

[...INSERT NAME OF SERVICES...]

STATEMENT OF WORK

Note to drafters: To assist in drafting the SOW, download and install the ASDEFCON Toolbar and Styles templates:

- <http://drnet/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Toolbar.aspx>

To update the tables of contents below, click into the field and press F9 and select “Update entire table”. If required, the table of contents can be rebuilt using styles “SOW HL1 – ASDEFCON” and “SOW HL2 – ASDEFCON”.

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Note to drafters: The list of annexes below must be updated to delete any annexes that are not required, and to add any new annexes developed for the draft Contract.

ANNEXES

- A. Contract Data Items (Core)
- B. Contract Services Requirements List (Optional)
- C. Defence Information System Use (Optional)
- D. Training Course Details (Optional)
- E. Support Requirements for Commonwealth Assets (Optional)
- F. Known Hazards at Commonwealth Premises (Optional)

1. SCOPE (CORE)**1.1 Purpose (Core)**

Note to drafters: These clauses will require tailoring to meet the specific needs of the Contract by identifying the Defence function that is supported or enabled by these Services (eg, support of a training school/program, a system/set of products, or other function required by Defence).

1.1.1 The purpose of this SOW is to state the Commonwealth requirements for work to be carried out under the Contract relating to the provision of Services in support of the [...DRAFTER TO INSERT...], and to allocate work responsibilities between the Commonwealth and the Contractor.

1.2 Background – For Information Only (Optional)

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

1.2.1 Not used.

2. GENERAL REQUIREMENTS (CORE)

Note to drafters: These clauses will require tailoring to meet the specific needs of each Contract. ASDEFCON (Support Short) contains similar clauses and further guidance can be found in the ASDEFCON (Support Short) SOW Tailoring Guide.

2.1 Scope of Work (Core)

Note to drafters: Not all contracts will require all activities listed below. Tailor as required.

2.1.1 The Contractor shall perform all activities necessary for the provision of Services in accordance with the Contract, including:

- a. provision of management Services;

Option: Amend the list as per the required Services from clauses in the SOW.

- b. provision of Services #1;
- c. provision of Services #2;
- d. provision of Help Desk Services;
- e. provision of Training Services;

- f. provision and support of Support Resources;
- g. Quality Management; and
- h. Health, Safety and Environmental Management.

Note to drafters: Delete the following clause if the descriptions of all of the Services are contained within the SOW and there are no Services described in separate Detailed Service Descriptions, identified in Annex B to this SOW.

2.1.2 The Contractor shall provide all Services, in accordance with this SOW and the Contract Services Requirements List (CSRL) at Annex B to this SOW.

Note to drafters: If the Contract is to be operated largely through the provision of Task Priced Services and/or S&Q Services and there will be no Recurring Services, the following clause may be deleted. Refer to the SOW Tailoring Guide for ASDEFCON (Support Short) for guidance.

2.1.3 Unless otherwise expressly stated in Attachment B or this SOW, all Services are Recurring Services and are included in the Recurring Services Fee. Services to be provided as S&Q Services [...INSERT "or Task-Priced Services" IF APPLICABLE...]are indicated as such within each clause.

2.2 Rate of Effort (Optional)

Note to drafters: Unless ALL major Services (ie, excluding contract management and policy compliance) are to be Task-Priced Services or S&Q Services the Rate of Effort clause may be used to describe the level of effort required to deliver the major Recurring Services (eg, the annual throughput for a Training Services contract). The SOW Tailoring Guide for ASDEFCON (Support Short) may be used for guidance even though the required contract outcomes are different. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

2.2.1 The Contractor shall provide Services that [...DRAFTER TO INSERT CLAUSE(S) EXPRESSING RATE OF EFFORT REQUIREMENT...].

2.2.2 If notified by the Commonwealth Representative of a pending change to the Rate of Effort, the Contractor shall prepare and submit a CCP, in accordance with clause 11.1 of the COC, to cover the increase or decrease, as applicable, in the provision of Services that are necessary to meet the requirements of a change to the Rate of Effort.

2.3 Deliverable Data Items (Core)

2.3.1 The Contractor shall deliver all data items to the Commonwealth Representative:

- a. in accordance with the Data Item Descriptions (DIDs) listed at Annex A; and

- b. unless otherwise specified in the applicable clause or DID, in the Contractor's presentation format, as a softcopy in a data format that is readable and acceptable to the Commonwealth (eg, Microsoft Office® products).

2.3.2 Except where otherwise specified for a particular data item the Commonwealth Representative shall, within 20 Working Days of receipt of a data item, advise the Contractor in writing that the data item is either Approved or not Approved.

2.3.3 If a data item is not Approved:

- a. the Commonwealth Representative shall advise the Contractor in writing of the reason(s) and may provide details of any corrective action to be taken by the Contractor before the data item will be reconsidered; and
- b. the Contractor shall (at no additional cost to the Commonwealth) within 10 Working Days of the notice of non-Approval (or such other period agreed by the Commonwealth in writing), deliver the rectified data item for Approval (and this clause 2.3 shall apply to the data item as if it had been submitted for the first time).

2.3.4 The Commonwealth Representative's reasons for non-Approval of a data item shall be limited to those situations where, in the judgement of the Commonwealth Representative, the data item submitted:

- a. is not clearly understandable;
- b. does not provide adequate detail;
- c. is inconsistent with the Contract, including related data items; and
- d. does not meet the objective of the data item.

2.3.5 The Commonwealth Representative may not withhold Approval of a data item for minor omissions or defects in the data item, which are identified to the Contractor. In addition to the criteria for non-Approval detailed in clause 2.3.4, any subsequent Approval of an update to a data item that was previously Approved with minor omissions or defects shall be subject to the Contractor addressing those identified omissions or defects in the proposed update to the satisfaction of the Commonwealth Representative.

2.3.6 Approval of a data item by the Commonwealth shall not be construed as:

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

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

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

2.3.9 The Contractor acknowledges that the Commonwealth's obligations to action the data items within the timeframes described in this SOW are subject to the Contractor delivering the data items in accordance with the SOW, and that any delay by the Contractor may result in the Commonwealth not being able to action the data items within the timeframes specified.

2.4 Phase In (Optional)

Note to drafters: Phase In is the period between Effective Date and Operative Date (if included in the Contract) to allow for a new Contractor to prepare for the provision of Services that are deliverable to the end customer, starting from the Operative Date. Attention is drawn to the Operative Date clause 1.6 in the COC. Drafters must ensure that a cross-reference to this clause 2.4 is retained when tailoring the requirements within the Operative Date clause of the COC. If

not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

2.4.1 Phase In Plan (Core)

2.4.1.1 The Contractor shall develop a Phase In Plan that complies with the requirements of DID-CSER-PHIP.

2.4.1.2 The Contractor shall deliver the Phase In Plan to the Commonwealth Representative, for Approval, no later than [...INSERT NUMBER, EG 20...] Working Days after the Effective Date.

2.4.1.3 The Contractor shall, promptly upon request, make available to the Commonwealth Representative all associated plans, processes, procedures and instructions supporting the Phase In Plan.

2.4.2 Phase In Activities (Core)

2.4.2.1 The Contractor shall conduct Phase In activities in accordance with the Approved Phase In Plan and clause 1.11 of the COC.

2.4.2.2 The Commonwealth shall meet its obligations under the Approved Phase In Plan.

2.4.3 Phase In Register (Optional)

2.4.3.1 The Contractor shall maintain a Phase In Register in accordance with the Approved Phase In Plan.

2.4.3.2 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Phase In Register for the duration of Phase In.

2.4.4 Phase In Progress Reports (Optional)

Note to drafters: Phase In Progress Reports may be useful where the Phase In occurs over an extended period (eg, greater than six months). If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

2.4.4.1 The Contractor shall prepare and deliver Phase In Progress Reports in accordance with the Approved Phase In Plan.

2.4.4.2 If the Commonwealth Representative notifies the Contractor on the basis of any Phase In Progress Report that the Contractor has failed to achieve performance to the levels required under the Contract, the Contractor shall advise the Commonwealth Representative of the measures proposed to achieve the levels of performance required, and shall reflect the results of such measures as are necessary to re-establish progress in subsequent Phase In Progress Reports until the end of Phase In.

2.5 Phase Out (Optional)

Note to drafters: A Phase Out allows for a planned and orderly reduction in Services at the end of the Contract, including if required to handover responsibility for the Services, bit-by-bit, to an incoming replacement contractor. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

2.5.1 Phase Out Plan (Core)

2.5.1.1 The Contractor shall develop a Phase Out Plan that complies with the requirements of DID-CSER-PHOP.

2.5.1.2 The Contractor shall deliver the Phase Out Plan to the Commonwealth Representative, for Approval, [...INSERT NUMBER OF MONTHS, EG six, 12...] months before the end of the Initial Term.

2.5.1.3 The Contractor shall, promptly upon request, make available to the Commonwealth Representative all associated plans, processes, procedures and instructions supporting the Phase Out Plan.

2.5.1.4 The Contractor shall review the accuracy of the Phase Out Plan, and update the Phase Out Plan if necessary, at intervals of no greater than [...INSERT NUMBER OF MONTHS, EG six...] months in accordance with clauses 2.3.7 to 2.3.8.

2.5.2 Phase Out Activities (Core)

2.5.2.1 The Contractor shall conduct Phase Out activities in accordance with the Approved Phase Out Plan and clause 14 of the COC.

2.5.3 Phase Out Register (Optional)

2.5.3.1 The Contractor shall maintain a Phase Out Register in accordance with the Approved Phase Out Plan.

2.5.3.2 The Contractor shall provide all facilities and assistance reasonably required by the Commonwealth in order for the Commonwealth to access the Phase Out Register for the duration of Phase Out.

3. SERVICES MANAGEMENT (CORE)

3.1 Services Planning (Core)

- 3.1.1** The Contractor shall develop a Services Management Plan (SMP) that complies with the requirements of DID-CSER-SMP and clause 2.3.1.
- 3.1.2** The Contractor shall deliver the SMP to the Commonwealth Representative, for Approval, no later than [...INSERT NUMBER OF DAYS, EG 20...] Working Days after the Effective Date (ED).
- 3.1.3** The Contractor shall manage and perform the Services in accordance with the Approved SMP.
- 3.1.4** The Contractor shall, promptly upon request, make available to the Commonwealth Representative all associated plans, processes, procedures and instructions supporting the scope of work under this Contract.
- 3.1.5** The Contractor shall review the accuracy of the SMP, and update the SMP if necessary, at intervals of no greater than [...INSERT NUMBER OF MONTHS, EG six...] months, in accordance with clauses 2.3.7 to 2.3.8.

3.2 Contract Reporting (Core)

Note: The Contract Status Report (CSR) contains four parts including the Contract Status (Part A), the Services Summary Report (Part B), Commonwealth Assets Stocktaking Report (Part C) and the Defence Industry Participation Report (Part D).

- 3.2.1** The Contractor shall develop the Contract Status Reports (CSRs), which comply with the requirements of DID-CSER-CSR and clause 2.3.1.

Note to drafters: Include Option A if Part A (overall contract status) will only be delivered in preparation for a CPR. If Part A is to be delivered more frequently (eg, a report every six months and a CPR held every 12 months) select Option B and tailor clause 3.3 accordingly. A similar clause may be used if Part B (Services Support Reports) are to be delivered more frequently than Services Performance Reviews are held.

- 3.2.2** The Contractor shall deliver to the Commonwealth Representative, for Approval, parts of the CSR as follows:

Option A: Include if Part A of the CSR is only to be delivered in preparation for a CPR.

- a. Part A, 'Contract Status', [...INSERT NUMBER, EG 10 ...] Working Days prior to each Contract Performance Review (CPR) held in accordance with clause 3.3;

Option B: Include if Part A of the CSR is to be delivered more frequently than CPRs are held (eg, at intervals of three months, including 10 Working Days before each six-monthly CPR).

- b. Part A, 'Contract Status', at intervals of no greater than [...INSERT NUMBER, EG 'six' ...] months from the ED, including [...INSERT NUMBER, EG 10 ...] Working Days prior to each Contract Performance Review (CPR) held in accordance with clause 3.3;

- c. Part B, 'Services Summary Report', [...INSERT NUMBER, EG 10 ...] Working Days prior to each Services Performance Review (SPR) held in accordance with clause 3.4;

- d. Part C, 'Commonwealth Asset Stocktaking Report', every three months from the ED, in accordance with the stocktaking requirements under clause 3.10.4; and

Option: Include this option if the draft Contract will include a DIP program.

- e. Part D, 'Defence Industry Participation (DIP) Report', with [...INSERT EG. 'every', 'every second', 'every fourth'...] delivery of Part A, 'Contract Status', to report on the DIP program in accordance with clause 3.15.

3.2.3 The Contractor shall, upon request, make supporting data for the reports required by clause 3.2.2 available to the Commonwealth Representative within three Working Days of the request.

3.2.4 If the Commonwealth Representative notifies the Contractor on the basis of any CSR, or part thereof, that the Contractor has failed to achieve performance to the levels required under the Contract, the Contractor shall advise the Commonwealth Representative of the measures proposed to achieve the levels of performance required and shall reflect the results of such measures as are necessary to re-establish Contract performance in subsequent reports.

3.3 Contract Performance Reviews (Core)

Note to drafters: A CPR held once per year is the minimum requirement. More frequent CPRs may be required in order to address a contract with greater complexity or risk. Insert the required frequency of CPRs in the following clause. If KPIs are used under the Contract, and Services Performance Reviews are not included, then CPRs will need to be conducted at the same frequency as the KPIs need to be assessed (eg, quarterly). Drafters will also need to relocate the optional clauses for the discussion of Performance Measures from clause 3.4 into this clause, and delete "subject to clause 3.4.1" from clause 3.3.2b.

3.3.1 The parties shall jointly conduct CPR meetings at intervals of no greater than [...INSERT REVIEW PERIOD IN MONTHS, EG six, 12...] months or as otherwise agreed between the parties in writing.

3.3.2 The CPR meetings shall:

- a. discuss Contract status, management and financial aspects of the Contract, drawing information from the CSR Part A;
- b. subject to clause 3.4.1, include a Services Performance Review (SPR) to discuss the Services provided during the reporting period, drawing information from the Services Summary Report (CSR Part B);
- c. discuss any issues and/or discrepancies arising from the stocktake of Contractor Managed Commonwealth Assets (CSR Part C), if required;

Option: Include if the DIP program is applicable to the draft Contract (see clause 3.15).

- d. review the progress of, and discuss any issues in relation to, the DIP program (CSR Part D);
- e. identify and determine the actions required for longer-term planning of Contract management activities and the provision of Services; and
- f. be conducted in accordance with the administrative arrangements in clause 3.5.

3.3.3 The parties acknowledge that the aims of each CPR are to consider the factors reported in the CSR and to facilitate the early identification and mitigation of any adverse effects, caused by either party, and to deal with external changes affecting the Contract.

3.4 Services Performance Reviews (Optional)

Note to drafters: SPRs are intended for contracts with a high level of activity and enable the review of the primary Services (as defined in clauses 4 to 7) more frequently than the whole-of-contract CPR, including performance measurement reporting. If Performance Measures will be included in the Contract (especially KPIs linked to Performance Payments), then the frequency of the SPRs will need to match the frequency at which the performance against KPIs is assessed (eg, quarterly). If SPRs are required, then tailor the following clause. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

3.4.1 The parties shall jointly conduct SPR meetings at intervals of no greater than [...DRAFTER TO INSERT NUMBER, EG, three or six...] months or as otherwise agreed between the parties in writing.

3.4.2 If an SPR and a CPR are scheduled to occur in the same month, the Contractor may combine these reviews into a single review, except where otherwise specified in writing by the Commonwealth Representative.

3.4.3 The SPR meetings shall:

- a. review the Contractor's performance in relation to the Service requirements of the Contract, drawing information from the Services Summary Report (CSR Part B);
- b. allow the Contractor to provide any additional supporting information reasonably required to enable the Approval of the Services Summary Report (CSR Part B);

Option: Include this option if the draft Contract includes performance measures. If the draft Contract does not include KPIs, with a determination of Adjusted Performance Scores and the use of Performance Payments, amend as required.

- c. review the Contractor's performance for the provision of Services, as measured by the performance measures defined in the Contract, including:
 - (i) the achieved results and normalised results (eg, Adjusted Performance Scores) reported in the Performance Measurement Report portion of the Services Summary Report;
 - (ii) if applicable, claims for an adjustment of the measured results including reasons for Performance Relief in accordance with clause 6.4 of the COC, and associated calculations; and
 - (iii) if applicable, the progress of any Remediation Plans;
- d. enable the Commonwealth Representative to:
 - (i) assess the validity of the reported performance results and any claim for an adjustment to the measured results; and
 - (ii) determine any adjustment to the Performance Payments in accordance with Annex G to Attachment B;

- e. [...INSERT DETAILS AS APPROPRIATE...];
- f. to facilitate early identification and mitigation of adverse effects, caused by either party, and to deal with external changes that may affect future performance; and
- g. be conducted in accordance with the administrative arrangements in clause 3.5.

Option: Include this option if the draft Contract will include KPIs and an Adjusted Performance Score of less than 80% represents significant under-performance. If a different performance management regime applies, seek advice from the PBC CoE at pbcc.enquiry@defence.gov.au.

3.4.4 The Commonwealth may, in its discretion, require more frequent reviews of Contractor performance than specified in clause 3.4.1 when the Contractor's performance assessed against any KPI is considered to be a significant under-performance (eg, an Adjusted Performance Score of less than 80% for a KPI). These additional meetings shall be conducted as ad hoc meetings in accordance with clause 3.6, with each meeting being conducted as if the Commonwealth Representative had called the meeting.

3.5 Administrative Arrangements for Reviews (Core)

3.5.1 The administrative arrangements under this clause 3.5 apply to all CPRs [...INSERT "and SPRs", IF APPLICABLE...].

3.5.2 Reviews shall be chaired by the Commonwealth Representative or a nominated representative.

3.5.3 At least 10 Working Days prior to each review, the Contractor shall develop and deliver to the Commonwealth Representative an agenda (that is not subject to Approval), which:

- a. complies with clause 2.3.1; and
- b. addresses all topics in the applicable CSR sections, as per clause 3.2, and any other matters as required by the Commonwealth Representative or the Contractor.

3.5.4 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall provide the facilities (including, when applicable, the venue), materials and services reasonably required for the conduct of review meetings. Review meetings may be held virtually when agreed by the Commonwealth Representative.

3.5.5 The Contractor shall ensure that Contractor representatives and, when requested by the Commonwealth Representative, Approved Subcontractors' representatives, participate in each review as appropriate to the subject and objectives of the review.

3.5.6 A review shall not be conducted until the Commonwealth Representative has agreed the time and place of the review.

Option A: For when the Contractor is to take minutes:

3.5.7 Within five Working Days following each review, the Contractor shall deliver minutes of the review to the Commonwealth Representative, for Approval, which summarise the major points of discussion, decisions taken, and all action items arising from the review.

Option B: For when the Commonwealth is to take minutes:

3.5.8 The Commonwealth Representative shall arrange for the preparation and delivery of minutes for each review.

3.5.9 The Contractor shall, promptly upon request, make available to the Commonwealth Representative all associated information and data supporting the reviews.

3.6 Ad Hoc Meetings (Core)

3.6.1 When scheduling ad hoc meetings, the party calling the meeting shall:

- a. provide the other party with reasonable advance notice of such meetings;
- b. advise the other party of the specific requirements for the meeting, including the nature of the issues to be discussed and the anticipated information requirements;
- c. deliver an agenda to the other party, as soon as practical, considering the date of the meeting and the urgency of the issues to be discussed; and
- d. chair the meeting, unless otherwise mandated by the Commonwealth Representative.

3.6.2 Unless otherwise agreed by the Commonwealth Representative, the Contractor shall provide the facilities (including, when applicable, the venue), materials and services reasonably required for the conduct of ad hoc meetings. Ad hoc meetings may be held virtually when agreed by the Commonwealth Representative.

3.6.3 The Contractor shall ensure that Contractor representatives and, when requested by the Commonwealth Representative, Approved Subcontractors' representatives, participate in each ad hoc meeting as appropriate to the subject and objectives of the meeting.

3.6.4 Within five Working Days following the conclusion of the ad hoc meeting, the party that chaired the meeting shall deliver minutes to the other party, which summarise the major points of discussion, decisions taken, and all action items arising from the meeting. Contractor-developed minutes shall be subject to Approval by the Commonwealth Representative.

3.7 Subcontractor Management (Optional)

Note to drafters: If the Contract does not have scope for Approved Subcontractors then this clause will not be required. Refer to COC clause 11.9 for the criteria for selecting Approved Subcontractors, which also indicates what Contract provisions may need to be flowed down into Approved Subcontracts. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

3.7.1 The Contractor shall ensure that work performed by Approved Subcontractors is planned and managed consistent with the needs of the Contract.

3.7.2 The Contractor shall include details of the Approved Subcontractors' activities in each part of the CSR, where applicable to their assigned responsibilities.

3.8 Co-ordination and Co-operation (Core)

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

- a. interoperation and integration with other Defence systems and processes; and
- b. consultation, co-ordination and co-operation with Associated Parties.

3.8.2 The Contractor shall:

- a. co-operate, as may be necessary or required by the Commonwealth, with all Associated Parties to ensure the interoperation and/or integration of the Services with other interfacing systems and/or processes, as applicable;
- b. co-operate, as may be necessary or required by the Commonwealth, with all Associated Parties (including outgoing and incoming contractors) to ensure that the Services:
 - (i) are provided in accordance with safety, security and other requirements of the Contract; and
 - (ii) do not impact on or interfere with the performance of other Defence systems and processes, or the completion of other activities by Associated Parties; and
- c. bring any causes, or likely causes, of interruption to the performance of the Services to the attention of the Commonwealth Representative as soon as practicable after becoming aware of those causes.

Note to drafters: Amend the following clause to suit the requirements of the Contract, and include optional clause 3.8.4 when these responsibilities are delegated to Associated Parties.

3.8.3 The Contractor acknowledges that the Commonwealth is the system manager for the host systems, which includes overall responsibility for:

- a. Certification of the system and its component products, as applicable;
- b. Configuration Management;
- c. system safety, including the management of applicable safety records;
- d. system security risk management and security accreditation; and
- e. [...DRAFTER TO INSERT...].

Option: For when Associated Parties will have responsibility for system-level management, such as system security certification, and Configuration Management functions, and the Contractor will be required to co-ordinate and co-operate with the Associated Parties to ensure that system-level records are maintained.

3.8.4 The Contractor acknowledges that the Commonwealth Representative may authorise one or more Associated Parties to undertake elements of the responsibilities identified in clause 3.8.3.

Note to drafters: Include the words in brackets when the option for Associated Parties (above) is included.

3.8.5 Subject to clause 3.8.6, the Contractor shall notify the Commonwealth Representative [...and the applicable Associated Parties...], in writing, when the Contractor either identifies an issue or undertakes work that either affects or is otherwise relevant to one or more of the system-level responsibilities identified in clause 3.8.3, in accordance with the following timeframes (or other timeframes agreed by the Commonwealth Representative):

- a. for any matter that affects the safety of any person, within one Working Day;
- b. for any high-risk (or higher) vulnerability that affects security (as determined in accordance with the risk management section of the Approved SMP), within one Working Day; and
- c. for all other matters, within 10 Working Days.

3.8.6 The Contractor does not need to notify the Commonwealth Representative or Associated Parties in accordance with clause 3.8.5c when it has otherwise notified these parties as part of the Services.

3.9 Maintenance of Contractual Documents (Core)

- 3.9.1** The Contractor shall incorporate all changes to the Contract and maintain a configured copy of the Contract.
- 3.9.2** The Contractor shall archive all superseded versions of the Contract to ensure that the exact status of the Contract at any previous time is able to be determined from the archived versions.

3.10 Contractor Managed Commonwealth Assets (Optional)

Note to drafters: *This clause should be included when the Contract will involve Contractor Managed Commonwealth Assets (CMCA). CMCA includes Government Furnished Material (GFM) and other Commonwealth Property that may be provided into the care, custody and control of the Contractor and that is subject to inventory management and stock control. Refer to the Glossary definition for CMCA. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.*

3.10.1 Provision and Management of Government Furnished Material (Optional)

Note to drafters: *This clause is required when GFM (as a subset of CMCA) will be provided to the Contractor. If not required, replace the following clauses with a single 'Not used'.*

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

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

- 3.10.1.1** Subject to clause 3.6 of the COC, the Commonwealth shall deliver or provide access to Government Furnished Material (GFM) to the Contractor at the place(s) and times stated in Attachment G and the GFM section of Approved S&Q Orders, as applicable.
- 3.10.1.2** The Contractor shall acknowledge receipt of the GFM, in writing, to the Commonwealth Representative within five Working Days of delivery, or such other period as may be agreed in writing by the Commonwealth Representative.
- 3.10.1.3** If GFM is not accompanied by an issue voucher from the Commonwealth, the Contractor shall report that omission in the acknowledgment of receipt for that GFM.
- 3.10.1.4** The Contractor shall:
- a. within the periods identified in Attachment G or the GFM section of Approved S&Q Orders (as applicable), inspect GFM for defects or deficiencies and any physical damage which impact on, or are likely to impact on, the intended use of the GFM;
 - b. at least 15 Working Days prior to the date that the Contractor intends to utilise an item of Government Furnished Equipment (GFE), carry out appropriate functional testing to the extent feasible of that item to determine that it is serviceable for use as required by the Contract; and
 - c. notify its satisfaction or dissatisfaction with the GFM to the Commonwealth Representative within five Working Days of inspection or functional testing.
- 3.10.1.5** The Contractor shall not use GFM that has been found on inspection to be materially damaged, defective or deficient.

Note to drafters: *To fully define the scope of the Contractor's Maintenance responsibilities for GFE requires Maintenance responsibilities for these items to be specified in Annex E.*

- 3.10.1.6** The Contractor shall carry out Maintenance of all items of GFE that require Maintenance, in accordance with Annex E and the applicable maintenance manuals.

3.10.2 Use of GFM (Optional)

- 3.10.2.1** The Contractor shall, in a skilful manner, utilise the GFM in the provision of the Services in accordance with the Contract.

3.10.3 Care of Contractor Managed Commonwealth Assets (Core)

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

3.10.3.2 Without limiting the Contractor's obligations under the Contract and except where otherwise required under clause 3.10.4, the Contractor shall, within five Working Days of becoming aware that any CMCA is lost, destroyed, damaged, defective or deficient, notify the Commonwealth Representative of the event.

3.10.4 Assurance and Stocktaking of Contractor Managed Commonwealth Assets (Optional)

Note to drafters: This clause is to be included when CMCA will be subject to stocktake under an inventory management system, such as MILIS or the Defence Enterprise Resource Planning (ERP) System. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

The note to tenderers below is included to advise tenderers of the forthcoming transition to the Defence ERP System. If, as part of the Defence ERP System, the stocktaking function will be available by OD, then the note to tenderers can be deleted and a reference to the Defence ERP System inserted where indicated in place of MILIS. References to the policy (ie, DEFLOGMAN) may also require amendment.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) System will replace existing Defence information systems over a number of years, with inventory management and stock control functions scheduled in the initial tranche of replacement systems. References to MILIS below should be considered as references to the Defence ERP System, used to perform stocktaking functions.

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

Refer to Annex C to the SOW for training in the use of Defence information systems.

3.10.4.1 The Contractor shall develop, deliver and update a Commonwealth Asset Stocktaking Plan (CASP) as part of the SMP.

3.10.4.2 The Contractor shall:

- a. institute, maintain and apply a system for the accounting for and control, handling, preservation, protection and maintenance of CMCA;
- b. undertake stocktakes and other assurance checks of CMCA; and
- c. develop and deliver the Commonwealth Assets Stocktaking Reports (CASRs) in accordance with clause 3.2.

Note to drafters: If an inventory / asset accounting system other than MILIS is applicable (eg, Pinnacle, Defence ERP system), amend the following clauses as required.

3.10.4.3 The Contractor acknowledges that, where CMCA are held to account on the Military Integrated Logistics Information System (MILIS), the stocktaking requirements for these assets will be defined by MILIS, such that:

- a. where the Commonwealth manages the MILIS records for any CMCA, the Commonwealth Representative will advise the Contractor of the CMCA that will be subject to stocktaking; and
- b. where the Contractor manages the MILIS records for any CMCA, the Contractor will conduct stocktaking of these CMCA in accordance with the requirements defined by MILIS.

3.10.4.4 Where CMCA are held to account on systems other than MILIS, the Contractor shall conduct assurance stocktakes for each type of asset in accordance with the requirements of DEFLOGMAN Part 2 Volume 5 Chapter 17.

3.10.4.5 Without limiting clause 2.3, the Commonwealth Representative will assess the CASR to ascertain whether it sufficiently accounts for the CMCA in the possession of the Contractor, and will notify the Contractor whether the CASR is Approved or not.

3.10.4.6 The Contractor shall promptly conduct investigations into every discrepancy arising from stocktakes of CMCA.

3.10.4.7 The Contractor shall immediately notify the Commonwealth Representative of any deficiencies that are discovered through a stocktake of CMCA.

3.11 Technical Data and Software Rights Management (Core)

3.11.1 The Contractor shall manage Technical Data and Software rights and restrictions in accordance with clause 5 of the COC.

3.12 Defence Security Compliance (Core)

Note to drafters: Work to implement Defence security compliance may vary based on the tailoring of clause 11.10 of the COC. Refer to the SOW Tailoring Guide for ASDEFCON (Support Short) for optional clauses and how the equivalent clause works in that template.

3.12.1 The Contractor shall ensure that all security procedures, training, facilities, documentation and clearance requests are established and maintained to meet the requirements of clause 11.10 of the COC.

3.13 Quoting for Survey and Quote Services (Core)

3.13.1 The Contractor shall ensure that all requests for S&Q Services are responded to, and undertaken, in accordance with clause 3.14 of the COC, including the preparation of quotations that comply with the requirements of DID-CSER-S&Q and clause 2.3.1.

3.13.2 Where the Commonwealth considers that the preparation of a quote for an S&Q Service is likely to require a substantial level of effort, the Commonwealth Representative may request the Contractor to prepare the quote as a separate S&Q Service.

3.13.3 The preparation of a quote as an S&Q Service under clause 3.13.2 does not commit the Commonwealth to the Approval of the resulting quote for S&Q Services.

3.14 Remediation (Optional)

Note to drafters: Remediation Plans are a mechanism used to plan and then overcome a Default, including an under-performance of Services. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

3.14.1 A Default Notice issued under clause 13.3.2 of the COC, or a direction given under clause 12.4.9 of the COC, may require the Contractor to develop and submit to the Commonwealth Representative, for Approval, a Remediation Plan in accordance with clause 6.9 of the COC, detailing the steps that the Contractor will take to address the relevant matter and the dates by which those steps will be completed.

3.14.2 The Contractor shall ensure that the steps the Contractor undertakes as required by an Approved Remediation Plan in relation to Services do not affect the performance of any other Services or are inconsistent with the Contract.

3.14.3 Once a Remediation Plan is Approved, the Contractor shall complete all of the steps and activities contained in the Approved Remediation Plan within the timeframe specified in the Approved Remediation Plan.

3.15 Defence Industry Participation (Optional)

Note to drafters: This clause should be included if a DIP program will apply to any resultant Contract. Refer to COC clause 4 for more details on including a DIP program.

If a DIP program is not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

3.15.1 The Contractor shall manage and conduct the Defence Industry Participation (DIP) program in accordance with clause 4 of the COC, Attachment J, and the Approved SMP.

3.15.2 The Contractor shall address the conduct and management of the DIP program activities in the SMP.

3.15.3 The Contractor shall develop and deliver the DIP Reports, as part of the CSR, in accordance with clause 3.2.

3.16 Indigenous Participation (Optional)

Note to drafters: Include these clauses when an Indigenous Participation Plan is required as part of the Contract. Refer to COC clause 12.10 for additional detail.

If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

Note to tenderers: This clause implements the work component for the Indigenous Procurement Policy, refer to COC clause 12.10 for details. For details of the Indigenous Procurement Policy Reporting Solution (IPPRS) refer to:

- <https://www.niaa.gov.au/ipprs/getting-started>

- 3.16.1** The Contractor shall comply with the Indigenous Participation Plan at Attachment N.
- 3.16.2** The Contractor shall submit [...INSERT EG 'quarterly'...] reports and an end of Contract report, regarding the achievement of the Indigenous Participation Plan under the Contract, through the Indigenous Procurement Policy Reporting Solution (IPPRS).
- 3.16.3** For the Term of the Contract, the Contractor is responsible for managing access by Contractor Personnel to the IPPRS reporting portal, including by:
- a. enabling access for authorised personnel; and
 - b. disabling access for authorised personnel once access is no longer required.
- 3.16.4** The Contractor shall provide Indigenous Participation Reports as part of the CSR.

3.17 Government Furnished Facilities (Optional)

Note to drafters: This clause is to be included when the Contractor will be provided with GFF. Clause 3.7 of the COC and Attachment K, for the GFF licence, will also be required. If GFF is not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading. If required, refer also to COC clause 3.7, Attachment K, and the GFF clause bank.

3.17.1 Initial Inspection of Government Furnished Facilities (Core)

- 3.17.1.1** On or before the GFF Licence Application Date for a GFF Licensed Area, the Contractor shall participate in an inspection of the GFF Licensed Area conducted by a representative of the Commonwealth.
- 3.17.1.2** The Contractor shall within 20 Working Days following the GFF Licence Application Date for a GFF Licensed Area:
- a. inspect the GFF Licensed Area to identify any lost, destroyed, damaged or deficient GFF;
 - b. carry out appropriate functional testing to determine whether the GFF Licensed Area is in good and functional repair and condition; and
 - c. notify the Commonwealth Representative, setting out the Contractor's satisfaction or dissatisfaction with the GFF Licensed Area, including details of any disparity between the Contractor's findings and the Facilities Condition Report for that area.
- 3.17.1.3** The Contractor shall not use a GFF Licensed Area, or Commonwealth Property on a GFF Licensed Area, that has been found to be materially damaged, defective or deficient.

3.17.2 Care and Maintenance of GFF (Core)

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

- 3.17.2.1** The Contractor shall keep all GFF Licensed Areas in a clean and tidy condition, having regard to their condition stated in the relevant Facilities Condition Report.
- 3.17.2.2** The Contractor shall carry out maintenance to the GFF Licensed Area and Contractor Maintained Licensed Fittings in accordance with clause 8.5.
- 3.17.2.3** Without limiting the Contractor's obligations under clause 3.7 of the COC, except where otherwise required under clause 3.17.3, the Contractor shall, within five Working Days of

becoming aware that any Licensed Fitting is lost, destroyed, damaged or deficient, notify the Commonwealth Representative of the event.

3.17.3 Inspections of GFF (Core)

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

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

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

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

3.17.3.4 Within five Working Days (or such other period as may be agreed in writing by the Commonwealth Representative) after the GFF Licence expires or is terminated or ceases to apply to a GFF Licensed Area, the Contractor shall participate in an inspection of the GFF Licensed Area conducted by a representative of the Commonwealth, in accordance with the GFF Licence and this clause 3.17.

Note to drafters: This draft SOW presents a number of different ways of describing the Services to be provided under the Contract – see clause 4 to clause 7. Drafters need to plan how their SOW is to be drafted before they commence tailoring this part of the SOW.

Drafters can choose between the approach used in ASDEFCON (Support) or that used in ASDEFCON (Support Short). ASDEFCON (Support) is structured with the majority of the Services described in 'Detailed Service Descriptions', which are separate documents (mini-SOWs) referenced by the head SOW, while for ASDEFCON (Support Short) all of the Services are described within the body of SOW. The clauses below show both approaches.

4. SERVICES #1 (CORE)

Note to drafters: Change the name of Services #1 as appropriate. Note that it is essential to include at least one major Services clause in the SOW, such as this clause 4, for use in this template.

This clause 4 shows an example clause structure that is typical in ASDEFCON for managing Services. The Contractor develops a detailed plan for Services (clause 4.1), which is delivered to the Commonwealth for Approval (clause 2.3), the Contractor then works in accordance with the Approved plan (clause 4.2) and reports progress in providing Services against the Approved plan in the CSR (clause 3.2). Reported outcomes are discussed at CPRs (clause 3.3) and may result in updates to the plan (clause 4.1). This cycle continues for the Term of the Contract.

For some Contracts, the management requirements of planning, reporting and reviews can be consolidated for all deliverable Services under clause 3.

If the Services are sufficiently complex, more specific planning, reporting and review requirements may be preferred for Services #1 and these can be detailed under this clause. For drafting examples, refer to the SOW in the ASDEFCON (Support) template, clauses 4 to 8.

Clause 4.1 addresses the management (planning, reports and reviews) for more complex Services, with subsequent headings and clauses defining the Services (clause 4.2), or referencing Detailed Services Descriptions (DSDs) which define a more complex set of Services (clause 4.3).

In defining the Services, drafters are to:

- consider the Services in detail before drafting, particularly the boundaries (ie, between the Contractor, Commonwealth and Associated Parties) as these will define the scope of proposed Contractor responsibilities;
- identify available documents (eg, procedures, manuals) that can be referenced from the SOW, in order to manage the size and the level of detail to be included in the SOW;
- provide adequate detail for the scope of proposed Recurring Services, sufficient to enable a firm price to be tendered (noting that the 'how to' details will be in a plan); and
- identify those activities, if any, that will be Task-Priced Services or S&Q Services because the frequency, or the scope and frequency, cannot be determined in advance.

Task-Priced Services can be identified in the Price & Payment Schedule via the pricing workbook. A Task-Priced Service has a firm price and is initiated, if and when required, by a notice from the Commonwealth to the Contractor.

4.1 Management Requirements for Services #1 (Optional)

Note to drafters: The following sample clauses are for when the Contractor is to follow Defence policies or procedures specific to the Services (ie, not whole-of-contract type policies).

- 4.1.1 The Contractor shall provide [...INSERT NAME OF SERVICES...] in accordance with:
- a. [...INSERT REFERENCE(S) TO THE RELEVANT DOCUMENT(S)...]; and
 - b. [...INSERT REFERENCE(S) TO THE RELEVANT DOCUMENT(S)...].

Note to drafters: The following sample clauses are for when the Services require detailed planning in a separate plan to the SMP; for example, to demonstrate that the Contractor has addressed the Defence policies and procedures in the above clause. An appropriate DID will

need to be developed and drafters may wish to use DID-CSER-Template_Plan as a starting point for developing a new DID to suit the specific set of Services.

- 4.1.2** The Contractor shall develop, deliver and update a [...INSERT NAME...] Plan ([...INSERT ABBREVIATION...]) that complies with the requirements of [...INSERT DID NUMBER...] and clause 2.3.1.
- 4.1.3** The Contractor shall deliver the [...INSERT ABBREVIATION...] to the Commonwealth Representative, for Approval, no later than 20 Working Days after the Effective Date.
- 4.1.4** The Contractor shall review the accuracy of the [...INSERT ABBREVIATION...] at intervals of no greater than [...INSERT NUMBER OF MONTHS, EG six...] months in accordance with clauses 2.3.7 to 2.3.8.
- 4.1.5** The Contractor shall, promptly upon request, make available to the Commonwealth Representative all associated plans, processes, procedures, instructions and data supporting the [...INSERT ABBREVIATION...].
- 4.1.6** The Contractor shall report on the [...INSERT NAME OF SERVICES...] in accordance with clause 3.2.

Note to drafters: Clauses 4.2 and 4.3 present two different ways for specifying Services. Clause 4.2 provides a pattern clause for documenting the requirements within the body of the SOW – clauses 6 and 7 are examples of this approach. Clause 4.3 is a pattern clause for including DSDs as part of the SOW. A DSD is connected to the SOW via a clause, like the example under clause 4.3, and a Contract Services Requirements List (CSRL) – see SOW Annex B. Refer to ASDEFCON (Support) for example DSDs that may be useful as other DSD templates.

4.2 General Requirements for Services #1 (Optional)

Note to drafters: Adjust heading as appropriate and insert specific requirements for Services #1. Expand as appropriate. Additional headings, at levels 2 and 3, can divide the description of the Services into logical components.

- 4.2.1** The Contractor shall provide [...INSERT NAME OF SERVICES...] in accordance with the Approved [...INSERT ABBREVIATION FOR PLAN...].
- 4.2.2** The Contractor shall:
- a. [...INSERT DETAILS AS APPROPRIATE...]; and
 - b. [...INSERT DETAILS AS APPROPRIATE...].

Note to drafters: The following three clauses give an example of a clause for regular reporting.

- 4.2.3** The Contractor shall develop [...INSERT NAME...] reports ([...INSERT ABBREVIATION...]) that comply with the requirements of [...INSERT DID NUMBER...] and clause 2.3.1.
- 4.2.4** The Contractor shall deliver the [...INSERT ABBREVIATION...] reports to the Commonwealth Representative, for Approval, [... INSERT “at least [...INSERT NUMBER OF WORKING DAYS, EG 10...] Working Days prior to each [...INSERT NAME...] Review” ... OR ... “every [...INSERT NUMBER OF MONTHS...]” ...].
- 4.2.5** The Contractor shall, upon request, make supporting data for the [...INSERT ABBREVIATION...] reports available to the Commonwealth Representative within [...INSERT NUMBER OF WORKING DAYS, EG five...] Working Days of this request.

Note to drafters: The following clause is an example clause requiring the Contractor to use a Defence information system. Refer to and further develop Annex C for additional details. Annex C describes inventory management related activities as an example.

The two subsequent clauses are an example of clauses requiring the Contractor to have and use their own information system for related activities that complement the Defence information system, and for Commonwealth access to it.

A third approach may be to require the Contractor to have an information system without use of a Defence information system, in which case clause 4.2.6 would not be required and clause 4.2.7 would need to be heavily tailored. Depending on the scope of activities required, it may be

preferable to develop an Annex to describe the required functionality of the Contractor information system.

- 4.2.6** The Contractor shall use the Defence information systems specified in Annex C to undertake the [...INSERT NAME...]-related activities, as set out in Annex C.
- 4.2.7** The Contractor shall use a Contractor [...INSERT NAME...] Management System to:
- a. undertake the [...INSERT NAME...]-related Services for Commonwealth-owned Stock Items, which are not undertaken on the Defence information systems specified in Annex C;
 - b. undertake other [...INSERT NAME...]-related activities as may be required by the Contractor; and
 - c. satisfy the [...INSERT NAME...]-related Services reporting requirements defined in DID-SSM-CSR to the extent that these reporting requirements cannot be satisfied by the Defence information systems specified in Annex C.
- 4.2.8** The Contractor shall provide all facilities and assistance reasonably required for the Commonwealth to access the Contractor [...INSERT NAME...] Management System for the period of the Contract.

Note to drafters: The following clauses give an example structure for a mix of Recurring Services and Ad Hoc Services, which may apply to reporting for studies or investigations, etc. If Task Priced Services are used they will need to be listed in Attachment B. S&Q Services require applicable labour rates in Attachment B.

- 4.2.9** The Contractor shall perform the [...INSERT NAME...] Services in accordance with the Approved [...INSERT ABBREVIATION...] Plan and:
- a. [...INSERT AS APPROPRIATE, EG, FOR COMPLIANCE WITH A CERTAIN POLICY OR PROCEDURE...]; and
 - b. [...INSERT DETAILS AS APPROPRIATE...].
- 4.2.10** When requested by the Commonwealth in writing, the Contractor shall [...INSERT "undertake / provide [INSERT NAME] Services"...] including:
- a. [...INSERT DETAILS AS APPROPRIATE...]; and
 - b. [...INSERT DETAILS AS APPROPRIATE...].
- 4.2.11** Subject to clause 4.2.9, the Contractor shall undertake the [...INSERT NAME...] Services conducted in accordance with clauses and 4.2.10 as [...INSERT "Task Priced Services" OR "S&Q Services"...].
- 4.2.12** On completion of the [...INSERT NAME...] Services, the Contractor shall report its findings to the Commonwealth Representative within [...INSERT NUMBER...] Working Days (or other timeframe agreed between both parties).
- 4.2.13** Within 10 Working Days of receiving the [...INSERT NAME...] report from the Contractor (or other timeframe notified by the Commonwealth Representative), the Commonwealth shall notify the Contractor whether or not:
- a. the report is Approved; and
 - b. any further action is required to be taken by the Contractor in relation to the [...INSERT NAME...] Services.

4.3 Services #1 (Optional)

Note to drafters: The following clause is an example of how a Detailed Service Description (DSD) would be invoked from the SOW. Note that clause 2.1.2 confirms DSDs as part of the scope of work for the SOW. DSDs are modular sections of a SOW that are used extensively in the ASDEFCON (Support) template to facilitate tailoring – refer to that template for examples. DSDs are also useful when a ‘complex services’ contract combines various discrete (but often inter-related) Services that would be performed by different parts of an organisation (ie, so that each

business unit can refer to their own 'mini-SOW'. Alternatively, DSDs can define how a particular Service changes at different Defence sites (ie, DSDs can create a 'mini-SOW' for each site).

Note that all Services referred to in the DSDs under clause 4.3, such as those below, will still be managed, reported on, and reviewed, under the management framework established under clause 3, Services Management (Core).

Repeat the clause below for each additional DSD that will to be used to specify the types/groups of Services to be provided, or for applicable locations, that come under this clause 4. Each DSD should then be developed and listed in the Contract Services Requirements List (CSRL), to be included at Annex B to the SOW.

- 4.3.1** The Contractor shall provide [...INSERT NAME OF SERVICES #1...] Services in accordance with CSRL Line Number SER-100.

5. SERVICES #2 (OPTIONAL)

Note to drafters: Insert additional Services as appropriate, using an approach as detailed under clause 4.

If Services #2 is not a requirement of the Contract, this clause 5 can be deleted.

6. HELP DESK SERVICES (OPTIONAL)

Note to drafters: This Help Desk Services clause is sourced from the Operating Support clause of ASDEFCON (Support Short) as it may be applicable to a range of Services contracts. All of the work requirements are in the clauses below and not in a separate DSD – refer to clauses 4 and 5 above.

Refer to the SOW Tailoring Guide for ASDEFCON (Support Short) for more information. For more detailed help desk Services requirements, drafters can refer to DSD-OPS-HLPDSK in ASDEFCON (Support), which includes guidance.

If help desk Services are not a requirement of the Contract, this clause 6 can be deleted.

6.1 General Requirements for Help Desk Services (Optional)

- 6.1.1** The Contractor shall provide help desk Services, within Australia, to assist [... 'users' OR 'Defence help desk staff to assist users'...] that operate the [...INSERT NAME OF SYSTEMS / EQUIPMENT / SOFTWARE...].
- 6.1.2** The [...INSERT NAME OF SYSTEMS / EQUIPMENT / SOFTWARE...] comprises:
- a. [...INSERT DESCRIPTION OF EQUIPMENT, ETC...]; and
 - b. [...INSERT NAME OF SOFTWARE, ETC...].
- 6.1.3** The use of help desk Services by the Commonwealth will be primarily limited to [...INSERT DEFENCE HELP DESK OR APPLICABLE ORGANISATION NAME...] personnel who are authorised to access these Services.

Note to drafters: Edit the following clauses according to the help desk Services required.

- 6.1.4** The Contractor's help desk shall provide the following range of Services:
- a. the resolution of operational queries and assistance to staff in the performance of their normal duties;
 - b. provision of technical operation and Maintenance advice and direction to Commonwealth Personnel on matters relating to the function and performance of the applicable [...INSERT Software / products...], including operational and Maintenance procedures for Commonwealth Personnel, required spares and repair parts and consumable items used in Maintenance, and vendor or third party support;
 - c. provision of management and coordination of maintenance 'site call-out', when requested by the Commonwealth Personnel who are authorised to access these Services; and
 - d. provision of direct user support for the pre-deployment/pre-mission preparation, operation, and post-deployment/post-mission reconstitution for the [...INSERT NAME OF SYSTEM...].

Note to drafters: If only a portion of the documents to be listed in clause 6.1.5 are applicable, then the following clause should be modified to ensure that only the applicable portion of each of the documents is mandated on the Contractor.

- 6.1.5** The Contractor shall provide help desk Services in accordance with the following documents, as tailored by the Approved SMP:
- a. [...INSERT REFERENCE(S) TO THE RELEVANT DOCUMENT(S)...], and
 - b. [...INSERT REFERENCE(S) TO THE RELEVANT DOCUMENT(S)...].

Note to drafters: The Price & Payment Schedule will need to identify the applicable Task-Priced Service. Alternatively, the following clause will need to be modified.

- 6.1.6** The Contractor's help desk Services shall be provided during [...INSERT HOURS OF OPERATION...] hours, Eastern Standard Time / Eastern Summer Time, as applicable. Help desk Services outside these 'standard hours' shall be provided as a Task-Priced Service in accordance with Attachment B.

Note to drafters: When required, amend the methods for Help Desk contact.

- 6.1.7** The Contractor shall provide a free-call phone number, e-mail address and self-service portal for use by the Commonwealth to correspond with the Contractor's help desk.

6.2 Management of Help Desk Requests (Optional)

Note to drafters: Develop appropriate clauses from the following topics/outlines. Refer to DSD-OPS-HLPDSK in ASDEFCON (Support) for examples of more detailed clauses.

- 6.2.1** The [...INSERT DEFENCE HELP DESK OR APPLICABLE ORGANISATION NAME...] role is to coordinate all [...INSERT NAME OF SYSTEM...] service requests from [...INSERT USERS AND / OR DEFENCE HELP DESK...].
- 6.2.2** [...INSERT EXPLANATION OF REQUIREMENTS FOR THE LOGGING OF SERVICE REQUESTS AND ALLOCATION OF TRACKING NUMBERS, ETC...].
- 6.2.3** [...INSERT EXPLANATION OF REQUIREMENTS FOR FAILURE/PROBLEM REPORTING AND ESCALATION...].
- 6.2.4** [...INSERT REFERENCE TO PROCEDURES FOR THE FAILURE/PROBLEM RESOLUTION PROCESS AND REPORTING...].
- 6.2.5** [...INSERT EXPLANATION OF REQUIREMENTS FOR RESPONSE AND RESOLUTION TIMES...].
- 6.2.6** The [...INSERT DEFENCE HELP DESK OR APPLICABLE ORGANISATION NAME...] shall be the sole determinant of the priority of the Failure / problem and the closure of a service request.
- 6.2.7** The Contractor shall maintain detailed records of all help desk service requests and resolution activities conducted. Such records are to be archived by the Contractor because they may be required by the Commonwealth for auditing and investigation purposes. At the end of the Term, all such records are to be passed to the Commonwealth.

7. TRAINING SUPPORT (OPTIONAL)

Note to drafters: This Training Support clause is sourced from ASDEFCON (Support Short) and has been retained as it may be applicable to a range of Services contracts. All of the work requirements are in the clauses below and not in a separate DSD – refer to clauses 4 and 5 above.

Refer to the SOW Tailoring Guide for ASDEFCON (Support Short) for more information. Where other types of Training Support Services are required (eg, the on-going development of training materials), such clauses may be added below or included under another 'level 1' Services clause, as appropriate. Drafters can refer to DSD-TNG-MGT and DSD-TNG-TMS in ASDEFCON (Support), which includes guidance.

If Training Support is not a requirement of the Contract, this clause 7 can be deleted.

7.1 General Requirements for Training Services (Core)

Note to drafters: Insert the names of the Training courses to be provided in the clause below. Annex D, which details Training course requirements, will also need to be tailored.

7.1.1 The Contractor shall provide Training Services for the following Training courses in accordance with this clause 7 and Annex D:

- a. [...INSERT NAME AND (IDENTIFIER) OF COURSE...]; and
- b. [...INSERT NAME AND (IDENTIFIER) OF COURSE...].

Note to drafters: Amend the list of referenced documents in clause 7.1.2 as applicable. If only a portion of a document is applicable, then the clause should be modified accordingly.

7.1.2 The Contractor shall provide Training Services in accordance with the following documents, as applicable, as tailored by the Approved SMP:

- a. Systems Approach to Defence Learning;
- b. [...INSERT NAME OF REFERENCE...]; and
- c. Vocational Education and Training (VET) Quality Framework.

7.1.3 The Contractor shall deliver Training using adult learning principles.

7.2 Training Schedule (Optional)

7.2.1 The Contractor shall develop a Training Schedule for the courses identified at clause 7.1.1 which:

- a. complies with clause 2.3.1; and
- b. includes those Training courses scheduled to occur within the next six months.

Note to drafters: An indicative Training schedule should be included with the RFT in order to enable tenderers to estimate a price for Training Services.

7.2.2 The Contractor shall deliver the first Training schedule to the Commonwealth Representative, for Approval, no later than 20 Working Days after the Effective Date.

7.2.3 The Contractor shall update the Training schedule, if necessary, at intervals of no less than [...INSERT NUMBER OF MONTHS, EG three...] months in accordance with clauses 2.3.7 and 2.3.8

7.3 Course Joining Instructions (Optional)

7.3.1 The Contractor shall:

- a. develop a course joining instruction, that complies with clause 2.3.1, for each course to be conducted; and
- b. issue the joining instruction, at least 10 Working Days prior to each course commencing, to each student on the panel, the student's unit, and the Commonwealth Representative.

7.4 Training Venues (Core)

7.4.1 Except where identified as being provided by the Commonwealth in Annex D, the Contractor shall arrange the provision of Training venues for face-to-face Training.

Option: Include the following clause if the Commonwealth is to provide some or all Training venues, as identified in Annex D.

- 7.4.2** For courses where the Commonwealth has been identified in Annex D as providing the Training venue for face-to-face Training, the Contractor shall set-up and safely and correctly operate the Training venue, and return it in a serviceable condition on completion of the course.

7.5 Training Equipment (Optional)

Note to drafters: Training Equipment provided by the Commonwealth should be listed as GFE in Attachment E. The Training Equipment may also be listed at Annex E when Maintenance and support of the equipment is to be provided by the Contractor.

Option: For when Training Equipment is included at Annex D.

- 7.5.1** The Contractor shall use the Training Equipment identified at Annex D to undertake the required Training.
- 7.5.2** For face-to-face Training, the Contractor shall set-up and operate such Training Equipment at the required Training locations, including any Training Equipment provided as GFE.
- 7.5.3** Except as may otherwise be required for remotely-provided on-line Training, the Contractor shall set-up all Training Equipment so that the equipment operates to the performance standards required for the delivery of Training.

7.6 Training Materials (Optional)

- 7.6.1** Except as otherwise identified at Annex D, the Contractor shall produce and provide Training Materials, including copies of student notes and consumable materials, as required for the delivery of Training, as identified at Annex D.

7.7 Training Assessment (Optional)

- 7.7.1** The Contractor shall record assessment results for each student in accordance with the requirements of Annex D.
- 7.7.2** The Contractor's assessment of students shall not deviate from the assessment strategy and standards for the Training courses, as detailed in Annex D, without the Approval of the Commonwealth Representative.
- 7.7.3** Within five Working Days of completion of each Training and assessment program, the Contractor shall provide or deliver to each student, who successfully completes the Training, a statement of attainment, certificate of attendance, or other certificate, as applicable to each Training program and student.

Option: Include the following clause if the VET Quality Framework applies.

- 7.7.4** If a Training course includes an assessment against a unit of competency under the Vocational Education and Training (VET) Quality Framework, the Contractor shall provide details of the assessment results for each student against each of the assessed criteria.

7.8 Post-Training Reporting (Optional)

- 7.8.1** The Contractor shall develop a post-Training report for each course completed, and forward the report to the Commonwealth Representative within 10 Working Days of completion of that course. The post-Training report shall include:
- a. the name of the Training course;
 - b. the number of students participating in each course or unit;
 - c. the number of students, by course / unit, deemed 'competent' and the number deemed 'not yet competent';
 - d. the number of students withdrawing during a Training program, if any;
 - e. the number of qualifications, statements of attainment, or other certificates, as applicable, issued; and

- f. recommended changes, if any, for the Training course, Training Materials and Training Equipment.

7.9 Maintenance of Training Materials (Optional)

Note to drafters: Training Materials need to be consistent with the configuration of the equipment and/or the processes for which Training is required. Training Materials may be provided by the Contractor (eg, adapted commercial course) or be provided as GFI/GFD. The following clauses cover both situations. If all Training Materials will be provided from one source or the other, the redundant clauses may be deleted. To the extent that the maintenance of Training Materials is minor, and only required from time-to-time, the following clauses may be sufficient. For maintaining and developing Training Materials as a more comprehensive Service, refer to DSD-TNG-TMS in ASDEFCON (Support) for example clauses.

- 7.9.1** The Contractor shall monitor the currency of Training Materials used in Training courses identified in clause 7.1.1 to ensure that delivered Training is consistent with the systems, equipment and related processes that are the subject of the Training.
- 7.9.2** Where the Training Materials are provided by the Contractor, the Contractor remains responsible for the maintenance and update of those Training Materials, including to ensure that the Training Materials are consistent with any applicable Defence policies and processes, as may be notified by the Commonwealth Representative from time to time.
- 7.9.3** Where the Training Materials have been provided as GFM, the Contractor shall provide details of the required changes to the Training Materials, including supporting documents (eg, facilitation guides), to the Commonwealth Representative.
- 7.9.4** The Commonwealth Representative may task the Contractor with developing updates to the Training Materials, as identified through clause 7.9.3, as S&Q Services.

7.10 Development of Learning Management Packages

Note to drafters: The following clauses are only examples to define a process for developing a new / updated Learning Management Package (LMP), and drafters will need to develop these before they can be included in a draft Contract. The clauses, including headings, and the terms 'change to Training' and 'Training Change Report' are for 'illustrative purposes' only. A more complete process may include the delivery of a Training Requirements Specification (TRS) and other artefacts from the SADL. The clauses may be used as a basis for defining S&Q Services, for each applicable change, or redrafted as a continuing Training design and development activity, if within the scope of the Contract. If used for a continuous activity, the deliverable data items should be listed in SOW Annex A. For examples of more detailed clauses refer to ASDEFCON (Support) DSD-TNG-TMS and ASDEFCON (Strategic Materiel) DID-ILS-TNG-LMP.

7.10.1 Analyse Change Request for [...Training Course...]

- 7.10.1.1** When requested by the Commonwealth Representative, in writing, the Contractor shall:
- a. undertake an initial assessment of a request for a change to Training, considering:
 - (i) applicable units of competency;
 - (ii) the training and assessment strategy;
 - (iii) the existing course design and affected learning modules;
 - (iv) [...INSERT...]; and
 - (v) associated Training Equipment;
 - b. develop a *Training Change Report*, in the Contractor's format, that includes:
 - (i) a summary of the assessment from clause 7.10.1.1a;
 - (ii) a summary work plan to implement the change to Training; and
 - (iii) a schedule for implementing the change to Training; and
 - c. deliver the *Training Change Report*, within the timeframe specified in the Commonwealth request, to the Commonwealth Representative, for Approval.

7.10.2 Design Changes to the [...Training Course...]

7.10.2.1 The Contractor shall conduct the analysis of the change to Training, and design the change to Training, in accordance with:

- a. the Systems Approach to Defence Learning (SADL) Practitioner's Guide, analyse and design phases;
- b. the Approved *Training Change Report*; and
- c. the Approved SMP.

7.10.2.2 The Contractor shall develop a Draft Learning Management Package (Draft LMP) that complies with the requirements of [...INSERT EG, DID-ILS-TNG-LMP for LMP sections 1 to 3...], and clause 2.3.1.

7.10.2.3 At the end of the SADL design phase, the Contractor shall deliver the Draft LMP to the Commonwealth Representative, for Approval.

7.10.3 Develop Changes to the [...Training Course...]

7.10.3.1 The Contractor shall develop the change to Training in accordance with:

- a. the SADL develop phase;
- b. the course design within the Approved Draft LMP;
- c. the Approved *Training Change Report*; and
- d. the Approved SMP.

7.10.3.2 The Contractor shall develop a Final LMP that complies with the requirements of [...INSERT EG, DID-ILS-TNG-LMP (including all sections of the LMP) ...], and clause 2.3.1.

7.10.3.3 At the end of the SADL develop phase, the Contractor shall deliver the Final LMP to the Commonwealth Representative, for Acceptance, subject to the following requirements:

- a. a desktop audit of the Final LMP by the Commonwealth Representative;
- b. the successful conduct of a pilot Training course and successfully post-course participant assessments, undertaken by the Commonwealth Representative;
- c. [...INSERT...]; and
- d. agreement to the change to Training by the [...INSERT...] Learning Board.

8. SUPPORT RESOURCES (CORE)

Note to drafters: Clause 8 may be cross-referenced from Attachments to the COC (once tailored). If this clause number changes from clause 8, the Attachments to the COC will require update.

8.1 Personnel (Core)

8.1.1 The Contractor shall undertake all necessary recruitment, training, security clearance preparation and other functions as necessary, to ensure that Contractor Personnel enable the Contractor to meet the requirements of the Contract.

Note to drafters: Key Persons hold important management positions or have unique / critical skills that are essential to the Contract. If Key Persons will be applicable to the Contract, include the following option. Refer also to clause 3.11 of the COC.

Option: Include if Key Persons will be required to fill Key Staff Positions.

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

8.2 Technical Data (Core)

8.2.1 The Contractor shall develop a Technical Data List (TDL) that complies with the requirements of DID-CSER-TDL and clause 2.3.1.

8.2.2 The Contractor shall deliver the TDL to the Commonwealth Representative, for Approval, no later than 20 Working Days after the Effective Date.

8.2.3 The Contractor shall review the accuracy of the TDL, and update the TDL if necessary, at intervals of no less than [...INSERT NUMBER OF MONTHS, EG six...] months in accordance with clauses 2.3.7 to 2.3.8.

8.2.4 Without limiting clause 2.3, Approval of the TDL requires that the TDL identify all Technical Data that is required to be delivered to the Commonwealth.

8.2.5 The Contractor shall deliver all Technical Data identified in the Approved TDL for delivery to the Commonwealth in accordance with this SOW, the Approved TDL, and otherwise in accordance with clause 5.9 of the COC.

Note to drafters: Include the following option when the Contractor will perform administrative updates to publications, such as incorporating amendments. This is separate from any Configuration Management activities that the Contractor will have in relation to developing updates to publications. If not required, delete the optional clause.

Option: For when the Contractor is required to maintain publications under the Contract.

8.2.6 The Contractor shall maintain the publications identified in Section 4 of Annex E, including the incorporation of Commonwealth-issued amendments and OEM amendments that have been Approved by the Commonwealth.

8.3 Support and Test Equipment and Training Equipment (Optional)

Note to drafters: Select from the following optional clauses for when the Contract will, or will not, include S&TE and/or Training Equipment provided as GFE. Where GFE will be provided (or other CMCA), drafters will need to populate Annex E to define the scope of the Contractor's maintenance and support responsibilities under the Contract. If not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

Option A: Include this option if no S&TE and/or Training Equipment will be provided as GFE.

8.3.1 The Contractor shall provide all of the S&TE and Training Equipment necessary for the provision of Services.

Option B: Include this option if some S&TE and/or Training Equipment will be provided as GFE.

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

8.3.3 Subject to clause 8.3.4, the Contractor shall provide maintenance and support services for S&TE and Training Equipment, that are CMCA (including GFE), in accordance with Annex E of the SOW.

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

8.3.4 If the Contractor is not responsible for performing all maintenance on each item of S&TE or Training Equipment, as listed and defined in Annex E to the SOW, the Contractor shall make such items available to the Commonwealth, or a third party on behalf of the Commonwealth, to allow such maintenance to be performed.

8.3.5 The Contractor shall maintain an equipment calibration register for all S&TE and Training Equipment (CMCA and Contractor-owned, as applicable) that requires calibration and shall, upon request, provide the Commonwealth Representative with access to the equipment calibration register.

Note to drafters: Insert an applicable calibration accreditation agency in the clause below (eg, NATA, Quality Mark, as applicable).

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

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

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

8.3.9 The Contractor shall modify S&TE and Training Equipment provided as GFE, as Approved in accordance with clause 8.3.8, as an S&Q Service.

8.4 Packaging (Optional)

Option: Include if the Commonwealth will provide some specialised packaging as GFE.

8.4.1 The Contractor shall provide all of the Packaging and packaging materials necessary for the provision of Services, with the exception of the Special Packaging provided as GFM.

8.4.2 The Contractor shall ensure that all Items to be delivered to the Commonwealth are packaged and marked for delivery with appropriate package labels, consignment documentation and documentation language standards, as may be necessary to:

- a. comply with applicable legislative and regulatory requirements, including the WHS Legislation; and
- b. meet the requirements of the Contract.

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

8.4.3 Unless otherwise agreed in writing by the Commonwealth Representative, the Packaging and Packaging materials used by the Contractor for the packaging of items that are to be delivered to the Commonwealth shall comply with DEF(AUST)1000C.

8.5 Facilities (Optional)

Note to drafters: Select from the following options, depending upon whether or not GFF will be provided. For additional optional clauses and guidance, refer to the SOW Tailoring Guide for ASDEFCON (Support).

Option A: For when GFF will not be provided:

8.5.1 The Contractor shall provide all of the Facilities necessary for the performance of the Services.

Option B: For when GFF will be provided (include if clause 3.17 is included):

8.5.2 The Contractor shall provide all of the Facilities necessary for the performance of the Services, with the exception of GFF listed in Attachment K.

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

Option B-1: Include if the Contractor will maintain the buildings and all the Licensed Fittings (defined as the Contractor Maintained Licensed Fittings).

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

Option B-2: Include if SEG will maintain the buildings and the Contractor will maintain all or some of the Licensed Fittings (defined as the Contractor Maintained Licensed Fittings).

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

Option: Include this clause with Option B. Edit to include 'GFF Licensed Area' for Option B-1 or 'Contractor Maintained Licensed Fittings' for Option B-2.

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

Note to drafters: The following option is for use when specialised Facilities maintenance or other support responsibilities are allocated to the Contractor through Annex E to the SOW. These activities are usually highly specialised and, therefore, in addition to support provided by SEG and included in the standard requirements in the GFF Licence. For example, embedded equipment that requires specialised maintenance.

Option C: For use if GFF requires specific support activities to be provided by the Contractor, as defined in Annex E.

8.5.6 In addition to the general care and maintenance requirements defined in the GFF Licence, the Contractor shall carry out the specific support and maintenance activities for which the Contractor has been allocated responsibility as defined in Annex E to the SOW.

9. QUALITY MANAGEMENT (CORE)

9.1 Contractor Quality Responsibilities (Core)

Note to drafters: While a Certified QMS is usually desirable, small-to-medium enterprises can incur significant costs for Certification (when process / location specific). This cost will be passed on to the Commonwealth or could exclude potential tenderers. In these cases, the Commonwealth Representative may allow the Contractor's QMS to be certified by a Defence-managed Quality Audit, conducted before or shortly after the ED. For further guidance refer to the SOW Tailoring Guide for ASDEFCON (Support Short).

The two options below, and the reasons why each may be selected, are described as follows:

- a. **Option A:** Quality is to be assured using a QMS that is certified by a third-party. The Contractor must have a QMS certified by an organisation accredited by the JAS-ANZ, or equivalent certification body, either prior to or shortly after ED. Select this option by deleting Option B below.
- b. **Option B:** Quality is to be assured using a QMS certified by either a third-party or Defence. This clause is tailored prior to the RFT. If the drafter does not know whether the market has sufficient numbers of third-party quality-certified tenderers, then option B allows a Defence-certified QMS as a 'fall-back' option. The Defence Audit of the Contractor's QMS means that one of the Audits in the subsequent clauses must be conducted immediately after ED. Select this option by deleting Option A below.

A QMS for new work location and/or process may require re-certification to occur after the ED. The drafter may amend the following clause to reflect a given time period or depend on post-ED agreement by the Commonwealth Representative.

Note to drafters: Clause 9 is cross-referenced from the COC. If this clause number changes from clause 9, the COC will require update.

Option A: For when the Contractor must have a QMS that is certified by an organisation accredited by the JAS-ANZ, or equivalent certification body acceptable to the Commonwealth.

- 9.1.1 The Contractor shall have a Quality Management System (QMS) Certified to AS/NZS ISO 9001:2016 'Quality Management Systems – Requirements' at the Effective Date, or as otherwise agreed by the Commonwealth Representative.
- 9.1.2 For this clause 9, 'Certification' means certification by an organisation accredited by the JAS-ANZ, or equivalent international or national certification body acceptable to the Commonwealth.

Note to drafters: Consideration should be given to a quality audit prior to ED. Alternatively, drafters should coordinate with the quality representative to amend the time period, in the clause below, for when an audit will be conducted.

Option B: For when the Contractor does not need to have a QMS certified by an organisation accredited by the JAS-ANZ or equivalent certification body.

- 9.1.3 The Contractor shall have a Quality Management System (QMS) that defines and controls the systems, processes and product quality for Services provided under this Contract.
- 9.1.4 For this clause 9, 'Certification' means certification of the Contractor's QMS by either Defence Quality Assurance representatives, or by being certified to AS/NZS ISO 9001:2016 'Quality Management Systems – Requirements' by an organisation accredited by the JAS-ANZ or equivalent certification body acceptable to the Commonwealth.
- 9.1.5 Where the Contractor does not have AS/NZS ISO 9001:2016 Certification for the Contractor's processes and Services required under the Contract, the Contractor shall facilitate Certification of its QMS by Defence Quality Assurance representatives through an initial Audit activity.
- 9.1.6 The Commonwealth shall conduct the initial Audit activity no later than [...INSERT NUMBER OF DAYS, EG 20...] Working Days after the Effective Date.

- 9.1.7** The Contractor shall maintain and apply the QMS to the provision of the Services, and shall notify the Commonwealth Representative of any changes to the Certification status of the Contractor.
- 9.1.8** During progress of work under the Contract, the Commonwealth may perform Audit and Surveillance activities (either independently or by participating in the Contractor's internal audits, as determined by the Commonwealth Representative) in relation to the work performed, including any of the following:
- a. System Audit;
 - b. Process Audit; or
 - c. Product Audit.
- 9.1.9** The Contractor shall ensure that all work performed under a Subcontract meets the requirements of the QMS to be applied by the Contractor.
- 9.1.10** The Contractor shall maintain records pertaining to the planning and Verification of the Quality of the Services for a minimum period of seven years after the Term.

9.2 Quality Management Planning (Core)

- 9.2.1** The Contractor shall manage the Quality program in accordance with the Approved SMP.

9.3 Quality Systems, Process and Product Non-Conformances (Core)

- 9.3.1** If at any time the Commonwealth Representative determines by Audit and Surveillance in accordance with clause 9.1.8 or otherwise that, in relation to the provision of the Services:
- a. the Quality system being applied no longer conforms to the Certified QMS;
 - b. the Quality procedures and processes do not conform to the Approved SMP (including referenced quality documentation); or
 - c. the products produced, do not conform to agreed product specifications,
- then the Commonwealth Representative may notify the Contractor of the details of the non-conformance and require the Contractor to correct the non-conformance within the period specified in the notice.
- 9.3.2** The Contractor shall take whatever action is necessary to correct a legitimate Quality system / process / product non-conformance within the period specified in the notice issued under clause 9.3.1, or within any other period agreed in writing by the Commonwealth Representative, and shall advise the Commonwealth Representative immediately upon taking corrective action. The Commonwealth may perform an Audit to verify that the non-conformance has been corrected.

9.4 Non-Conforming Services (Core)

Note to drafters: If a more detailed process to manage Applications for Deviations (also known as form SG002) is required, refer to clause 11.4 of the ASDEFCON (Support) SOW.

- 9.4.1** If the Contractor seeks to use non-conforming materials or work in the Services, it shall develop an Application for a Deviation that complies with the requirements of DID-PM-MGT-AFD and clause 2.3.1, together with all supporting documentation.
- 9.4.2** The Contractor shall deliver each Application for a Deviation to the Commonwealth Representative, for Approval, in sufficient time to enable the Contract requirements to be met should Approval be denied.
- 9.4.3** The Contractor shall comply with any conditions specified in an Approved Application for a Deviation, including any time limits on the use of non-conforming materials or work, limits to the scope of application, and any monitoring and remediation requirements.
- 9.4.4** Any Approval of an Application for a Deviation shall not release the Contractor from due performance of any of its obligations under the Contract, except to the extent specifically set out in the Approved Application for a Deviation.
- 9.4.5** Once the non-conformance has been rectified, the Contractor shall notify the Commonwealth and seek closure of the Application for a Deviation.

10. HEALTH, SAFETY AND ENVIRONMENT (CORE)

Note to drafters: Clause 10 is cross-referenced from the COC. If this clause number changes from clause 10, the COC will require update.

10.1 Problematic Substances and Problematic Sources (Core)**10.1.1 Problematic Substances (Core)**

Note to drafters: Amend clause 10.1.1.1 if work on Commonwealth Premises is not applicable. A contractor may perform some work on Commonwealth Premises as a 'visitor'; however, if work will be on-going, the 'work on Commonwealth Premises' clauses are to be included.

10.1.1.1 The Contractor shall not:

- a. use, handle or store a Problematic Substance in connection with performing a process specified by the Commonwealth (eg, in specified Technical Data);
- b. use, handle or store a Problematic Substance on Commonwealth Premises; or
- c. incorporate or embed a Problematic Substance in a Deliverable that may affect the health and safety of personnel (including Commonwealth Personnel), or contamination of the environment, during reasonably foreseeable use, support and disposal activities,

unless the Problematic Substance is an Approved Substance that is used, handled, stored, incorporated or embedded (as applicable) for a purpose for which it is Approved.

Option: Include this option if the Contractor Personnel will perform work on Commonwealth Premises that may involve Problematic Substances.

10.1.1.2 When Approved Substances are proposed to be brought onto Commonwealth Premises by the Contractor, the Contractor shall ensure, directly or in co-operation with the Commonwealth, that the maximum quantities or volumes (as applicable) and location(s) for the Approved Substances are entered into the Defence *ChemAlert* database before the Approved Substances are brought onto Commonwealth Premises.

10.1.1.3 While meeting the requirements of clause 10.1.1.1, if the Contractor intends to use, handle, store, incorporate or embed a Problematic Substance that is not an Approved Substance, or propose a new purpose for an Approved Substance, then the Contractor shall:

- a. not use that Problematic Substance, except where otherwise Approved;
- b. at least 10 Working Days before the intended use of the Problematic Substance:
 - (i) deliver to the Commonwealth, for Approval, an Application for a Deviation in accordance with clause 9.4, or an update to the SMP to include details of the Problematic Substance and its proposed use, as applicable;
 - (ii) for a newly identified Problematic Substance, deliver to the Commonwealth a Safety Data Sheet prepared in accordance with DID-PM-HSE-SDS; and
 - (iii) if a new Authorisation is required, provide evidence to the Commonwealth that the Contractor has, or will obtain in a timely manner, that Authorisation.

10.1.1.4 The Commonwealth or Contractor may, at any time, discover a Problematic Substance in CMCA which is not an Approved Substance and, in such circumstances, shall:

- a. notify the other party of the Problematic Substance as soon as practicable and, in any event, within five Working Days; and
- b. consult with the other party regarding the appropriate action(s) to be taken including, as applicable, removal of the Problematic Substance or changes to work procedures.

10.1.1.5 If the Contractor becomes aware of a substitute for an Approved Substance, with lower risk and without significant detriment to the performance of work under the Contract, the Contractor shall advise the Commonwealth as soon as practicable.**10.1.1.6** To the extent consistent with their function, any newly-developed or modified Deliverables shall not emit fumes, liquids, solids, heat, noise, electromagnetic or other radiation, which could be detrimental to personnel, the environment or the operation of other equipment.

10.1.2 Problematic Sources (Optional)

Note to drafters: Include the following clauses if Services will be provided to equipment containing a Problematic Source (eg. X-ray equipment) or will use a Problematic Source. If not required, replace the following clauses with 'Not used'. Refer to the SOW Tailoring Guide for ASDEFCON (Support Short) for further information.

10.1.2.1 Where the Services require the use of a Problematic Source, the Contractor shall:

- a. only use the Problematic Source:
 - (i) where it is Approved and for a purpose that has been Approved, and specified, in an annex to the Approved SMP; and
 - (ii) in accordance with the applicable source licence or facility licence; and

Note to drafters: If the Contractor will have a Commonwealth-owned Problematic Source on an on-going basis (ie, GFE), or be required to have their own Problematic Source, then a source licence is generally required. For further information, contact the CASG Directorate of Health, Safety and Environment. If a Problematic Source requiring a source licence is GFE, include the following a note to tenderers and identify the applicable item(s) of GFE; otherwise, delete the note to tenderers.

Note to tenderers: The Contractor, under any resultant Contract, will be required to hold a source licence (ie, an 'Authorisation') issued by the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) or the applicable State / Territory authority for the following items of GFE: [...drafter to insert...].

- b. where a Problematic Source:
 - (i) is, or is part of, GFE that is provided on an on-going basis; or
 - (ii) is not covered by a Defence source or facility licence (eg, a Contractor-owned Problematic Source);

provide evidence of the applicable Authorisation (eg, the Contractor's source licence) to the Commonwealth Representative before commencing the work that involves the Problematic Source.

Option: Include this option if Problematic Sources may be used on Commonwealth Premises.

10.1.2.2 Without limiting the Contractor's obligations under clause 12.4 of the COC, the Contractor shall ensure that Services involving a Problematic Source on Commonwealth Premises are performed in accordance with the:

Note to drafters: Insert applicable references below, including chapters from the Defence Radiation Safety Manual for the type(s) of radiation produced by the Problematic Source(s).

- a. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...]; and
- b. [...INSERT REFERENCE INCLUDING DOCUMENT AND SECTION...].

10.1.2.3 Without limiting clause 10.1.2.1, if the Contractor proposes to introduce a new Problematic Source or to change the use or location of an existing Approved Problematic Source, the Contractor shall, at least 20 Working Days prior to the intended change or as otherwise agreed by the Commonwealth Representative:

- a. deliver an updated SMP to the Commonwealth Representative; and
- b. if a new or amended Authorisation is required, provide evidence to the Commonwealth Representative, that the Contractor has, or will obtain in a timely manner, that Authorisation.

Option: Include this option if the Commonwealth may supply an item containing a Problematic Source to the Contractor.

10.1.2.4 Where work performed under the Contract involves the use of a Problematic Source supplied by the Commonwealth (or a person on behalf of the Commonwealth), the Commonwealth shall provide the Contractor with details of the Problematic Source sufficient to enable compliance with the applicable WHS Legislation.

10.2 Environmental Management (Optional)

Note to drafters: If environmental issues / risks in connection with the Services have been assessed as significant, then refer to the SOW Tailoring Guide for ASDEFCON (Support) for guidance. The clauses below facilitate compliance with the COC if the Contractor is to perform Services on Commonwealth Premises (eg, in GFF) that have potential environmental issues. Details (eg, Base Environmental Management Plans) will need to be provided. If this clause is not required, the heading should be retained and '(Not used)' added at the end of the heading. Delete all clauses below the heading.

- 10.2.1** The Contractor acknowledges that the environmental management requirements of this clause 10.2 apply to all Services provided at Commonwealth Premises.
- 10.2.2** Without limiting the Contractor's obligations at law and under clause 12.5 of the COC, the Contractor shall ensure that Services provided at the applicable Commonwealth Premises are performed in accordance with any applicable environmental requirements including:
- a. as set out in the Environmental Management Plan for the Commonwealth Premises; and
 - b. as advised by the Commonwealth or an Associated Party (eg, an SEG contractor) at the Commonwealth Premises.
- 10.2.3** The Contractor shall address environmental compliance and management issues as part of the SMP.

10.3 Work Health and Safety (Core)

Note to drafters: The following clause is considered the minimum requirement for when the Contractor will have some CMCA in their possession (eg, Training Equipment provided as GFE).

10.3.1 Acknowledgment of WHS Advice - CMCA

- 10.3.1.1** The Contractor acknowledges that hazards may be present within CMCA, including GFE if applicable, which are relevant to the Services.
- 10.3.1.2** The Contractor acknowledges that hazards within or relating to the operation or support of the CMCA are identified within associated Technical Data (including operator and maintenance manuals), which provide warnings that were, at the time of publishing, considered suitable for competent persons that are appropriately trained in the operation and/or support applicable to the CMCA and Services.

10.3.2 Acknowledgement of WHS Advice – Commonwealth Premises

Note to drafters: This clause is applicable if Contractor Personnel will work on Commonwealth Premises on an on-going basis (ie, other than an occasional presence as a 'visitor'). If not required, the clause may be replaced with a single clause stating 'Not used'.

- 10.3.2.1** The Contractor acknowledges that Annex F to the SOW provides a list of known hazards present at Commonwealth Premises where work may be performed under the Contract ('the applicable Commonwealth Premises').
- 10.3.3 Planning for and Management of WHS Duties**
- 10.3.3.1** The Contractor shall address WHS compliance and management issues as part of the SMP.
- 10.3.3.2** The Contractor shall provide the Services in accordance with clause 12.4 of the COC, clause 10 of the SOW and in accordance with the WHS management elements of the Approved SMP.
- 10.3.3.3** The Contractor shall have a WHS Management System (WHSMS), as part of its QMS or otherwise, to ensure that work performed under the Contract complies with applicable legislation relating to WHS (including the WHS Legislation) and Commonwealth policy, and which is accessible to the Commonwealth in accordance with clause 11.7 of the COC.
- 10.3.3.4** The Contractor's WHSMS shall include the following WHS-related records:
- a. WHS-related Authorisations;
 - b. WHS-related risk assessments and control measures;

- c. safe work method statements required under the applicable WHS Legislation in relation to the Services;
- d. details of emergency plans and procedures and for access to first aid, including first aiders and available facilities and resources;
- e. workplace registers and records required to be maintained under the applicable WHS Legislation; and
- f. the WHS management elements of the Approved SMP and all associated plans, processes, procedures and instructions supporting the WHS management elements of the Approved SMP.

10.3.3.5 The Contractor shall ensure that the Contractor's representatives consult, co-operate and co-ordinate activities with the Commonwealth Representative and Associated Parties in relation to the management of WHS issues and shall ensure that Contractor Personnel consult, co-operate and co-ordinate activities with Commonwealth Personnel and other workers in order to ensure that the work required to be performed under the Contract is performed safely.

Option: Include if Contractor Personnel will work on Commonwealth Premises (ie, as visitors) and clause 10.3.4 is 'Not used'. This option is not required when clause 10.3.4 is included.

10.3.3.6 The Contractor shall ensure that Contractor Personnel, who will perform work at Commonwealth Premises, participate in any safety-related induction training, visitor and site induction briefings, provided by Defence, or Associated Parties, as applicable.

10.3.4 Work on Commonwealth Premises

Note to drafters: The following clauses are to be included when work will be performed on Commonwealth Premises on an on-going basis (ie, other than an occasional presence as a 'visitor'). If not required, the clauses can be replaced with a single clause stating 'Not used'.

10.3.4.1 The Contractor shall ensure that Contractor Personnel, who will perform work at the applicable Commonwealth Premises, participate in any safety-related induction training or site induction briefings, provided by Defence, or Associated Parties, as applicable.

10.3.4.2 If the Contractor is in doubt as to the location of a hazard at the applicable Commonwealth Premises (identified under clause 10.3.2), the Contractor shall perform its obligations under the Contract as if the hazard is present, unless it is verified that the hazard is not present.

10.3.4.3 If the Contractor discovers a hazard to WHS at the applicable Commonwealth Premises (in addition to the hazards identified under clause 10.3.2), the Contractor shall:

- a. immediately notify the Commonwealth Representative, detailing the hazard;
- b. if the hazard is a Problematic Substance, take action in accordance with clause 10.1.1;
- c. consult, co-ordinate and co-operate with the Commonwealth Representative, and take all reasonable steps to eliminate the hazard or to minimise the WHS risks; and
- d. provide to the Commonwealth Representative, within 10 Working Days of discovery of the hazard, when it has not been eliminated, a proposed update to the WHSMS describing the hazard and the mitigation activities to address the related WHS risks.

10.4 Incident Reporting and Remediation (Core)

10.4.1 The Contractor shall report, in accordance with the *Defence Safety Manual, Work Health and Safety Event (Incident) Reporting Policy and Guidance*, any Notifiable Incident that involves:

- a. Contractor Personnel on Commonwealth Premises;
- b. Commonwealth Personnel on Contractor Premises; or
- c. Contractor Personnel on Contractor Premises where the incident arises out of the conduct of the Commonwealth's business or undertaking (including in connection with GFM or a Commonwealth specified system of work).

- 10.4.2** The report provided under clause 10.4.1 shall include the provision of a completed Department of Defence Form AE527 (as amended or replaced from time to time), or be provided using the Sentinel Event Kiosk on the Defence Protected Network (if applicable).
- 10.4.3** The Contractor shall, in respect of any Notifiable Incident arising out of, or in connection with, the Contract:
- a. if a Notifiable Incident occurs on Commonwealth Premises (including, if applicable, within GFF), preserve the incident site until the Commonwealth regulator has confirmed that the site may be released (as advised either directly or through the Commonwealth);
 - b. immediately provide the Commonwealth Representative with a copy of the notice required to be provided to the relevant Commonwealth, State or Territory regulator;
 - c. promptly provide the Commonwealth Representative with a copy of any investigation report relating to the Notifiable Incident;
 - d. promptly provide the Commonwealth Representative with copies of any notice(s) or other documentation issued by the relevant Commonwealth, State or Territory regulator; and
 - e. within 10 Working Days of the date of notification to the relevant Commonwealth, State or Territory regulator, provide the Commonwealth Representative with a summary of the related investigations, actions to be taken, and any impact on the Contract that may result from the Notifiable Incident.
- 10.4.4** The Commonwealth shall immediately inform the Contractor of any Notifiable Incident involving Contractor Personnel on Commonwealth Premises in relation to work performed under the Contract, of which it is aware, and provide the Contractor with a copy of the notice that is provided by the Commonwealth to the Commonwealth regulator about the Notifiable Incident.

Option: Include the following clause if clause 10.2, Environmental Management, is included in the Contract.

- 10.4.5** If an Environmental Incident occurs in relation to work performed under the Contract, the Contractor shall:
- a. as soon as possible after the Environmental Incident, inform the Commonwealth Representative of relevant details, including the nature of the event, cause(s) and effects known to the Contractor; and
 - a. within 10 Working Days after the Environmental Incident, notify the Commonwealth Representative of:
 - (i) any further details regarding the incident;
 - (ii) any directions given by any regulatory authority;
 - (iii) containment, recovery or other remediation effort that remains to be completed;
 - (iv) the impact, if any, on the Contractor's performance of the Contract; and
 - (v) the steps taken, or which may reasonably be undertaken, to ensure that the Environmental Incident does not recur.

Option: Include the following clause if any CMCA may contain Ozone Depleting Substances or Synthetic Greenhouse Gases.

- 10.4.6** The Contractor shall notify the Commonwealth Representative within 10 Working Days of becoming aware of any actual or suspected incident involving the release or leakage of Ozone Depleting Substances or Synthetic Greenhouse Gases during the provision of Services, except where the release is:
- a. required to occur as part of the Services; and

b. managed by an appropriately licensed or authorised entity.