |
| 1. Unit of Competency or UOC | (Core) | 1. an agreed statement of the skills and knowledge required for effective performance in a particular job or job function. A UOC is made up of elements of competency, together with performance criteria, a range of variables, and an evidence guide. | |
| 1. Unrelated Party | (Core) | 1. means any person other than any of the following:    1. the Commonwealth and Commonwealth Personnel;    2. the Contractor and Contractor Personnel;    3. a Related Body Corporate of the Contractor; and    4. an employee, officer or agent of a Related Body Corporate of the Contractor. | |
| 1. Use | (Core) | 1. means, in relation to a licence of any TD, Software or Contract Material granted to a licensee, to:    1. use, reproduce, adapt and modify the TD, Software or Contract Material in accordance with the licence; and    2. disclose, transmit and communicate the TD, Software or Contract Material:       1. to the licensee's employees, officers and agents; and       2. to a sublicensee under a sublicence granted in accordance with the licence. | |
| 1. Validation | 1. (Core) | 1. means confirmation by examination and provision of Objective Evidence that the specific intended use or application of a product or service, or aggregation of products and services, is accomplished in an intended usage environment; and ‘Validate’ and ‘Validated’ have corresponding meanings. | |
| 1. Verification | 1. (Core) | means confirmation by examination and provision of Objective Evidence that specified requirements to which a product or service, or aggregation of products and services, is built, coded, assembled and provided have been fulfilled; and ’Verify’ has a corresponding meaning. | |
| 1. WHS Legislation | 1. (Core) | 1. means any of the following:    1. the *Work Health and Safety Act 2011* (Cth) and the *Work Health and Safety Regulations 2011* (Cth); and    2. any corresponding WHS law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth). | |
| 1. WHS Management System | 1. (Core) | 1. has the meaning given to OHS Management System in AS/NZS ISO-45001:2018. | |
| 1. Wilful Default | 1. (Core) | 1. means a Default where the breach relates to an act or omission that is intended to cause harm, or otherwise involves recklessness in relation to an obligation not to cause harm. | |
| 1. Work Breakdown Structure | 1. (Core) | 1. has the meaning given in DEF(AUST)5664A – Work Breakdown Structures for Defence Materiel Projects. | |
| 1. Working Day | 1. (Core) | 1. in relation to the doing of an action in a place, means any day in that place other than:    1. a Saturday, Sunday or public holiday; and    2. any day within the two-week period that starts on:       1. the Saturday before Christmas Day; or       2. if Christmas Day falls on a Saturday, Christmas Day. | |

1. Referenced DOCUMENTS

| Reference | Description |
| --- | --- |
| 1. AAP 8000.011 | 1. Defence Aviation Safety Regulations |
| 1. ABS Catalogue 5206 – Table 4 | 1. Australian National Accounts: National Income, Expenditure and Product, Table 4 - Chain Price Indexes |
| 1. ABS Catalogue 6345 | 1. Wage Price Index, Australia |
| 1. ABS Catalogue 6427 | 1. Producer Price Indexes, Australia |
| 1. ABS Catalogue 6457 | 1. International Trade Prices Indexes, Australia |
| 1. ACE Measurement Rules | 1. *Australian Contract Expenditure Measurement Rules*. Available from: 2. <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance> |
|  | 1. ACSC Publication, ‘Cloud Computing Security Considerations’, October 2021 |
|  | 1. ACSC Publication, ‘Cyber Supply Chain Risk Management’, May 2023 |
|  | 1. ACSC Publication, ‘Essential Eight Maturity Model’, as amended from time to time |
|  | 1. ACSC Publication, ‘Guidelines for Security Documentation’, September 2023 |
|  | 1. ACSC Publication, ‘Guidelines for System Monitoring’, September 2023 |
|  | 1. ACSC Publication, ‘Identifying Cyber Supply Chain Risks’, May 2023 |
|  | 1. ACSC Publication, ‘Strategies to Mitigate Cyber Security Incidents’, February 2017 |
|  | 1. ACSC Publication, ‘Strategies to Mitigate Cyber Security Incidents – Mitigation Details’, February 2017 |
|  | 1. ACSC System Security Plan (SSP) Annex Template, as amended from time to time |
| 1. ADF-I-3 ESO | 1. ADF-I-3 Electromagnetic Spectrum Operations |
| 1. ADFP 6.0.4 | 1. Radiofrequency Spectrum Management |
| 1. AFSMAN | 1. Air Force Security Manual, Volume 1, 7 May 2024 |
| 1. ANP3411-0101 | 1. Naval Materiel Assurance Publication |
| 1. ANP4605 | 1. Navy Cyberworthiness |
| 1. ANSI/AIAA G-043-1992 | 1. American National Standards Institute / American Institute of Aeronautics and Astronautics, *Guide for the Preparation of Operational Concept Documents*, 1992 |
|  | 1. *Australian Code for the Transport of Dangerous Goods by Road and Rail (as amended from time to time)* |
| 1. ARPANS Act | 1. *Australian Radiation Protection and Nuclear Safety Act 1998* (Cwth) |
| 1. ARPANS Regulations | 1. *Australian Radiation Protection and Nuclear Safety Regulations 2018* (Cwth) |
| 1. ARPANSA Radiation Protection Series S-1 | 1. Standard for Limiting Exposure to Radiofrequency Fields – 100 kHz to 300 GHz (2021) |
| 1. ARPANSA Radiation Protection Series S-1 | 1. Advisory Note: Compliance of mobile or portable transmitting equipment (100 kHz to 300 GHz) (2021) |
| 1. AS 1100 | Australian Standards – Technical Drawings |
| 1. AS/NZS ISO 9001:2016 | 1. Quality Management Systems – Requirements |
| 1. AS/NZS ISO 10005:2018 | 1. Quality Management – Guidelines for Quality Plans. |
| 1. AS/NZS ISO 14001:2015 | 1. Environmental management systems—Requirements with guidance for use |
| 1. AS/NZS ISO 19011:2003 | 1. Guidelines for Quality and/or Environmental Management Systems Auditing |
| 1. AS/NZS ISO 31000:2018 | 1. Risk Management – principles and guidelines |
| 1. AS/NZS ISO 45001:2018 | 1. Occupational health and safety management systems—Requirements with guidance for use |
| 1. AS/NZS ISO/IEC/IEEE 12207: 2019 | 1. Systems and software engineering – Software life cycle processes |
| 1. AS/NZS ISO/IEC/IEEE 15288:2015 | 1. Systems and software engineering - System life cycle processes |
|  | 1. *Auditor-General Act 1997* (Cth) |
|  | 1. *Australian Consumer Law* (Schedule 2 to the *Competition and Consumer Act 2010*) (Cth) |
| 1. ASD-STE100 | International specification for the preparation of technical documentation in a controlled language |
| 1. ASIO 18-9938 | Security Manager’s Guide: Supply Chain Security, 2018 |
|  |  |
| 1. CASG Manual (PM) 006 | 1. *Defence Supplement to the Australian Standard for Earned Value Management, AS 4817*, Version 2.0 (2020) |
|  | 1. CASG Risk Management Product Risk Matrix |
|  | 1. *Circuit Layouts Act 1989* (Cth) |
|  | 1. Code of Practice, *Managing the Work Environment and Facilities*  (an approved code of practice under section 274 of the WHS Act) |
|  | 1. Code of Practice, *Preparation of Safety Data Sheets for Hazardous Chemicals*  (an approved code of practice under section 274 of the WHS Act) |
| 1. CPRs | 1. Commonwealth Procurement Rules - July 2024 |
|  | 1. Commonwealth Supplier Code of Conduct, as amended from time to time |
|  | 1. *Copyright Act 1968* (Cth) |
|  | 1. *Corporations Act 2001* (Cth) |
| 1. CTIS | 1. Australian Cyber Security Centre (ACSC) Cyber Threat Intelligence Sharing (CTIS) platform |
|  | 1. *Defence Act 1903* (Cth) |
|  | 1. Defence Cyber Security Assessment & Authorisation Framework, Version 4.2, 22 April 2024 |
|  | 1. Defence Cyberworthiness System (DCwS) Maturity Model |
| 1. DEF(AUST)1000C | 1. ADF Packaging |
| 1. DEF(AUST)CMTD-5085C | 1. Engineering Design Data for Defence Materiel |
| 1. DEF(AUST)5629C | 1. Production of Military Technical Manuals |
| 1. DEF(AUST)IPS-5630 | 1. Developing S1000D Interactive Electronic Technical Publications (IETPs) |
| 1. DEF(AUST)5664A | 1. Work Breakdown Structures for Defence Materiel Projects |
| 1. DEF(AUST)5691 | 1. Logistic Support Analysis |
| 1. DEF(AUST)5692 | 1. Logistic Support Analysis Record Requirements for the Australian Defence Organisation |
| 1. Defence Cost Principles | 1. *Defence Cost Principles.*  Available from: 2. <https://www.defence.gov.au/business-industry/procurement/policies-guidelines-templates/procurement-guidance> |
| 1. Defence ICT/Cyber SCRM Framework | 1. The Defence ICT/Cyber Procurement Supply Chain Risk Management Framework, October 2020 |
| 1. DEFLOGMAN | Note to drafters: The DEFLOGMAN has been withdrawn and is being replaced. Update the following references if the replacement manuals are published.   1. Defence Logistics Manual |
| 1. DEFLOGMAN Part 2 Volume 5 Chapter 5 | 1. Item Identification and Recording of Defence Logistics Assets in Support of MILIS |
| 1. DEFLOGMAN Part 2 Volume 5 Chapter 10 | 1. Defence Disposal Policy |
| 1. DEFLOGMAN Part 2 Volume 10 Chapter 16 | 1. Life Cycle Costing Analysis |
| 1. DEFLOGMAN Part 3 | 1. Electronic Supply Chain Manual (ESCM) |
| 1. DI ADMINPOL Annex J PPL7 | 1. Required Behaviours in Defence |
| DIDS | 1. *2024 Defence Industry Development Strategy*, also known as ‘2024 DIDS’ |
|  | 1. Defence Intellectual Property Policy 2014 |
| 1. DLM | 1. Defence Learning Manual |
| 1. DRSM | 1. Defence Radiation Safety Manual |
|  | 1. Defence Safety Manual |
| 1. DSPF | 1. *Defence Security Principles Framework,* as amended from time to time |
|  | 1. *Designs Act 2003* (Cth) |
| 1. EIA-632-1998 | 1. Processes for Engineering a System |
| 1. ANSI/EIA-649-B | 1. National Consensus Standard for Configuration Management |
| 1. EIA-836 | 1. Configuration Management Data Exchange and Interoperability |
| 1. EMM | Engineering and Maintenance Manual |
| 1. EMS MM | 1. Electromagnetic Spectrum (EMS) Management Manual |
|  | 1. *Environment Protection and Biodiversity Conservation Act 1999* (Cth) |
|  | 1. *Financial Policy – Gifts and Benefits* |
|  | 1. *Financial Policy - Sponsorship* |
| 1. Form AC847 | 1. Application for Contractor Access to MILIS |
| 1. GHS | 1. Globally Harmonised System of Classification and Labelling of Chemicals, Third Revised Edition |
| 1. GST Act | 1. *A New Tax System (Goods and Services Tax) Act 1999* (Cth) |
| 1. IPP | 1. *Commonwealth Indigenous Procurement Policy* – December 2020. A copy of the IPP is available from: 2. <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp> |
| 1. ISA/IEC 62433 series | 1. Security for Industrial Automation and Control Systems |
| 1. ISM | 1. Information Security Manual (as amended from time to time) |
|  | 1. *Integrity Policy* |
| 1. ISO 216 | 1. Writing Paper and Certain Classes of Printed Matter – Trimmer Sizes – A and B series |
| 1. ISO 10303 | 1. Automation systems and integration — Product data representation and exchange |
| 1. ISO 10918 | 1. JPEG |
| 1. ISO/IEC 27001:2022 | 1. Information security, cybersecurity and privacy protection – Information security management systems – Requirements |
| 1. ISO/IEC 27005:2022 | 1. Information security, cybersecurity and privacy protection – Guidance on managing information security risks |
| 1. ISO/IEC 27032:2012 | 1. Cybersecurity – Guidelines for internet security |
|  | 1. *Judiciary Act 1903* (Cth) |
| 1. LCAM | 1. Logistics Compliance and Assurance Manual |
| 1. LMSM | *Land Materiel Safety Manual* |
|  | *Legal Services Directions 2017* |
| 1. MIL-HDBK-1467 | 1. Acquisition of Software Environments and Support Software |
| 1. MIL-HDBK-46855A | 1. Human Engineering Guidelines for Military Systems, Equipment and Facilities |
| 1. MILPERSMAN | 1. Military Personnel Policy Manual |
| 1. MIL-STD-882E | 1. Department of Defense Standard Practice – System Safety |
| 1. MIL-STD-961E | 1. Defense and Program-unique Specifications Format and Content |
| 1. MIL-STD-1472F | 1. Human Engineering |
| 1. MIL-STD-461G | 1. Requirements for the Control of Electromagnetic Interference – Characteristics of Subsystems and Equipment |
| 1. MIL-STD-464C | 1. Electromagnetic Environmental Effects – Requirements for Systems |
|  | 1. *National Measurement Act 1960* (Cth) |
| 1. NIST CSF | 1. National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF), Version 2.0, February 26, 2024 |
| 1. NIST SP 800-30 | 1. Guide for Conducting Risk Assessments, Revision 1, September 2012 |
| 1. NIST SP 800-37 | 1. Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy, Revision 2, December 2018 |
| 1. NIST SP 800-53 | 1. Security and Privacy Controls for Information Systems and Organizations, Revision 5, September 2020 |
| 1. NIST SP 800-53A | 1. Assessing Security and Privacy Controls in Information Systems and Organizations, Revision 5, January 2022 |
| 1. NIST SP 800-82 | 1. Guide to Operational Technology Security, Revision 3, September 2023 |
|  | 1. *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) |
|  | 1. *Patents Act 1990* (Cth) |
|  | 1. *Personal Property Securities Act 2009* (Cth) |
|  | 1. *Privacy Act 1988* (Cth) |
| 1. PSPF | Protective Security Policy Framework, as amended from time to time |
|  | 1. *Radiocommunications Act 1992* (Cth) |
| 1. S1000D™ | 1. *International specification for technical publications using a common source database* |
| 1. SADL | 1. Systems Approach to Defence Learning |
| 1. SAFETYMAN | 1. Defence Safety Manual |
| 1. Shadow Economy Procurement Connected Policy | 1. Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement – March 2019. |
| 1. STANAG 4177 | 1. Codification of Items of Supply - Uniform System of Data Acquisition |
|  | 1. *Taxation Administration Act 1953* (Cth) |
|  | 1. *Trade Marks Act 1995* (Cth) |
|  | 1. The United Nations Convention on Contracts for the International Sale of Goods |
| 1. WHS Act | 1. *Work Health and Safety Act 2011* (Cth) |
| 1. WHS Regulations | 1. *Work Health and Safety Regulations 2011* (Cth) |
|  | 1. Workplace Gender Equality Act 2012 (Cth) |
|  | 1. Workplace Gender Equality Procurement Principles |

1. WBS Dictionary for Contract Summary WBS

| WBS Element | Definition |
| --- | --- |
| 1. Mission System | 1. This element includes the hardware and Software used to accomplish the primary mission of the defence materiel item. 2. This element includes all design, development, integration, assembly, test and checkout, as well as all technical and management activities associated with individual hardware / Software elements 3. This element also includes the design, development, integration, assembly, test and checkout associated with the overall Mission System. When an electronic/automated Software system comprises several Mission Systems, each will be listed separately at level 2. |
| 1. Support System | 1. This element includes all of the physical support deliverables being generated under the Contract, including any effort associated with the acquisition of, and/or the design, development and production of those physical deliverables. 2. Includes any effort associated with delivery, installation, integration, and check out. 3. Includes the acquisition, design, development and production of any logistics resources associated with those physical deliverables (ie, the logistics resources required for the support of Support System elements such as Facilities, S&TE, etc). |
| 1. Platform Integration | 1. This element includes the effort involved in providing technical and engineering services to the platform manufacturer or integrator during the installation and integration of the Mission System into the host vehicle. |
| 1. Project Management | 1. This element includes the business and administrative planning, organising, directing, co-ordinating, controlling, and approval actions designated to accomplish overall program objectives which are not associated with specific hardware elements and are not included in systems engineering. 2. This element includes cost, schedule, performance measurement management, warranty administration, contract management, data management, vendor liaison, subcontract management, risk, IV&V activities, life cycle cost, transition to operational service, Australian Industry Capability, and and Technical Data and Software rights management. |
| 1. Systems Engineering | 1. This element includes the technical and management efforts of directing and controlling a totally integrated engineering effort of a system or program. 2. This element includes the effort to define the system and the integrated planning and control of the technical program efforts of design engineering, specialty engineering, production engineering, and integrated test planning. 3. This element also includes the effort to transform an operational need or statement of deficiency into a description of system requirements and a preferred system configuration. |
| 1. Integrated Logistic Support | 1. This element includes the overall planning, directing, and controlling of the ILS function. 2. This element includes the effort associated with the logistics-analysis processes, the outcome of which results in the identification of the logistics resources (both range and scale) required to support both the Mission System and the Support System. 3. Excludes the acquisition of, and/or the design, development and production of specific Support System Components (eg, S&TE, Facilities, Software Support Environment, Training Equipment and Materials, etc). These activities are covered under the individual Support System elements themselves. 4. Excludes the acquisition, design, development and production of the logistics resources required for the support of the individual Support System elements themselves. |
| 1. Verification and Validation | 1. This element includes V&V management and infrastructure for both the Mission System and the Support System as well as the actual V&V for all phases of the Contract. 2. This element includes processes that demonstrate that the engineering design and development process is complete, demonstrate that the design risks have been minimised, demonstrate that the system will meet specifications and determine whether the engineering design is supportable (practical, maintainable, safe, etc.) for operational use. 3. This element includes such tests as system demonstration, flight tests, sea trials, mobility demonstrations, stability tests, qualification operational test and evaluation, etc., and support thereto, required to prove the operational capability of the deliverable system 4. This element also includes logistics testing efforts to evaluate the achievement of Supportability goals and the adequacy of the support for the system (eg, deliverable maintenance tools, test equipment, technical publications, maintenance instructions, personnel skills and training requirements, and Software support facility/environment elements). |