



Australian Government
Department of Defence

AUSTRALIAN DEFENCE FORCE LEGAL EDUCATION SERVICES (ADF-LES) CONTRACT

CONTRACT NO: 15304/MLC/2020

DETAILS SCHEDULE

PARTIES

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

| | | |
|-------------------------------------|--|--|
| Commonwealth Representative: | Air Commodore Patrick Keane, Director General Military Legal Service | |
| Notice Details: | Address: | c/o- Director Military Law Centre Building 113, Victoria Barracks Oxford Street, Paddington NSW 2021 |
| | Email: | s47F @defence.gov.au |

UNIVERSITY OF ADELAIDE ABN 61 249 878 937 (Contractor)

| | | |
|-----------------------------------|-----------------|---|
| Contractor Representative: | s47F | |
| Notice Details: | Address: | Adelaide Law School The University of Adelaide South Australia 5005 |
| | Email: | s47F @adelaide.edu.au |

INFORMATION TABLE

| Item | Information | |
|-------------------------------|-------------------------------------|---|
| | Effective Date | 14 January 2022 |
| | Operative Date | 28 September 2021 |
| | Option Periods | Up to a total of four (4) years consisting of two (2) option periods of up to 24 months each that the Commonwealth shall elect to offer in its sole discretion) |
| Item 2 (clause 6.1) | Defect Rectification Period: | From the Operative Date until the expiry of the Term or earlier termination of the Contract |
| | Approved Contractor | × No |

| <u>Item</u> | <u>Information</u> | | |
|---------------------------------|---|---|---|
| Item 3 (clause 7.1) | Insurance Program Status | | |
| | Limits of indemnity for required insurances: (Core) | Public liability (clause 7.1.5) Professional indemnity (7.1.6) | \$10 million \$2 million per claim and in the aggregate for all claims in any 12 month policy period |
| Item 4 (clause 8.5.1) | Limitation Amount: | Not Used | |
| Item 5 (clause 8.5.2) | Base Date: | Not Used | |
| Item 6 (clause 9.9) | Defence Security: | Security classification: (clause 9.9.3) DISP membership × No required: (clause 9.9.3) Personnel security clearance: (clause 9.9.3a) | |
| Item 7 (clause 10.1) | Governing law: | Australian Capital Territory | |

PART TWO – CONDITIONS OF CONTRACT

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1 CONTRACT FRAMEWORK

1.1 Definitions

1.1.1 In the Contract, unless the contrary intention appears, words, abbreviations and acronyms have the meanings given to them by the Details Schedule or by the Glossary at Attachment G. The Glossary also contains a list of documents referred to in the Contract and details of the version that is applicable to the Contract.

1.2 Interpretation

1.2.1 In the Contract, unless the contrary intention appears:

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

1.2.2 All information delivered as part of the Services under the Contract shall be written in English. Measurements of physical quantity shall be in Australian legal units as prescribed under the *National Measurement Act 1960* (Cth), or, if Services are imported, units of measurement as agreed by the Commonwealth Representative.

1.3 Term

1.3.1 The Contract commences on the Effective Date specified in the Details Schedule and expires on the third anniversary of the Operative Date (inclusive of Phase-Out Period), unless:

- a. terminated earlier in accordance with the Contract; or
- b. extended in accordance with clause 1.3.2 and 1.3.3.

1.3.2 The Commonwealth may extend the Term of the Contract for a period of up to 24 months by giving the Contractor notice in writing not less than 6 months before the date on which the Contract would otherwise expire.

1.3.3 The Commonwealth may extend the Term of the Contract for a second period of up to 24 months by giving the Contractor notice in writing not less than 6 months before the date on which the Contract would otherwise expire under clause 1.3.2.

1.4 Obligations prior to Operative Date

- 1.4.1 The Commonwealth has no obligations under the Contract before the Operative Date other than:
- a. complying with the Commonwealth's obligations under the Deliverable Data Items at Annex A to the SOW that must be delivered to the Commonwealth prior to the Operative Date;
 - b. obligations in the Approved Phase-In Plan that are to be performed by the Commonwealth prior to the Operative Date;
 - c. to the extent provided in this clause 1.4;
 - d. the obligations under clause 9.3 in relation to the protection of any Confidential Information;
 - e. to pay the Phase-In Milestone Payments upon achievement of the relevant Milestones identified for achievement prior to the Operative Date specified in Attachment B; and
 - f. any other obligations specified in the Contract which are required to be performed by the Commonwealth before the Operative Date.
- 1.4.2 Clause 1.4.1 does not limit or affect the Commonwealth's rights under the Contract, including rights in relation to the Contractor's obligations under this clause 1.4.
- 1.4.3 On or before the Operative Date:
- a. the Contractor shall:
 - (i) ensure that it has the necessary resources available and have established all necessary arrangements to be able to provide the Services;
 - (ii) perform all activities and undertake all other obligations specified in the Approved Phase-In Plan and the Contract, including as set out in paragraph 16.3 of the SOW;
 - (iii) deliver to the Commonwealth the Deliverable Data Items listed in Annex A of the SOW to be delivered on or before the Operative Date and, if required under the Annex A of the SOW, achieve Approval of those data items;
 - (iv) obtain DISP membership to the levels specified in the Details Schedule in accordance with clause 9.9; and
 - (v) obtain all relevant Authorisations (including, but not limited to a current TEQSA accreditation to design, develop and implement Services across a variety of postgraduate course offerings) and provide copies of Authorisations to the Commonwealth Representative; and
 - b. the Commonwealth shall:
 - (i) deliver, or provide the Contractor with access to, the GFM as detailed in the Statement of Work identified to be delivered or provided before the Operative Date;
 - (ii) perform all activities and undertake all other obligations specified in the Approved Phase-In Plan that are required to be completed by the Commonwealth on or before the Operative Date; and
 - (iii) following delivery by the Contractor, action in accordance with paragraph 4 of the SOW the Data Deliverable Items required to be delivered by the Contractor before the Operative Date.

1.5 Entire Agreement

- 1.5.1 To the extent permitted by law, the Contract represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

1.6 Precedence of Documents

- 1.6.1 If there is any inconsistency between parts of the Contract, a descending order of precedence shall be accorded to:

- a. the COC (including the Details Schedule) and the Glossary (other than the referenced documents in the Glossary);
 - b. the SOW and any annexes;
 - c. the attachments other than the SOW and the Glossary; and
 - d. any document incorporated by express reference as part of the Contract,
- so that the term in the higher ranked document, to the extent of the inconsistency, shall prevail.

1.7 Contracted Requirement

- 1.7.1 The Contractor shall, for the Contract Price and any other payment required under the Contract, provide the Services and fulfil all its other obligations under the Contract.

1.8 Deliverable Data Items

- 1.8.1 The Contractor shall develop, deliver and seek Approval of each of the Deliverable Data Items specified in paragraph 4 of the SOW.
- 1.8.2 The Contractor shall perform the Contract in accordance with Approved Deliverable Data Items.
- 1.8.3 An Approved Deliverable Data Item shall supersede any previous version of that Data Deliverable Item submitted by the Contractor or otherwise.
- 1.8.4 The Approval of any Deliverable Data Item will be undertaken in accordance with the procedures described in paragraph 4.1 of the SOW.

2 ROLES AND RESPONSIBILITIES

2.1 Representatives

- 2.1.1 The Commonwealth Representative is responsible for administering the Contract on behalf of the Commonwealth.
- 2.1.2 The Contractor shall comply with the reasonable directions of the Commonwealth Representative made within the scope of the Contract.
- 2.1.3 If given orally, a direction shall be confirmed in writing by the Commonwealth Representative within 10 Working Days. Unless otherwise specified in the Contract, the Commonwealth Representative has no authority to waive any provision of, or release the Contractor from, its obligations under the Contract except in accordance with clause 9.1.
- 2.1.4 The Contractor Representative has the authority to represent the Contractor for the purposes of the Contract.
- 2.1.5 The Commonwealth Representative or the Contractor Representative:
- a. shall advise of a change in representative; and
 - b. may delegate their functions under the Contract, or authorise another person on their behalf to carry out their functions under the Contract,
- by giving a notice to the other party (including updated Notice Details specified in the Details Schedule, and the scope of the delegation or authorisation, as applicable).
- 2.1.6 Unless authorised by the Contract, any work performed or cost incurred by the Contractor in response to a communication from the Commonwealth Representative is at the Contractor's sole risk.

2.2 Notices

- 2.2.1 Unless the contrary intention appears, any notice under the Contract shall be effective if it is in writing and sent from and delivered to the Commonwealth Representative or Contractor Representative, as the case may be, in accordance with the Notice Details specified in the Details Schedule.
- 2.2.2 A notice given in accordance with this clause 2.2 is deemed to be delivered:
- a. if hand delivered, when received at the address;

- b. if sent by pre-paid post, in three Working Days when sent within Australia and in eight Working Days when sent by air mail from one country to another; or
- c. if sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the recipient,

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

3 PROVISION OF THE SERVICES

3.1 Standards of Work and Conformity

3.1.1 The Contractor shall:

- a. provide Services under the Contract (and carry out any work under the Contract):
 - (i) in accordance with the SOW;
 - (ii) in accordance with all Approved Deliverable Data Items;
 - (iii) in accordance with the standards specified in the Contract and all applicable laws;
 - (iv) in accordance with all applicable higher education standards, including the Higher Education Standards Framework (Threshold Standards) 2021 (HESF); and
 - (v) otherwise in accordance with good industry practice; and
- b. ensure that:
 - (i) the Services conform to the requirements of the Contract;
 - (ii) the Services are provided at the times and in the manner specified in the Contract and otherwise in a prompt and timely manner;
 - (iii) any Milestones are achieved by the relevant Milestone Dates; and
 - (iv) Approval of any Deliverable Data Item that requires Approval is achieved by the relevant dates and in the manner required.

3.1.2 For the purpose of this clause, "good industry practice" means practices, methods and standards that would reasonably be expected from professional and experienced contractors in the relevant industry undertaking the same type of work as the Contractor in the same or similar circumstances.

3.2 Fitness for Purpose

3.2.1 The Contractor shall ensure that the Services are fit for the purpose or purposes for which services of that kind could be reasonably expected to be applied by the Commonwealth, except to the extent that the failure of the Services to be fit for purpose results from a Commonwealth Default.

3.3 Authorisations

3.3.1 The Contractor shall, and shall ensure that its Subcontractors:

- a. obtain and maintain in full force all Authorisations required for provision of the Services including:
 - (i) a current TEQSA accreditation to design, develop and implement Services across a variety of postgraduate course offerings; and
 - (ii) current clearances or accreditations as required by clause 9.9.2 or as otherwise notified by the Commonwealth from time to time;
- b. provide a copy of any Authorisations to the Commonwealth within five Working Days after request by the Commonwealth; and
- c. ensure that the Services are provided in accordance with all Authorisations.

3.3.2 The Contractor shall notify the Commonwealth Representative within five (5) Working Days after receiving notification that an Authorisation is refused, revoked or qualified.

3.4 GFM – Provision and Management

- 3.4.1 The Commonwealth shall deliver or provide access to, and the Contractor shall manage, GFM in accordance with the Contract.
- 3.4.2 The Commonwealth shall notify the Contractor of any known damage, defect or deficiency in the GFM.
- 3.4.3 The Contractor shall ensure that GFM does not adversely impact on the Services.
- 3.4.4 The Contractor acknowledges and agrees that:
- a. the Commonwealth's obligations to provide GFM on the dates or at the times described in Attachment C is subject to the Contractor providing the Services in accordance with this clause **Error! Reference source not found.**; and
 - b. any delay of the Contractor in meeting its obligations under the Contract may result in the Commonwealth not being able to provide GFM at the time the Contractor requires delivery of or access to that GFM.
- 3.4.5 If at any time the Contractor requires a change to the timing of delivery or access to GFM, the Commonwealth shall use reasonable endeavours to accommodate such change.
- 3.4.6 To avoid doubt, clause 3.4.5 does not require the Commonwealth to remove GFM from operational requirements, amend any other contracts, incur any additional costs or provide the Contractor with GFM allocated to or available for other contracts.
- 3.4.7 The parties acknowledge that the GFI is not furnished to the Contractor for the purpose of directing the Contractor's task under the Contract. The Commonwealth does not warrant the suitability of such GFI for any particular use or application, nor does the Commonwealth warrant the accuracy or precision of the GFI.
- 3.4.8 The Commonwealth shall ensure that each item of GFD is fit for the purpose provided for in the SOW in respect of that item, except to the extent that the failure of the item to be fit for the relevant purpose results from:
- a. a defect that was present in the item when it was provided to the Commonwealth by or through the Contractor or a Related Body Corporate of the Contractor (whether under the Contract or another contract); or
 - b. a Contractor Default.

3.5 Commonwealth Property

- 3.5.1 The Contractor acknowledges that GFM and any other Commonwealth Property provided to or used by the Contractor or a Subcontractor for the purposes of the Contract, remains the property of the Commonwealth.
- 3.5.2 The Commonwealth retains the right to identify Commonwealth Property as its property and the Contractor shall preserve any means of identification.
- 3.5.3 The Contractor shall only use Commonwealth Property:
- a. for the purposes of the Contract;
 - b. in a manner consistent with any applicable requirements for the Commonwealth Property, including as set out in the SOW; and
 - c. for the purposes for which the Commonwealth Property was designed, manufactured or constructed or as otherwise required by the Contract.
- 3.5.4 The Contractor shall not, without the prior written approval of the Commonwealth Representative, modify, move or transfer possession or control of Commonwealth Property to any other person except to the extent reasonably necessary to enable the Contractor to satisfy an express requirement of the Contract.
- 3.5.5 The Contractor shall not, without the prior written approval of the Commonwealth Representative, create or allow to be created any Security Interest over any Commonwealth Property.
- 3.5.6 The Contractor shall return all items of Commonwealth Property (including GFM) that are required to be returned to the Commonwealth in accordance with the SOW or as otherwise directed by the Commonwealth Representative.

- 3.5.7 The Contractor acknowledges that it may be provided with the ability to access Commonwealth held information in connection with its performance of the Contract, including through access to Commonwealth information technology systems. The Contractor shall not access or use Commonwealth held information except to the extent strictly required for the performance of the Contractor's obligations under the Contract.
- 3.5.8 Without limiting the Contractor's obligations with respect to Commonwealth Property as set out in the SOW, the Contractor shall notify the Commonwealth Representative within five Working Days after becoming aware of any material loss or damage to, or any material defect in, any Commonwealth Property provided to, or used by, the Contractor or a Subcontractor for the purposes of the Contract.

3.6 Key Persons

- 3.6.1 The Contractor shall ensure that the Services are performed by Contractor Personnel who:
- a. are suitably qualified, with appropriate skills and experience; and
 - b. hold an appropriate current certificate, Authorisation or accreditation at all times during the provision of the Services.
- 3.6.2 The Contractor shall ensure that each Key Person named in paragraph 15 of the SOW at Attachment A delivers the Services under the Contract identified in that Attachment.
- 3.6.3 If the Contractor becomes aware that a Key Person will or may become unavailable for the performance of the work under the Contract, the Contractor shall:
- a. promptly notify the Commonwealth of the impending unavailability; and
 - b. as soon as practicable, nominate a suitable replacement with comparable experience, skills and expertise.
- 3.6.4 The Commonwealth may give a notice, including reasons, directing the Contractor to remove a Key Person or other Contractor Personnel from work in respect of the Services. The Contractor shall arrange for their replacement at the earliest opportunity with Contractor Personnel of appropriate skills and experience.
- 3.6.5 For any person nominated as a Key Person or to replace a Key Person, the Contractor shall give any documentation reasonably requested by the Commonwealth in relation to the nominated Key Person.
- 3.6.6 If the Contractor is unable to provide a replacement with suitable skills or in a sufficient time to enable the Contractor to complete the Services in accordance with the Contract, the Commonwealth may terminate the Contract in accordance with clause 11.2.
- 3.6.7 Any requirement to replace any of the Contractor Personnel during the course of the Contract (whether at the request of the Commonwealth or not) shall not constitute an act or event that is beyond the reasonable control of the Contractor in meeting the requirements of the Contract.

4 CONTRACT MATERIAL AND INTELLECTUAL PROPERTY

4.1 Ownership of Intellectual Property

- 4.1.1 Attachment C of the Contract sets out the Intellectual Property (IP) ownership and licensing arrangements for specific categories of Contract Material. Attachment C prevails over this clause 4 to the extent of any inconsistency.
- 4.1.2 Nothing in the Contract affects the ownership of IP except as expressly provided for in this clause 4 and Attachment C.
- 4.1.3 Subject to clause 4.1.4 and Attachment C, IP created under the Contract or a Subcontract in respect of Contract Material is assigned to the Contractor (or its nominee) immediately upon its creation.
- 4.1.4 IP created under the Contract or a Subcontract in respect of GFM is assigned to the Commonwealth (or its nominee) immediately upon its creation.

4.2 Contract Material

- 4.2.1 The Contractor grants to the Commonwealth (or shall ensure the Commonwealth is granted) a Licence in respect of all Contract Material (other than Commercial Material) to Use the Contract Material for any Defence Purpose and to grant a sublicense to:
- a. a Commonwealth Service Provider to Use the Contract Material to enable it to perform its obligations, functions or duties to the Commonwealth;
 - b. any person to Use the Contract Material, or to grant a further sublicense to Use the Contract Material, for any Defence Purpose, but subject to any restrictions specified in the Attachment C for the relevant Contract Material; or
 - c. any person for a purpose referred to in clause 9.3.1.
- 4.2.2 The Contractor shall ensure that the Commonwealth is granted a licence in respect of all Commercial Material on the best commercial terms.
- 4.2.3 Without limiting any rights under this clause 4, the Contractor must undertake a review of Attachment C and identify all Contract Material that has been created under or in connection with the Contract by:
- a. the date that is two (2) years after the Effective Date;
 - b. the date that is thirty (30) days after the commencement of any Option Period;
 - c. the date on which the final claim for payment is submitted under clause 5.3; and
 - d. as otherwise requested by the Commonwealth.
- 4.2.4 The Contractor shall propose updates to Attachment C identified in accordance with clause 4.2.3, by notice in writing to the Commonwealth. Any changes to Attachment C shall be agreed between the parties and effected by a CCP in accordance with clause 9.1.
- 4.2.5 The Contractor agrees that if it becomes subject to an Insolvency Event, any IP rights in any Contract Material:
- a. *owned by the Contractor* - shall be immediately assigned to the Commonwealth; and
 - b. *licensed to the Contractor* - the licence/s shall be immediately transferred to the Commonwealth as successor licence holder and such licence/s shall be on identical terms to those formerly held by the Contractor.
- 4.2.6 The Contractor undertakes to take all necessary steps to give effect to any assignments or transfers under clause 4.2.5, including procuring all necessary rights and preparing and executing any documentation.

4.3 GFM Licence

- 4.3.1 The Commonwealth grants to the Contractor (or shall ensure the Contractor is granted), a non-exclusive, royalty-free licence in respect of GFM, to:
- a. Use the GFM for the purpose of enabling the Contractor to perform its obligations under the Contract;
 - b. grant a sublicense to a Subcontractor to Use GFM for the purpose of enabling the Subcontractor to perform its obligations under the Subcontract; and
 - c. grant a sublicense to a person for a purpose referred to in clause 9.3.3,
- subject to any restrictions specified in Attachment A and Attachment C or as otherwise notified by the Commonwealth.
- 4.3.2 The licence under clause 4.3.1 (and any sublicense granted under clause 4.3.1b) expires upon the expiry or termination (whichever is the earlier) of the Contract or the relevant Subcontract.

4.4 No Commercialisation

- 4.4.1 A Licence or sublicense granted in accordance with this clause 4 does not permit the Commonwealth or its sublicensee to Commercialise any IP in the Contract Material.
- 4.4.2 For the avoidance of doubt, clause 4.4.1 does not prevent the Commonwealth from granting a sublicense in accordance with the rights granted in this clause 4 to a person for the purpose of the person providing goods or services to the Commonwealth for a Defence Purpose.

4.5 Contract Material and Intellectual Property Warranties

- 4.5.1 The Contractor warrants that the rights granted to the Commonwealth in accordance with this clause 4, will not prevent the Commonwealth from:
- a. Using the Contract Material; or
 - b. otherwise obtaining the benefit of the Services as contemplated under the Contract.
- 4.5.2 The Contractor warrants and shall ensure that, in respect of all IP licensed to the Commonwealth under or in connection with this Contract:
- a. the relevant licensor has the right, title or authority to license, and has been made aware of, the rights granted in respect of IP under this clause 4;
 - b. as at the time of delivery and after making diligent enquiries, the Contractor has no notice of any challenge, claim or proceeding in respect of any such IP;
 - c. the Commonwealth's use of any IP in accordance with this clause 4 will not infringe the Intellectual Property rights of any person; and
 - d. nothing done by the Contractor in the course of providing the Services will infringe the Intellectual Property rights of any person.
- 4.5.3 The Contractor shall notify the Commonwealth if the Contractor becomes aware of any challenge, claim or proceeding referred to in clause 4.5.2b arising in respect of any such IP after the Contract Material is delivered to the Commonwealth.

5 PRICE AND PAYMENT

5.1 Price and Price Basis

- 5.1.1 The Contract Price is set out in Attachment B, and is payable, subject to satisfactory performance of the Services, in accordance with the Contract. Unless otherwise agreed by the parties in accordance with clause 9.1, all prices and rates listed in the Contract are unalterable.
- 5.1.2 The Commonwealth shall be entitled, without derogating from any other rights it may have, to defer payment of a claim until the Contractor has completed, to the satisfaction of the Commonwealth Representative, that part of the Services to which the claim relates.

5.2 Payment

- 5.2.1 The Contractor shall submit a claim for payment in accordance with clause 5.3.
- 5.2.2 On receipt of a claim for payment the Commonwealth Representative shall either:
- a. Approve the claim if it is submitted in accordance with clause 5.2.1; or
 - b. reject the claim if it is not submitted in accordance with clause 5.2.1 or on the basis of clause 5.1.2.
- 5.2.3 When a claim is Approved under clause 5.2.2a, the Commonwealth shall make payment within 20 days of receipt of the claim.
- 5.2.4 If the Commonwealth Representative rejects the claim under clause 5.2.2b, the Commonwealth Representative shall, within 10 Working Days of receipt of the claim, notify the Contractor in writing of the need to resubmit the claim and the reasons for rejection and any action to be taken by the Contractor for the claim to be rendered correct for payment.
- 5.2.5 Upon receipt of a notice issued pursuant to clause 5.2.4, the Contractor shall promptly take all necessary steps to make the claim for payment conform to the requirements of the Contract and shall submit a revised claim to the Commonwealth Representative when such action is complete. The resubmitted claim shall be subject to the same conditions as if it were the original claim.
- 5.2.6 If the Commonwealth agrees that acceptance may be achieved despite any minor defects or other non-compliance, the Commonwealth may, after consultation with the Contractor:
- a. determine a revised Contract Price reflecting the reduction in value for money of the omission, defect or non-compliance ('Reduction Amount'); and
 - b. exercise its rights under clause 11.3 in respect of the Reduction Amount.

5.3 Claims for Payment

- 5.3.1 The Contractor shall be entitled to submit claims for payment in accordance with Attachment B.
- 5.3.2 All claims for payment submitted by the Contractor shall:
- a. subject clause 5.2.6, be correctly addressed, calculated in accordance with the Contract and meet the requirements of the Contract;
 - b. be in the form of a valid tax invoice in accordance with clause 5.5;
 - c. contain the following information:
 - (i) the title of the Services and the name of the Contractor Representative as specified in the Details Schedule;
 - (ii) the name and phone number of the Commonwealth Representative;
 - (iii) the Contract number;
 - (iv) the date, task item, number of hours and hourly rate (if applicable); and
 - (v) the amount of the claim; and
 - d. be accompanied by any documentation requested by the Commonwealth Representative in order to establish that the Services meet the requirements of the Contract or that the claim is in accordance with the Contract.
- 5.3.3 All claims for payment are to be submitted to the Commonwealth Representative in accordance with clause 2.2.1.

5.4 Ownership and Control of Services

- 5.4.1 Subject to clause 4, ownership of Services, or partially completed Services, shall pass to the Commonwealth upon payment of a claim relating to those Services in accordance with clause 5.
- 5.4.2 If ownership of the Services vests in the Commonwealth, the Contractor shall deliver to the Commonwealth all Services remaining in its possession upon expiration or termination of the Contract.

5.5 Taxes and Duties

- 5.5.1 All taxes, duties and government charges imposed or levied in Australia or overseas in connection with the Contract shall be met by the Contractor and shall be included within the Contract Price.
- 5.5.2 The Contract Price set out in Attachment B includes GST for Services to be delivered under the Contract which are taxable supplies within the meaning of the GST Act.
- 5.5.3 The Contractor shall submit each claim for payment under this clause 5 in the form of a valid tax invoice. The tax invoice shall include the amount and method of calculation of any GST payable by the Contractor in relation to that claim for payment as a separate item.
- 5.5.4 If the Contractor incorrectly states the amount of GST payable, or paid, by the Commonwealth on an otherwise valid tax invoice, the Contractor shall issue to the Commonwealth a valid adjustment note in accordance with the GST Act.
- 5.5.5 If the Commonwealth makes, or is assessed by the ATO as having made, a taxable supply to the Contractor under or in connection with the Contract, the Commonwealth shall be entitled to recover from the Contractor upon presentation of a valid tax invoice, the amount of GST paid or payable by the Commonwealth to the ATO.
- 5.5.6 The Commonwealth may elect to recover from the Contractor under clause 11.5 any amount of GST to be paid by the Contractor under clause 5.5.5. No amount shall be owing to the Commonwealth under this clause 5.5.6 until the Commonwealth elects to recover the amount.

5.6 Late Payments

- 5.6.1 If payment of an amount due under the Contract is made late, the Commonwealth shall pay interest on the unpaid amount, whether or not the Contractor has submitted a separate invoice for the interest.

- 5.6.2 Interest payable by the Commonwealth under this clause 5.6 shall be calculated in accordance with the following formula:

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

Where:

"I%" means the ATO sourced General Interest Charge rate current at the due date of payment expressed as a decimal rate per day.

"P" means the amount of the late payment.

"n" means the number of days that the payment was late up to and including the day that the payment is made.

- 5.6.3 Interest shall only be payable in accordance with this clause 5.6 if the interest amount exceeds A\$100.

5.7 Cost Principles

- 5.7.1 Without in any way affecting or overriding the other terms of the Contract, the Commonwealth may apply the CASG Cost Principles, as amended from time to time, when considering any:
- a. price for any CCP under clause 9.1; or
 - b. claim for costs if the Contract is terminated.

6 DEFECT RECTIFICATION

6.1 Defect Rectification Obligations

- 6.1.1 If the Commonwealth Representative notifies the Contractor of a defect in Services during the Defect Rectification Period (specified in the Details Schedule) applicable to the Services, the Contractor shall, within 30 Working Days after the notification, or a period agreed in writing by the Commonwealth Representative, by replacement or modification:
- a. rectify the defect; and
 - b. rectify any adverse effect of the defect or the rectification on other Services, whether or not the defect arises out of or as a consequence of a Contractor Default.
- 6.1.2 The Contractor shall be entitled to claim for an additional amount (calculated in accordance with Attachment B and on the same basis as the Contract Price) for any rectification work performed under clause 6.1.1, but only to the extent that the defect arose out of or as a consequence of a Commonwealth Default.
- 6.1.3 The Contractor's obligations under clause 6.1.1 do not require the Contractor to remedy a defect in GFM incorporated into Services except to the extent that the defect resulted from a Contractor Default.
- 6.1.4 Subject to clause 6.1.1, the Contractor shall, except to the extent that the Commonwealth Representative otherwise agrees, bear all costs of, and incidental to, rectifying defects as required by the Contract.
- 6.1.5 If the Contractor fails to rectify a defect within the period specified in clause 6.1.1, the Commonwealth may rectify the defect itself or by a third party. The Commonwealth may elect to recover from the Contractor under clause 11.5 the amount of the Commonwealth's costs of rectifying the defect. No amount shall be owing to the Commonwealth under this clause 6.1.5 until the Commonwealth elects to recover the amount.

7 INSURANCE

7.1 Insurance

- 7.1.1 The Contractor shall effect and maintain (or be insured under) the insurances for the times and in the manner specified in this clause 7.1, except to the extent that a particular risk is insured against under other insurance effected in compliance with this clause 7.1.
- 7.1.2 For the avoidance of doubt, the terms of this clause 7.1 do not alter the allocation of risk or liability between the parties as provided for under any other clause of the Contract.

- 7.1.3 The Contractor shall use its reasonable endeavours to ensure that its Subcontractors and their employees, officers and agents are insured as required by this clause 7.1, as is appropriate (including with respect to the amount of insurance, types of insurance and period of insurance) given the nature of services or work to be performed by them, as if they were the Contractor.
- 7.1.4 **(workers compensation)** The Contractor shall effect and maintain workers compensation insurance or registrations as required by law, in respect of the Contractor's liability to its employees engaged in the performance of any obligation or the exercise of any right under the Contract.
- 7.1.5 **(public liability)** The Contractor shall effect and maintain public liability insurance written on an occurrence basis with a limit of indemnity of not less than the amount specified in the Details Schedule each and every occurrence which covers the Contractor and Contractor Personnel for their respective liabilities caused by, arising out of, or in connection with the negligent performance of any obligation or the exercise of any right under the Contract by the Contractor or Contractor Personnel.
- 7.1.6 **(professional indemnity)** The Contractor shall effect and maintain professional indemnity insurance with a limit of indemnity of not less than the amount specified in the Details Schedule per claim and in the aggregate for all claims in any 12 month policy period, and including a right of reinstatement, which covers the liability of the Contractor at general law arising from a negligent breach of duty owed in a professional capacity by reason of any act or omission of the Contractor or Contractor Personnel. Such insurance shall:
- a. have a definition of professional services broad enough to include all professional services, activities and duties to be provided or performed by the Contractor or Contractor Personnel under the Contract;
 - b. extend to cover claims related to Software and IT risks;
 - c. extend to cover claims for unintentional breaches of Intellectual Property rights but not Patent rights;
 - d. Not Used;
 - e. have a retroactive date of no later than the earlier of the commencement of the work under the Contract or any earlier preparatory work by the Contractor and Contractor Personnel; and
 - f. have worldwide territorial and jurisdictional limits.
- 7.1.7 The insurances and registrations referred to in:
- a. the following clauses shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until all work under the Contract is completed:
 - (i) clause 7.1.4 (workers compensation); and
 - (ii) clause 7.1.5 (public liability); and
 - b. clause 7.1.6 (professional indemnity) shall be effected before the Contractor commences work under the Contract, and thereafter be maintained until the earlier of:
 - (i) 7 years following completion of the work under the Contract; or
 - (ii) 7 years following an earlier termination of the Contract.
- 7.1.8 To the extent that the Contractor's insurances and registrations required by clause 7.1 of this Contract are in fact written on a claims made basis (notwithstanding any requirements of this Contract for such insurances to be written on an occurrence basis) then the Contractor must maintain those insurances and registrations until the earlier of:
- a. 7 years following completion of the work under the Contract; or
 - b. 7 years following an earlier termination of the Contract.
- 7.1.9 With the exception of statutory insurances, the insurances referred to in this clause 7.1 shall be effected with an insurer with a financial security rating of "A-" or better by Standard & Pools (or the equivalent rating with another recognised rating agency), or an insurer approved by the Commonwealth, acting reasonably.

- 7.1.10 The Contractor shall, on request, produce evidence satisfactory to the Commonwealth Representative, acting reasonably, of the currency and terms of the insurances referred to in this clause 7.1.
- 7.1.11 In respect of each insurance referred to in this clause 7.1, the Contractor shall:
- a. promptly inform the Commonwealth if it becomes aware of any actual, threatened or likely claims (with the exception of claims or potential claims by the Commonwealth against the Contractor) which could materially reduce the available limits of indemnity or which may involve the Commonwealth, and shall reinstate or replace any depleted aggregate limit of indemnity resulting from claims that are unrelated to the work under the Contract, if requested to do so in writing by the Commonwealth; and
 - b. do everything reasonably required by the Commonwealth in order to allow the Commonwealth or any other person for whose benefit the policy is effected to claim and to collect or recover monies due under any insurance policy.
- 7.1.12 If the Contractor fails to effect and maintain the insurances in accordance with this clause 7, the Commonwealth may:
- a. effect and maintain those insurances and the Commonwealth may elect to recover the amount from the Contractor under clause 11.5; or
 - b. provide a notice of termination for default in accordance with clause 11.2.
- No amount shall be owing to the Commonwealth under this clause 7.1.12 until the Commonwealth elects to recover the amount.

8 INDEMNITIES, DAMAGES, RISK, LIABILITY AND WARRANTIES

8.1 Indemnity

- 8.1.1 The Contractor shall indemnify the Commonwealth and Commonwealth Officers in respect of any Loss in connection with:
- a. the death, personal injury, disease or illness of any employee or officer of the Contractor in relation to the Contract; and
 - b. a Claim by a third party arising out of or as a consequence of a Contractor Default, including a Claim in respect of:
 - (i) the death, personal injury, disease or illness of any person; or
 - (ii) loss of or damage to any third party property.
- 8.1.2 The liability of the Contractor under clause 8.1.1 shall be reduced to the extent that the Contractor demonstrates that the Loss arose out of or as a consequence of:
- a. a Commonwealth Default;
 - b. an Excepted Risk
 - c. a breach of a general law duty or an applicable law by an Unrelated Party.
- 8.1.3 The Contractor shall release the Commonwealth and Commonwealth Officers in respect of any liability for Loss referred to in clause 8.1.1, except to the extent that the Contractor demonstrates that the Loss arose out of or as a consequence of a Commonwealth Default.

8.2 Intellectual Property and Confidentiality

- 8.2.1 The Contractor shall indemnify the Commonwealth and Commonwealth Officers in respect of any Loss in connection with a Claim by a third party in respect of:
- a. an infringement or alleged infringement of the third party's IP rights (including Moral Rights, but excluding Patent rights) arising out of or as a consequence of an activity permitted or purportedly permitted by or under a licence or assignment of IP rights under or referred to in the Contract (including in clause 4); and
 - b. breach or alleged breach of any obligation of confidentiality owed to that third party arising out of or as a consequence of any act or omission of the Contractor or Contractor Personnel in connection with the work under the Contract.

8.2.2 The liability of the Contractor under clause 8.2.1 shall be reduced to the extent that the Contractor demonstrates that the Loss arose out of or as a consequence of a Commonwealth Default.

8.2.3 In this clause 8.2:

"infringement" of a right includes an act or omission that would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 100 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth), or section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement of the right.

8.3 Loss of or Damage to Commonwealth Property

8.3.1 The Contractor shall (and shall ensure that all Contractor Personnel) take reasonable care to prevent loss of, or damage to, Commonwealth Property in connection with the work under the Contract.

8.3.2 The Contractor shall be liable for any Loss incurred by the Commonwealth in connection with any loss of, or damage to any Commonwealth Property while it is:

- a. on any Contractor Premises; or
- b. being stored or transported by or on behalf of the Contractor, a Related Body Corporate of the Contractor, or a Subcontractor; or

in connection with the Contract, whether or not the loss or damage arises out of or as a consequence of a Contractor Default.

8.3.3 The liability of the Contractor under clause 8.3.2 shall be reduced to the extent that the Contractor demonstrates that the loss or damage arose out of or as a consequence of a Commonwealth Default.

8.3.4 Without limiting clause 8.3.2, the Contractor shall be liable for any Loss incurred by the Commonwealth in connection with any loss of, or damage to, Commonwealth Property arising out of or as a consequence of a Contractor Default.

8.3.5 The liability of the Contractor under clause 8.3.4 shall be reduced to the extent that the Contractor demonstrates that the loss or damage arose out of or as a consequence of a Commonwealth Default.

8.4 Privacy

8.4.1 The Contractor shall indemnify the Commonwealth against any Loss, liability or expense suffered or incurred by the Commonwealth which arises directly or indirectly from a breach of any of the Contractor obligations referred to in clause 10.5, except to the extent that such Loss, liability or expense results from any unlawful or negligent act or omission on the part of the Commonwealth or Commonwealth Officers.

8.5 Exclusions of Certain Losses

8.5.1 Subject to clause 8.6.1, the Contractor is not liable to pay compensation or damages under or in relation to this Contract, or liable to make a payment under an indemnity in this Contract, for Loss incurred by the Commonwealth resulting from:

- a. damage to reputation or exemplary or punitive damages incurred by the Commonwealth; or
- b. diminished revenue, profits or business opportunity suffered by the Commonwealth.

8.5.2 The Commonwealth is not liable to pay compensation or damages under or in relation to this Contract for Loss resulting from damage to reputation or for exemplary or punitive damages incurred by the Contractor.

8.6 When Exclusions of Certain Losses do not apply

8.6.1 The exclusions of liability under clause 8.5 do not apply to a liability of the Contractor under or arising out of the Contract in relation to:

- a. (third party claims) a Claim by a third party in respect of:
 - (i) the death, personal injury, disease or illness of any person; or
 - (ii) loss of or damage to property of a third party;

- b. (IP) an infringement of an intellectual property right (including a Moral Right) of any person;
- c. (confidentiality) a breach of an obligation of confidence;
- d. (death of or personal injury to Commonwealth Officers) the death, personal injury, disease or illness of a Commonwealth Officer;
- e. (non-Defence Commonwealth Property) the loss of, or damage to, Commonwealth Property (other than Defence Property);
- f. (Defence security) a breach of the Contractor's obligations in relation to Defence security;
- g. (privacy) a breach of a written law with respect to privacy;
- h. (criminal offences) an act or omission of the Contractor or Contractor Personnel, where the person concerned has been convicted or found guilty of an offence comprised in the act or omission;
- i. (Wilful Default) a Wilful Default of the Contractor or Contractor Personnel;
- j. (repudiation) a repudiation of the Contract by the Contractor where the Contractor has intentionally abandoned the Contract; or
- k. (restitution) restitution of amounts paid under a mistake of fact or law in relation to the Contract.

8.6.2 Each paragraph of clause 8.6.1 is independent of, and its application is not affected by, any of the other paragraphs.

8.7 Proportionate Liability Laws

- 8.7.1 The parties agree that, to the extent permitted by law, the provisions of the Contract:
- a. are express provisions for their rights, obligations and liabilities with respect to matters to which a Proportionate Liability Law applies; and
 - b. exclude, modify and restrict the provisions of a Proportionate Liability Law to the extent of their inconsistency with the Proportionate Liability Law.

8.8 General Warranties

- 8.8.1 The Contractor warrants and ensures that:
- a. the Services are fit for the purpose contemplated by the Contract;
 - b. it has the necessary Contractor Personnel and support and administrative services to perform the Services and meet all of its obligations and responsibilities under the Contract to the standard required by the Contract;
 - c. the Services shall be performed:
 - (i) by suitably qualified Contractor Personnel with appropriate skills and experience; and
 - (ii) with a standard of care, skill and diligence that would be expected of a competent supplier of such Services; and
 - d. it is not aware of any circumstances that would detrimentally affect its ability to perform the Services in a manner that complies with all laws and the Contract and will promptly notify the Commonwealth of any actual or potential circumstance that may do so;
 - e. it has informed itself as to:
 - (i) the Commonwealth's requirements for the Services;
 - (ii) the law and the conditions, risks and other factors which may affect the timing, scope, cost or effectiveness of performance of the Services; and
 - (iii) all things necessary for delivery and management of the Contract and the performance of the Contractor's obligations under the Contract.

9 CONTRACT MANAGEMENT

9.1 Change to the Contract

- 9.1.1 Either party may propose a change to the Contract. The Contract may only be changed in writing and signed by both parties. A change to the Contract shall take effect on the date on which the change is signed by the parties or, if signed on separate days, the date of the last signature.
- 9.1.2 The Commonwealth Representative may issue an amendment to the Contract to incorporate any changes that have taken effect under clause 9.1.1. Such an amendment does not affect the legal status of the Contract change as determined under clause 9.1.1.
- 9.1.3 The parties shall not be liable to each other for any additional work undertaken or expenditure incurred unless the change is in accordance with this clause 9.1.

9.2 Waiver

- 9.2.1 Failure by either party to enforce a condition of the Contract shall not be construed as in any way affecting the enforceability of that condition or the Contract as a whole.
- 9.2.2 The exercise of the Commonwealth's rights under the Contract does not affect any other rights of the Commonwealth and does not constitute an election, or a representation, regarding the Commonwealth's exercise of particular rights.

9.3 Confidential Information

- 9.3.1 Each party shall ensure that Confidential Information identified in Attachment D as being confidential to the other party is not disclosed by the party, except to the extent that:
- a. the disclosure is permitted under clause 9.3.3;
 - b. the Confidential Information is in Contract Material and the disclosure is in connection with the exercise of rights provided for in clause 4; or
 - c. the disclosure is to a Commonwealth Service Provider to enable it to perform its obligations, functions or duties to the Commonwealth; or
 - d. the other party provides its prior written consent to the disclosure (and such consent may be subject to conditions).
- 9.3.2 Each party shall ensure that, before disclosing Confidential Information under clause 9.3.1b or 9.3.1c, the recipient executes (or has already executed) a written undertaking in the form of a deed of confidentiality or contractual obligation that appropriately restricts the further disclosure of that information.
- 9.3.3 The restriction in clause 9.3.1 does not apply to a disclosure of Confidential Information to the extent that the disclosure is:
- a. required or authorised by law;
 - b. necessary for the conduct of any legal proceedings arising in connection with the Contract;
 - c. made by the Commonwealth, a Minister or the Parliament, in accordance with statutory or portfolio duties or functions or for public accountability reasons, including following a request by the Parliament, a parliamentary committee or a Minister; or
 - d. to any of the following persons:
 - (i) a legal adviser, insurer, financier, auditor or accountant of a party to the extent required to enable them to perform those roles;
 - (ii) a Related Body Corporate for internal management purposes;
 - (iii) any Commonwealth Personnel who need to know the information in order to undertake their duties or functions; and
 - (iv) an employee, officer or agent of the Contractor who needs to know the information to enable the Contractor to perform its obligations under the Contract.
- 9.3.4 The Contractor shall not, in marking information supplied to the Commonwealth, misuse the term 'Confidential Information' or equivalent terms.

- 9.3.5 Subject to clause 9.3.6, the Contractor shall return to the Commonwealth or destroy all documents in its possession, power or control which contain any Confidential Information of the Commonwealth if the Confidential Information is no longer required for the purposes of the Contract.
- 9.3.6 The Contractor may retain Confidential Information of the Commonwealth in its records, if retention is required to comply with any legal, professional or insurance obligations or where it is not reasonably practicable to destroy the records included in routine electronic backups.
- 9.3.7 Retention, return or destruction of the documents referred to in this clause 9.3 does not release the Contractor from its obligations under the Contract.

9.4 Assignment and Novation

- 9.4.1 Neither party may, without the written consent of the other, assign its rights under the Contract or novate its rights or obligations under the Contract.
- 9.4.2 If the Contractor proposes to enter into any arrangement which will require the novation of the Contract, it shall notify and seek the consent of the Commonwealth Representative within a reasonable period prior to the proposed novation.
- 9.4.3 The Commonwealth may refuse to consent to an arrangement proposed by the Contractor under clause 9.4.2.

9.5 Negation of Employment and Agency

- 9.5.1 The Contractor shall not represent itself, and shall ensure that Contractor Personnel do not represent themselves, as being employees, partners or agents of the Commonwealth.
- 9.5.2 Without limiting clause 9.5.1, the Contractor shall clearly identify itself, and shall ensure that Contractor Personnel clearly identify themselves, as a contractor to the Commonwealth when communicating through telephone, facsimile, email or any other communication tool in the course of performing the Services.
- 9.5.3 None of the Contractor or Contractor Personnel shall, by virtue of the Contract, be, or for any purpose be taken to be, an employee, partner or agent of the Commonwealth.

9.6 Commonwealth Access

- 9.6.1 During the performance of the Contract, the Contractor shall, at the Commonwealth's request (acting reasonably), provide the Commonwealth Representative, and any person authorised by the Commonwealth Representative, with timely and sufficient access to its premises, records or accounts relevant to the Contract. The Commonwealth and its nominees may copy any records or accounts relevant to the Contract and retain or use these records or accounts for the purposes of this clause.
- 9.6.2 Without limiting clauses 9.6.1, and 9.6.3, the Contractor acknowledges and agrees that:
- a. the Auditor-General has the power under the *Auditor-General Act 1997* (Cth) to conduct audits (including performance audits) of the Contractor and Subcontractors in relation to the Contract;
 - b. the Auditor-General may give a copy of, or an extract from, a report on an audit in relation to the Contract to any person (including a Minister) who, in the Auditor-General's opinion, has a special interest in the report or the content of the extract; and
 - c. the Commonwealth Representative may authorise the Auditor-General, or member of the staff of the Australian National Audit Office, to access premises, records and accounts under clause 9.6.1 or 9.6.3.
- 9.6.3 Without limiting the generality of clause 9.6.1 or 9.6.4, the purposes for which the Commonwealth Representative or any person authorised by the Commonwealth Representative may require access include:
- a. inspecting CMCA, attending, conducting or checking stocktakes of CMCA, including viewing and assessing the Contractor's inventory control and stocktaking systems, and removing CMCA that is no longer required for the performance of the Contract;
 - b. investigating the reasonableness of proposed prices or costs in any Contract change proposal submitted in accordance with clause 9.1;

- c. monitoring the Contractor's WHS and environmental compliance in connection with the provision of the Services;
 - d. validating the Contractor's progress in meeting the AIC Schedule at Attachment E; and
 - e. assessing the financial viability of the Contractor to perform and complete the Contract.
- 9.6.4 If the Contractor enters into a Subcontract in accordance with clause 9.8, the Contractor shall ensure that Subcontracts require Subcontractors to give the Commonwealth Representative, and any person authorised by the Commonwealth Representative, access to Subcontractors' premises, and to records and accounts in connection with the performance of work under the Subcontract, including the right to copy.
- 9.6.5 The Commonwealth shall comply with, and shall require any delegate or person authorised by the Commonwealth Representative to comply with, any reasonable Contractor or Subcontractor safety and security requirements or codes of behaviour for the premises.

9.7 Contractor Access

- 9.7.1 The Commonwealth shall, during the period of the Contract, allow the Contractor or its Key Persons access to Commonwealth Premises as necessary for the Contractor's performance of the Contract.
- 9.7.2 The Contractor shall comply with, and require persons afforded access under clause 9.7 to comply with, any relevant Commonwealth safety and security requirements, regulations, standing orders, or codes of behaviour for the Commonwealth Premises.
- 9.7.3 The Commonwealth retains the right to deny access on occasions to the Contractor or its Key Persons because of safety and security arrangements or as a result of failure by the Contractor or Key Persons to comply with clause 9.9.
- 9.7.4 The Contractor acknowledges that it may be provided with the ability to access Commonwealth-held information in connection with its performance of the Services, including through access to Commonwealth information technology systems. Without limiting the Contractor's other obligations under this Contract or otherwise at law, the Contractor shall not seek to access or use Commonwealth-held information except to the extent strictly required for the provision of the Services.

9.8 Subcontracts

- 9.8.1 The Contractor shall not Subcontract the whole of the work under the Contract. The Contractor shall not Subcontract any part of the work under the Contract without the prior written approval of the Commonwealth Representative.
- 9.8.2 The Contractor, by subcontracting any part of the work under the Contract, or by obtaining the Commonwealth Representative's approval of a Subcontractor, shall not be relieved of its liabilities or obligations under the Contract, and shall be responsible for all Subcontractors.
- 9.8.3 Without limiting the Contractor's obligations under the Contract, the Contractor shall ensure that:
- a. the requirements of clauses 3.3, 4.2, 9.5, 10.1, 10.4, and 10.8 are included in all Subcontracts;
 - b. each Subcontractor that requires access to any Commonwealth place, area or facility or to security classified information is subject to the requirements of clause 9.9;
 - c. the requirements of clauses 9.6, 9.9 and 9.10, are included in all Subcontracts;
 - d. the Contractor obtains rights, in each Subcontract, that are equivalent to the rights of the Commonwealth under clause 11.3; and
 - e. each Subcontractor complies with the Contractor's obligations under the Contract and all rules, policies and procedures of the Commonwealth that are relevant to the Subcontractor's performance of the Services and does not subcontract on terms that would permit the Subcontractor to do (or not do) something that would, if done (or not done) by the Contractor, constitute a breach of the Contract.
- 9.8.4 The Contractor shall not enter into a Subcontract with a Subcontractor:
- a. named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).

- b. that has had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid any judgment amount; or
 - c. is on, or which has any employees that are on, or which is a member of an entity that is on, the Commonwealth's consolidated list of individuals and entities to which terrorist asset freezing applies.
- 9.8.5 The Contractor acknowledges and shall inform its Subcontractors that the Commonwealth may be required to publicly disclose Subcontractors' participation in the performance of the Contract. If requested by the Commonwealth Representative, the Contractor shall provide the Commonwealth Representative with names of Subcontractors and copies of Subcontracts (which copy need not contain prices) for this purpose.
- 9.8.1 The Contractor shall remain responsible for the Services performed by any Subcontractors to the same extent as if those Services were performed by the Contractor.
- 9.8.2 The Commonwealth may revoke its Approval of any Subcontractor on reasonable grounds, in which case, the Contractor shall cease using that Approved Subcontractor to perform the Services within the timeframe required by the Commonwealth.
- 9.8.3 Subject to this clause 9.8.3, the Commonwealth may, in its sole discretion, direct the Contractor to:
- a. remove a Subcontractor; or
 - b. require a Subcontractor to remove certain Subcontractor Personnel from work in relation to the Services and replace them with personnel acceptable to the Commonwealth,
- and the Contractor shall comply or (as appropriate) ensure that the Subcontractor complies with such a direction. Prior to the Commonwealth giving a direction under this clause, the Commonwealth shall, where possible, consult with the Contractor about any concerns it might have about the Subcontractor or Subcontractor Personnel and provide the Contractor with an opportunity to take reasonable preventative actions to address those concerns.

9.9 Defence Security

- 9.9.1 If the Contractor or Contractor Personnel require access to any Commonwealth Premises under the control or responsibility of Defence, the Contractor shall:
- a. comply with any security requirements (including those contained in the Defence Security Principles Framework (DSPF)) notified to the Contractor by the Commonwealth Representative from time to time; and
 - b. ensure that Contractor Personnel are aware of and comply with the Commonwealth's security requirements.
- 9.9.2 The Contractor shall:
- a. ensure that Contractor Personnel undertake any security checks, clearances or accreditations as required by the Commonwealth;
 - b. promptly notify the Commonwealth Representative of any changes to circumstances which may affect the Contractor's capacity to provide Services in accordance with the Commonwealth's security requirements; and
 - c. provide a written undertaking in respect of security or access to the Commonwealth Premises in the form required by the Commonwealth.
- 9.9.3 The security classification of the information and assets accessible to the Contractor and work to be performed under the Contract will be up to and including the level specified in the Details Schedule. The Contractor shall:
- a. comply with the classification and protection of official information requirements of Principle 10 of the DSPF; and
 - b. ensure that all required personnel (if any) possess a personnel security clearance at the level specified in the Details Schedule, and comply with the requirements and procedures of Principle 40 of the DSPF including:
 - (i) notifying the Commonwealth of any change to circumstances which may affect the Contractor's capacity to provide Services; and

- (ii) providing any written undertakings in respect of security or access to the Commonwealth place, area or facility in the form required by the Commonwealth.

- 9.9.4 With respect to security classified information, the Contractor shall:
- a. ensure that no security classified information furnished or generated under the Contract shall be released to a third party, including a representative of another country, without prior written approval of the originator through the Commonwealth Representative;
 - b. promptly report to the Commonwealth Representative any security incident, as defined by the DSPF, including instances in which it is known or suspected that security classified information furnished or generated under the Contract has been lost or disclosed to unauthorised parties, including a representative of another country; and
 - c. ensure that all security classified information transmitted between the parties or a party and a Subcontractor, in Australia, whether generated in Australia or overseas, shall be subject to the terms of Principle 71 of the DSPF.
- 9.9.5 If there has been a breach by the Contractor or Contractor Personnel of this clause 9.9, the Commonwealth Representative may give the Contractor a notice of termination for default under clause 11.2.1.
- 9.9.6 The Contractor shall ensure that the requirements in this clause 9.9 are included in all Subcontracts where the Subcontractor requires access to any Commonwealth place, area or facility, or to security classified information, in order to perform the obligations of the Subcontract.
- 9.9.7 Unless otherwise agreed in writing by the Commonwealth, the Contractor shall bear the cost of complying with the Commonwealth's security requirements under the Contract.

9.10 Conflict of Interest

- 9.10.1 The Contractor:
- a. warrants that, to the best of its knowledge after making diligent inquiries at the Effective Date specified in the Details Schedule, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by any Contractor Personnel; and
 - b. shall promptly notify the Commonwealth in writing if such a conflict of interest or risk of such a conflict of interest arises.
- 9.10.2 Within five Working Days after giving notice under clause 9.10.1, the Contractor shall notify the Commonwealth, in writing, of the steps the Contractor will take to resolve the issue. If the Commonwealth considers those steps are inadequate, it may direct the Contractor to resolve the issue in a manner proposed by the Commonwealth.
- 9.10.3 If the Contractor fails to notify the Commonwealth in accordance with clauses 9.10.1 or 9.10.2 or is unable or unwilling to resolve the issue in the required manner, the Commonwealth may terminate the Contract in accordance with clause 11.2.

9.11 Post Defence Separation Employment

- 9.11.1 Except with the prior written approval of the Commonwealth Representative, the Contractor shall not permit any Defence Personnel or Defence Service Provider who, at any time during the preceding 12 month period was engaged or involved in:
- a. the preparation or management of the Contract;
 - b. the assessment or selection of the Contractor; or
 - c. the planning or performance of the procurement or any activity relevant or related to the Contract,
- to perform or contribute to the performance of the Contract.
- 9.11.2 To avoid doubt, the 12 month period referred to in clause 9.11.1 applies from the date which is 12 months before the date on which the Contractor proposes that the person start performing or contributing to the performance of the Contract.
- 9.11.3 The Commonwealth Representative shall not unreasonably withhold approval under clause 9.11.1 and shall consider:

- a. the character and duration of the engagement, services or work that was performed by the person during the relevant 12 month period;
- b. any information provided by the Contractor about the character and duration of the Services to be performed by the person under the Contract;
- c. the potential for real or perceived conflicts of interest or probity concerns to arise if the person performs or contributes to the performance of the Contract in the manner proposed under 9.11.3b, and the arrangements which the Contractor proposes to put in place to manage or reduce those conflicts of interest or probity concerns;
- d. any information provided by the Contractor concerning any significant effect which withholding approval will have on the person's employment or remuneration opportunities or the performance of the Contract; and
- e. the policy requirements set out in DI ADMINPOL Annex C AG5 and the *Integrity Policy Manual*, as applicable.

10 POLICY AND LAW

10.1 Governing Law

- 10.1.1 The laws of the State or Territory specified in the Details Schedule shall apply to the Contract. The courts of that State or Territory shall have non-exclusive jurisdiction to decide any matter arising out of the Contract.
- 10.1.2 The *United Nations Convention on Contracts for the International Sale of Goods* shall not apply to the Contract.

10.2 Compliance With Laws

- 10.2.1 The Contractor shall, in the performance of the Contract, comply with and ensure Contractor Personnel comply with, the laws from time to time in force in the State, Territory, or other jurisdictions (including overseas) in which any part of the Contract is to be carried out.
- 10.2.2 The Contractor shall provide to the Commonwealth Representative within 10 Working Days after a request by the Commonwealth written confirmation that, to the best of the Contractor's knowledge and based on reasonable enquiries undertaken by the Contractor, the Contractor and Contractor Personnel are compliant with all laws (including foreign anti-corruption legislation) regarding the offering of unlawful inducements whether in Australia or otherwise in connection with the performance of the Contract and the Subcontracts.
- 10.2.3 The Contractor:
 - a. shall take all reasonable measures to prevent, detect and investigate any fraud that may occur, is occurring or has occurred under the Contract or any Subcontract; and,
 - b. acknowledges and agrees that its obligation in clause 10.2.3a extends to taking all reasonable measures to prevent, detect and investigate any fraud which has or may be committed by Contractor Personnel.

If the Contractor knows that any fraud is occurring or has occurred, it shall, as soon as practicable, provide written details to the Commonwealth, and provide such further information and assistance as the Commonwealth, or any person authorised by the Commonwealth, reasonably requires in relation to the fraud.

10.3 Australian Industry Capability

- 10.3.1 The Contractor shall comply with the AIC Schedule, at Attachment E.
- 10.3.2 The Contractor acknowledges that:
 - a. compliance with the AIC Schedule shall not relieve the Contractor its liabilities or obligations under the Contract; and
 - b. acceptance of the Services by the Commonwealth, or provision of Services by the Contractor, shall not relieve the Contractor from meeting its obligations under the AIA Schedule.
- 10.3.3 The Contractor shall maintain the accuracy, completeness and currency of the AIC Schedule.

10.3.4 Where the Contractor proposes an update to the AIC Schedule, the Contractor shall submit a contract change proposal in accordance with clause 9.1.

10.4 Policy Requirements

10.4.1 The Contractor shall comply with, and shall ensure that Contractor Personnel comply with the following Commonwealth policies of general application relevant or applicable to the Contract:

- a. DI ADMINPOL, and in particular:
 - (i) Annex C, AG4 – Incident reporting and management and the Incident Reporting and Management Manual;
 - (ii) Annex C, AG5 – Conflicts of interest and declarations of interest and the Integrity Policy Manual;
 - (iii) Annex J, PPL 7 – Required behaviours in Defence and Incident reporting and Chapter 3 of the Complaints and Alternative Resolutions Manual;
- b. Gifts, hospitality and sponsorship as detailed in DI(G) PERS 25-7;
- c. Australian Defence Force alcohol policy detailed in DI(G) PERS 15-1;
- d. Public Interest Disclosure policy detailed at:
<https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>; and
- e. Performance Exchange Scorecard policy as detailed at:
<https://www.defence.gov.au/CASG/DoingBusiness/Industry/Industryprograms/Performance%20Exchange%20Scorecard.asp>.

10.4.2 The Contractor shall comply with its obligations under the *Workplace Gender Equality Act 2012* (Cth) (WGE Act).

If the Contractor becomes non-compliant with the WGE Act during the period of the Contract, the Contractor shall notify the Commonwealth Representative.

10.4.3 The Contractor shall not enter into a Subcontract with a proposed direct Subcontractor (or agree to a novation of a direct Subcontract) if the total value of all work under the Subcontract is expected to exceed \$4 million (inc GST), unless the Contractor has obtained and holds any the following STRs, as applicable to the proposed direct Subcontractor:

| If the proposed Subcontractor to enter into the Subcontract is: | STRs required: |
|---|--|
| (a) | (b) |
| a. a body corporate or natural person; | a satisfactory and valid STR in respect of that body corporate or person; |
| b. a partner acting for and on behalf of a partnership; | a satisfactory and valid STR: <ul style="list-style-type: none"> (i) on behalf of the partnership; and (ii) in respect of each partner in the partnership that will be directly involved in the delivery of the Subcontract; |
| c. a trustee acting in its capacity as trustee of a trust; | a satisfactory and valid STR in respect of the: <ul style="list-style-type: none"> (i) trustee; and (ii) the trust; |
| d. a joint venture participant; | a satisfactory and valid STR in respect of: <ul style="list-style-type: none"> (i) each participant in the joint venture; and (ii) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator; |

| | |
|--------------------------------------|---|
| e. a member of a Consolidated Group; | a satisfactory and valid STR in respect of: (i) the relevant member of the Consolidated Group; and (ii) the head company in the Consolidated Group; |
| f. a member of a GST Group; | a satisfactory and valid STR in respect of: (i) the GST Group member; and (ii) the GST Group representative. |

10.4.4 The Contractor shall obtain and hold additional STRs in the following circumstances within 10 Working Days of the Contractor becoming aware of the circumstances arising:

| If the Contractor or Subcontractor is: | Additional STRs required: |
|--|--|
| (a) | (b) |
| a. a partner acting for and on behalf of a partnership; | a satisfactory and valid STR in respect of any additional partner that becomes directly involved in the delivery of the Contract or Subcontract (as applicable); |
| b. a trustee acting in its capacity as trustee of a trust; | a satisfactory and valid STR in respect of any new trustee appointed to the trust; |
| c. a joint venture participant; | a satisfactory and valid STR in respect of: (i) any new participant in the joint venture; and (ii) any new joint venture operator if the new operator is not already a participant in the joint venture; |
| d. a member of a Consolidated Group; | a satisfactory and valid STR in respect of any new head company of the Consolidated Group; and |
| e. a member of a GST Group; | a satisfactory and valid STR in respect of any new representative for the GST Group. |

10.4.5 The Contractor shall provide the Commonwealth with copies of the STRs referred to in clause 10.4.3 or 10.4.4 within five (5) Working Days after a written request by the Commonwealth.

10.4.6 For the purposes of the Contract, an STR is taken to be:

- a. **satisfactory** if the STR states that the entity has met the conditions, as set out in the Black Economy Procurement Connected Policy, of having a satisfactory engagement with the Australian tax system; and
- b. the STR has not expired as at the date on which the STR is required to be held.

10.5 Work Health and Safety

10.5.1 The Commonwealth and the Contractor:

- a. shall, where applicable, comply with, and the Contractor shall ensure that all Subcontractors comply with, the obligation under the WHS Legislation to, so far as is reasonably practicable, consult, co-operate and co-ordinate activities with the Commonwealth, the Contractor or the Subcontractors (as the case may be) and any other person who, concurrently with the Commonwealth, the Contractor or the Subcontractor (as the case may be), has a WHS duty under the WHS Legislation in relation to the same matter; and
- b. acknowledge that they have a duty under the applicable WHS Legislation to ensure, so far as is reasonably practicable, the health and safety of:

- (i) Commonwealth Personnel;
 - (ii) Contractor Personnel; and
 - (iii) other persons,
 - c. in connection with the Services.
- 10.5.2 The Contractor represents and warrants that:
 - a. it has given careful, prudent and comprehensive consideration to the WHS implications of the work to be performed by it under the Contract; and
 - b. the proposed method of performance of that work complies with, and includes a system for identifying and managing WHS risks which complies with, all applicable legislation relating to WHS including the WHS Legislation.
- 10.5.3 The Contractor shall:
 - a. ensure that all Contractor Personnel and Subcontractor Personnel comply with all Commonwealth and Defence requirements, including attending safety related training or site induction briefings, and signing attendance forms and site safety induction forms when applicable;
 - b. provide the Services in such a way that the Commonwealth and Commonwealth Personnel are able to undertake any roles or obligations in connection with the Services (such as in relation to testing or auditing); and
 - c. ensure that the Commonwealth and Commonwealth Personnel are able to make full use of the Services for the purposes referred to in clause 3.2.1, and to maintain, support and develop the Services,

without the Commonwealth or Commonwealth Personnel contravening any legislation relating to WHS including the WHS Legislation, any applicable standards relating to WHS or any policy relating to WHS identified in the Contract.
- 10.5.4 Without limiting the application of the WHS Legislation (and subject to any relevant foreign government restrictions), the Contractor shall, in connection with or related to the Services, provide, and shall use its reasonable endeavours to ensure that a Subcontractor provides, to the Commonwealth Representative within 10 Working Days (or such other period as agreed by the Commonwealth in writing) of a request by the Commonwealth Representative any information or copies of documentation requested by the Commonwealth Representative and held by the Contractor or Subcontractor (as the case may be) to enable the Commonwealth to comply with its obligations under the WHS Legislation.
- 10.5.5 Subject to clause 9.9 and any relevant foreign government restrictions, the Commonwealth shall provide to the Contractor in a timely manner any information or copies of documentation reasonably requested by the Contractor and held by the Commonwealth to enable the Contractor to comply with its obligations under the applicable WHS Legislation in relation to the Contract.
- 10.5.6 To the extent not inconsistent with the express requirements of the Contract, the Commonwealth Representative may direct the Contractor to take specified measures that the Commonwealth Representative considers reasonably necessary to comply with applicable legislation relating to WHS including the WHS Legislation in relation to the provision of the Services. The Contractor shall comply with the direction unless the Contractor demonstrates to the reasonable satisfaction of the Commonwealth Representative that it is already complying with the WHS Legislation in relation to the matter to which the direction relates or the direction goes beyond what is reasonably necessary to achieve compliance with the WHS Legislation.
- 10.5.7 The Contractor shall not use ACM in providing the Services and shall not take any ACM onto Commonwealth Premises in connection with providing the Services.
- 10.5.8 Unless the Commonwealth Representative otherwise agrees in writing, the Contractor shall:
 - a. ensure that any deliverable provided to the Commonwealth in connection with the Services does not contain a Problematic Substance; and
 - b. not use, handle or store a Problematic Substance on Commonwealth Premises in connection with the Services.

- 10.5.9 Where the Commonwealth Representative agrees that a deliverable may contain a Problematic Substance or that the Contractor may use, handle or store a Problematic Substance on Commonwealth Premises, the Contractor shall ensure that:
- a. full details of the Problematic Substances are provided to the Commonwealth Representative in the format of a SDS, except where the applicable SDS exists within the Australian ChemAlert database and the Contractor identifies that SDS to the Commonwealth Representative by reference to its unique record within that database; and
 - b. the Problematic Substance is correctly labelled and packaged (including to clearly identify the nature of the substance and its associated hazards) in accordance with Australian legislative and regulatory requirements, and that all documentation supporting the Services clearly identifies the nature of the substance and its associated hazards.
- 10.5.10 If a Notifiable Incident occurs in connection with the work carried out under the Contract:
- a. on Commonwealth Premises;
 - b. which involves Commonwealth Personnel; or
 - c. which involves a Commonwealth specified system of work,
the Contractor shall:
 - d. immediately report the incident to the Commonwealth Representative;
 - e. promptly provide the Commonwealth Representative with copies of any notices or other documentation provided to, or issued by, the relevant Commonwealth, State or Territory regulator in relation to the Notifiable Incident;
 - f. provide the Commonwealth Representative with such other information as may be required by the Commonwealth to facilitate the notification to or investigation by the Commonwealth regulator of the Notifiable Incident in accordance with the WHS Legislation (including completion of the Department of Defence Form AE527 (as amended or replaced from time to time)); and
 - g. provide other reasonable assistance required by the Commonwealth to undertake mandatory incident reporting.
- 10.5.11 From time to time the Commonwealth may advise the Contractor of hazards to health and safety that have been identified at, or in the proximity of, Commonwealth Premises where Contractor Personnel may be working.
- 10.5.12 On receipt of advice from the Commonwealth under clause 10.5.11, the Contractor shall undertake necessary risk assessments, identify control measures and advise Contractor Personnel of the hazards and risks and relevant control measures.

10.6 Environmental Obligations

- 10.6.1 The Contractor shall perform its obligations under the Contract in such a way that:
- a. the Commonwealth is not placed in breach of; and
 - b. the Commonwealth is able to support and to make full use of the Services for the purposes for which they are intended without being in breach of,
- any applicable environmental legislation including the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

10.7 Severability

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

10.8 Privacy

- 10.8.1 The Contractor shall:

- a. if it obtains Personal Information in the course of performing the Contract, use or disclose that Personal Information only for the purposes of the Contract subject to any applicable exceptions in the *Privacy Act 1988* (Cth);
 - b. comply with its obligations under the *Privacy Act 1988* (Cth); and
 - c. as a contracted service provider, not do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of the Australian Privacy Principles.
- 10.8.2 The Contractor shall notify the Commonwealth as soon as reasonably practicable if:
- a. it becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 10.8, whether by the Contractor, Contractor Personnel or any other person to whom the Personal Information has been disclosed for the purposes of the Contract; or
 - b. in relation to Personal Information obtained in the course of performing the Contract:
 - (i) it becomes aware that a disclosure of such Personal Information may be required by law; or
 - (ii) it is approached by the Privacy Commissioner.
- 10.8.3 The Contractor shall ensure that Contractor Personnel who deal with Personal Information for the purposes of the Contract are aware of, and comply with, this clause 10.8.

10.9 Indigenous Procurement Policy

- 10.9.1 The Contractor acknowledges that it is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy. The Contractor shall use its reasonable endeavours to increase its:
- a. purchasing from Indigenous enterprises; and
 - b. employment of Indigenous Australians,
- in the delivery of the Services.
- 10.9.2 Purchasing from Indigenous enterprises may include engagement of an Indigenous enterprise as a subcontractor, and/or use of Indigenous suppliers in the Contractor's supply chain.
- 10.9.3 For the purpose of this clause, "Indigenous enterprise" means an organisation that is 50 per cent or more Indigenous owned that is operating a business.
- 10.9.4 If at any time during the Term the value of this Contract exceeds \$7.5 million (GST inclusive), this Contract may become subject to Indigenous participation requirements for the purposes of the Indigenous Procurement Policy where agreed in writing by both parties. In this case, the Contractor must:
- a. within 90 Business Days of the date from which the contract value exceeds \$7.5 million, develop an Indigenous Participation Plan that addresses:
 - (i) how the Contractor will meet the mandatory minimum Indigenous participation requirements of the Indigenous Procurement Policy;
 - (ii) the Contractor's current rates of Indigenous employment and Indigenous supplier use; and
 - (iii) the Contractor's commitment to Indigenous participation; and
 - b. submit the draft Indigenous Participation Plan to the Commonwealth for its review and approval.
- 10.9.5 Upon approval of the draft Indigenous Participation Plan by the Commonwealth, the Contractor must:
- a. comply with the Indigenous Participation Plan;
 - b. report against its compliance with the Indigenous Participation Plan quarterly during the Term; and
 - c. comply with any directions issued by the Commonwealth in relation to the Contractor's implementation of the Indigenous Participation Plan.

11 DISPUTES AND TERMINATION

11.1 Resolution of Disputes

- 11.1.1 If a dispute arising between the Commonwealth and the Contractor cannot be settled by negotiation (including negotiation between senior management of the parties) within 30 days, the parties may agree to use an alternative dispute resolution process to attempt to resolve the dispute.
- 11.1.2 The Contractor shall at all times during the dispute continue to fulfil its obligations under the Contract.

11.2 Termination Without Notice for Contractor Default

- 11.2.1 The Commonwealth may terminate the Contract by notice to the Contractor, if any of the following occurs:
- a. an Insolvency Event occurs in relation to the Contractor, except to the extent the exercise of a right under this clause 11.2.1a is prevented by law;
 - b. the Contractor commits a breach of the Contract that, in the Commonwealth's reasonable opinion, is not capable of being remedied;
 - c. an event occurs in respect of which the Contract provides that a notice of termination may be given;
 - d. the Contractor fails to take action to remedy a default by the Contractor of another obligation to be performed or observed under the Contract within 20 Working Days of being given notice in writing by the Commonwealth Representative to do so or, where action is taken within 20 Working Days, the Contractor fails to remedy the default within the period specified in the notice;
 - e. the Contractor breaches any of its obligations under clause 10.5; or
 - f. the Contractor fails to obtain or maintain any Authorisation required to enable it to comply with its obligations under the Contract, except to the extent that the failure was outside of the Contractor's reasonable control.
- 11.2.2 To avoid doubt, the Commonwealth is not required to provide prior notice of an exercise of its rights under clause 11.2.1.

11.3 Termination or Reduction for Convenience

- 11.3.1 In addition to any other rights it has under the Contract, the Commonwealth may at any time terminate the Contract or reduce the scope of the Contract for convenience, by notifying the Contractor in writing.
- 11.3.2 None of the other provisions of the Contract limit the Commonwealth's ability to terminate or reduce the scope of the Contract under this clause 11.3.
- 11.3.3 If the Contract is terminated or reduced under this clause 11.3, the Commonwealth's liability in respect of the termination or reduction is limited to:
- a. payments under the payment terms of the Contract for work performed before the date the termination or reduction takes effect; and
 - b. any reasonable costs incurred by the Contractor that are directly attributable to the termination or reduction,
- and then only when the Contractor substantiates these amounts to the satisfaction of the Commonwealth Representative. In particular, the Contractor shall not be entitled to profit calculated by reference to any period after the date of the termination or reduction takes effect.
- 11.3.4 The Contractor, in each Approved Subcontract, shall secure a right of termination and reduction and provisions for compensation functionally equivalent to this clause 11.3.

11.4 General Termination Provisions

- 11.4.1 If the Contract is terminated under this clause 11 or otherwise:
- a. the termination takes effect on the date of the notice of termination, or if the notice of termination specifies a later date, the later date;
 - b. the Contractor shall:

- (i) comply with the Phase-Out provisions in paragraph 16 of the SOW from the date specified to the Contractor by the Commonwealth;
 - (ii) subject to its ongoing obligations to deliver the Services during the Phase-Out Period in accordance with paragraph 12 of the SOW, stop work in accordance with the notice of termination;
 - (iii) comply with any directions given to the Contractor by the Commonwealth; and
 - (iv) mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination, including those arising from affected Subcontracts;
- c. the Contractor shall deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control or in the possession, power or control of Contractor Personnel, Subcontractor Personnel or Students that contain or relate to any Confidential Information or which are security classified;
 - d. the Contractor shall deliver to the Commonwealth the TD for Services produced prior to the date of termination, within 30 days of receipt of the notice of termination, or other period agreed by the parties;
 - e. subject to clause 11.6, the parties shall be relieved from future performance, without prejudice to:
 - (i) any right, or cause of action that has accrued at the date of termination; or
 - (ii) any amount owing under or in connection with the Contract as at the date of termination;
 - f. the Contractor shall deliver to the Commonwealth all Commonwealth Property (including Intellectual Property) that the Contractor or Contractor Personnel have in their possession in connection with the Contract; and
 - g. subject to clauses 8.3 and 11.3, the right to recover damages, including full contractual damages, shall not be affected.
- 11.4.2 The rights of the Commonwealth to terminate or reduce the scope of the Contract under clauses 11.2 and 11.3 are in addition to any other right or remedy the Commonwealth may have in relation to the Contract.

11.5 Right of Commonwealth to Recover Money

- 11.5.1 Without limiting the Commonwealth's rights or remedies under the Contract or at law, if the Commonwealth elects, in accordance with the Contract, to recover an amount from the Contractor or the Contractor otherwise owes any debt to the Commonwealth in relation to the Contract, the Commonwealth may:
- a. deduct the amount from payment of any claim; or
 - b. give the Contractor a notice of the existence of a debt recoverable which shall be paid by the Contractor within 30 days after receipt of notice.
- 11.5.2 If any sum of money owed to the Commonwealth is not received by its due date for payment, the Contractor shall pay to the Commonwealth interest at the ATO sourced General Interest Charge Rate current at the date the payment was due for each day the payment is late.

11.6 Survivorship

- 11.6.1 Any provision of the Contract which expressly or by implication from its nature is intended to survive the termination or expiration of the Contract and any rights arising on termination or expiration shall survive the termination or expiration of the Contract on its terms.
- 11.6.2 Without limiting clause 11.6.1, any provision dealing with Confidential Information, IP, Defence Security, Privacy, and any warranties, guarantees, licences, indemnities, liability caps, rights to recover money or financial and performance securities given under the Contract shall survive the termination or expiration of the Contract on its terms.

12 MEDIA COMMUNICATION

12.1 Public Announcements

- 12.1.1 The Contractor must not make any public announcement or other statement which refers to or is connected to the Contract, including on any matter related to the Services, without first consulting the Commonwealth Representative, except if prevented from doing so by law or the rules of any stock exchange or similar body on which the Contractor is listed. This clause do not apply to routine marketing activities promoting the Contractor's product or information that is public knowledge other than by breach of this clause.

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA

s47F



(signature)

Adnick Keane DGMLS

(print name and position)

29 Sep 21

(date)

In the presence of:

s47F



(signature of witness)

s47F



(print name of witness)

29 Sep 21

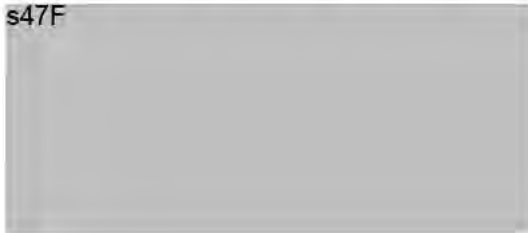
(date)

SIGNED for and on behalf of

THE UNIVERSITY OF ADELAIDE ABN 61 249 878 937

by a person who is duly authorised in that regard in the presence of:

s47F



Deputy Vice-Chancellor and Vice-President (Academic)

s47F



Signature of Witness

s47F



23.9.2021

Date

Date

23/9/2021

Date

Date

ATTACHMENT A

STATEMENT OF WORK - LTM3

1. INTRODUCTION

- 1.1 The Commonwealth requires the Contractor to provide Legal Education Services for the ADF's permanent and reserve legal officers.
- 1.2 The Commonwealth requires the Contractor to deliver Legal Training Module 3 (LTM3) in accordance with the Contract, including this Statement of Work.
- 1.3 LTM3 comprises of three intensive postgraduate subjects (as specified in clause 2.2.a of this Statement of Work - SOW) that are specifically tailored to the Commonwealth's requirements ('**Compulsory Units**') combined with other postgraduate elective subjects ('**Elective Units**').
- 1.4 The Commonwealth requires LTM3 to be delivered to Students in the following formats:
 - a. Graduate Diploma - comprising of three Compulsory Units that will result in the award of a Graduate Diploma or alternatively an academic qualification as determined by the Contractor, which may include a Graduate Certificate.
 - b. Master's Degree – comprising of three Compulsory Subjects and four (4) 6-unit Elective Units (or such other combination of Elective Units to amount to 24 units in areas as specified in clause 2.2.d of this SOW) that will result in the award of a Master's Degree.
- 1.5 Unless otherwise provided, all capitalised terms referred to in this Statement of Work have the meanings attributed to them in Attachment G (**Glossary**).

2. SERVICES

- 2.2 The Contractor must in accordance with the Contract:
 - a. deliver the following Compulsory Units annually online:
 - (i) Advanced Military Operations Law as a 6-unit subject;
 - (ii) Advanced Military Administrative Law as a 9-unit subject; and
 - (iii) Advanced Military Discipline Law as a 9-unit subject;
 - b. assess the academic performance of each Student;
 - c. administer the Program of Study and accredit the Compulsory Units and the Elective Units;
 - d. make available a range of Elective Units sufficient to meet the objectives of the Program of Study, covering the subject areas typical of the practice of military law as it is from time-to-time, including Elective Units covering emerging subject areas in the practice of military law and covering subject areas typical to service in the Australian Defence Force generally, such as in the areas of:
 - (i) strategy,
 - (ii) logistics,
 - (iii) project management,
 - (iv) international relations, and
 - (v) public administration;
 - e. deliver the Elective Units; and
 - f. make available all relevant facilities of the Contractor (including libraries and on-line access) to Students on the same basis that such facilities are made available to other students enrolled with the Contractor in Units similar to LTM3.

ATTACHMENT A

3. OBJECTIVES OF THE PROGRAM OF STUDY

- 3.1 The Contractor must ensure that the following two objectives of the Program of Study for LTM3 are achieved:
- a. through professional education, provide Students who successfully complete the three Compulsory Units sufficient depth of knowledge to provide legal advice within Defence in those subject areas at Competency Level 4 as specified in the Competency Standards for ADF Legal Officers set out in Attachment H to the Conditions of Contract; and
 - b. through professional education, provide Students who successfully complete Elective Units (in addition to the Compulsory Units) with a breadth of knowledge to meet the needs of Defence for legal advice in specialised subject areas.

ATTACHMENT A

DELIVERABLES

4.1 The Contractor is to provide the Deliverable Data Items as per Table 1 below.

Table 1: Deliverable Data Items

| No. | Data Item Title | Clause Ref SOW | Version | Delivery Schedule | C 'wealth period | C 'wealth Action Required | Comments |
|-----|-------------------------------------|---------------------|---------|--|----------------------|-------------------------------------|---|
| 1 | Phase-In period participation | 16 | N/A | 6 months prior to Operative Date (OD) | 6 months prior to OD | Participation, monitoring, approval | As per approved Phase-In Plan To be delivered at phase-in. |
| 2 | Phase-In Plan | 16 | Draft | Part of Tender response | by ED | | To be discussed, negotiated and agreements reached prior to contract signature. To be delivered at phase-in. |
| | | | Final | ED | 14 Days | Approval | Approved version to be added in COC Attachment H |
| | | | Updates | As needed. | 14 days | Approval | |
| 3 | Service Delivery Strategy | 5 to 12 (inclusive) | Draft | Part of Tender response | by ED | | To be discussed, negotiated and agreements reached prior to contract signature. |
| | | | Final | ED | 14 Days | Approval | To be delivered at phase-in. |
| | | | Updates | As needed. | 14 days | Approval | Approved version to be added in COC Attachment I |
| 4 | Course outline for Compulsory Units | 2.2 (a), 5 and 6 | Final | at least 10 weeks prior to start of the next Compulsory Unit | 14 days | Approval | Each Compulsory Unit must be at least 10 weeks between the completion of delivery of a |

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| No. | Data Item Title | Clause Ref SOW | Version | Delivery Schedule | C 'wealth period | C 'wealth Action Required | Comments |
|-----|--|------------------|------------------|---|------------------|---------------------------|--|
| | | | | | | | Compulsory Units and the start of the next Compulsory Unit. |
| 5 | Course outline for Elective Units | 2.2 (a), 5 and 7 | Final | (as early as possible) prior to the beginning of an academic year | 14 Days | Approval | List of relevant Elective Units to be delivered in the following academic year – to be delivered (as early as possible) prior to the beginning of an academic year |
| 6 | Student Assessments (both Compulsory Units and Elective Units) | 9 | Final | to the Cth - within 14 days from course completion | N/A | Records | If Assessment is at, or higher than, 'distinction (or equivalent) level – see clause 9.7 of SOW. |
| | | | | to Students – within 6 weeks from course completion | N/A | Records | |
| 7 | Learning Management Package (both Compulsory Units and Elective Units) | 10.2 | Final to the Cth | 30 Working days before commencement of the Unit | 14 days | Approval | Must address, among other things, updating the Learning Outcomes and, as necessary, the Unit materials, based on lessons learnt, a review of any additional material provided by the Commonwealth and any changes to the law (international and domestic, statute and case-law). |

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| No. | Data Item Title | Clause Ref SOW | Version | Delivery Schedule | C 'wealth period | C 'wealth Action Required | Comments |
|-----|--|------------------|-------------------|---|--------------------|---------------------------|---|
| 8 | Pre-reading material and list of required materials (both Compulsory Units and Elective Units) | 6.2, 7.6, 7.8 | Final to the Cth | to the Cth – 6 weeks prior to Course commencement | 14 days | Approval | Must include all required reading materials subject to paragraph 6.4 and paragraph 7.8 |
| | | | Final to Students | to Students – at least 4 weeks prior to course commencement | N/A | N/A | Nil |
| 9 | Australian Industry Capability (with Australian Industry Activities Schedule at Table E-1) | COC Attachment E | Draft | Part of Tender response | by ED | | To be discussed, negotiated and agreements reached prior to contract signature. |
| | | | Final Updates | ED As needed. | 14 Days 14 days | Approval Approval | To be delivered at phase-in. Approved version to be added in COC Attachment E |
| 10 | Delivery Plan for annual Program of Study (both Compulsory Units and Elective Units) | 5.1 (c) | Draft / Final | Annually, no later than 1 September of the preceding year. | 14 days | Approval | To be discussed, negotiated, finalised and approved prior commencement of next academic year. |

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| No. | Data Item Title | Clause Ref SOW | Version | Delivery Schedule | C 'wealth period | C 'wealth Action Required | Comments |
|-----|--|----------------|----------------------|--|----------------------|---------------------------|--|
| 11 | Confidential Information and Reporting | COC clause 8.2 | Final Updates | ED Each ED anniversary + 14 days | by ED 14 days | Approval | Approved version to be added in COC Attachment D Updates to Confidential Information and Reporting to be included in COC Attachment D |
| 12 | Fees / Payment Schedule | Attachment B | Final | ED | by ED | Approval | Approved version to be added tin COC Attachment B |
| 13 | Contract Material Rights Schedule | COC clause 4 | Final Updates | ED Each ED anniversary + 14 days | by ED 14 days | Approval | Approved version to be added as COC Attachment C Updates to Contract Material Rights to be included in COC Attachment C |
| 14 | Participate in meetings | 14 | N/A | bi-annual | N/A | Participate | As scheduled. Contractor to provide minutes of meeting within 10 days after the meeting (SOW clause 14.4). The Commonwealth may request amendments to the meeting (SOW clause 14.4) |
| 15 | Phase-Out Plan | 17 | Draft | 6 months prior to Contract expiry date or new expiry date if extension option/s exercised. | 10 Working Days | Review | Approved version to be added as COC Attachment J. Includes Transition-Out Plan for enrolled students (SOW clause 13) |

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| No. | Data Item Title | Clause Ref SOW | Version | Delivery Schedule | C 'wealth period | C 'wealth Action Required | Comments |
|-----|----------------------|----------------|---------|-------------------|------------------|---------------------------------|-------------------|
| | | | Final | Draft + 30 Days | | Approval | |
| 16 | Contract Execution | COC Schedule | N/A | | N/A | Compliance monitoring, approval | 28 September 2021 |
| 17 | Service Commencement | COC Schedule | N/A | Operative Date | N/A | Compliance monitoring, approval | 22 January 2022 |

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5. PROGRAM DELIVERY

5.1 The Contractor must:

- a. deliver the Compulsory Units;
- b. assess each Student's achievement of Learning Outcomes, and in the case of each Compulsory Unit, either concurrently with or promptly after delivery of the Compulsory Unit, complete the assessment no later than six (6) weeks after completion of delivery of the relevant Compulsory Unit (unless the Commonwealth otherwise agrees in writing where completion of delivery of a Compulsory Unit is the later of:
 - (i) the end of the Intensive Phase; or
 - (ii) the end of the period in which the Contractor formally delivers or presents Compulsory Unit materials to Students.
- c. in consultation with the Commonwealth, complete a Delivery Plan for the annual Program of Study (both Compulsory Units and Elective Units) no later than 1 September of the preceding year, and be responsible for the plan's implementation;
- d. ensure the maximum number of Students in any class for a Compulsory Unit is s47G unless otherwise requested by the Commonwealth and agreed by the Contractor; and
- e. ensure the minimum number of Students in any class for a Compulsory Unit is s47G unless otherwise requested by the Commonwealth and agreed by the Contractor.

5.2 No part of the delivery of the Program of Study may rely on access to a classified computer network without the prior written approval of the Commonwealth.

6. DELIVERY OF COMPULSORY UNITS

6.1 The Contractor must:

- a. deliver each Compulsory Unit every calendar year online, unless it is not commercially viable to the Commonwealth based on the minimum number of Students panelled to attend a Compulsory Unit under clause 5.1.e or as otherwise agreed by the Commonwealth for the Contractor not to deliver. Each Compulsory Unit must be at least 10 weeks between the completion of delivery of a Compulsory Unit (as that term is described in clause 5.1b) and the start of delivery of the next Compulsory Unit;
- b. deliver each Compulsory Unit by intensive, online tuition over five days, involving not less than 35 hours of instruction;
- c. augment each Compulsory Unit with additional modes of delivery (excluding residential tuition) as appropriate, in consultation with the Commonwealth, in order to efficiently and effectively meet the objective of the Program of Study;
- d. specifically augment Advanced Military Administrative Law and Advanced Military Discipline Law with additional modes of delivery (excluding residential tuition) and assessment as appropriate, in consultation with the Commonwealth, in order to efficiently and effectively meet the objective of the Program of Study and to ensure that each amounts to a 9-unit subject; and
- e. ensure that the Compulsory Units are taught at a level commensurate with the Competency Standards for ADF Legal Officers (set out in Attachment H to the COC) applicable to the relevant Students.

6.2 The Contractor must produce and disseminate pre-reading material to Students at least four weeks prior to the commencement of each Compulsory Unit, which must include all required reading materials, subject to clause 6.4.

6.3 On request from the Contractor and on agreement between the parties, the Commonwealth must facilitate participation by Defence members and civilians as presenters of a Compulsory Unit, subject to the pricing structure set out in Attachment B to the COC.

If a Defence member or civilian is used as a presenter of a Compulsory Unit, the Contractor is not responsible for the preparation of any reading material to be used by such personnel.

ATTACHMENT A**7. DELIVERY OF ELECTIVE UNITS**

- 7.1 The Contractor must provide the Elective Units at times and places designed to fit the needs of Students, with many classes conducted at times suitable for those in full-time employment, either outside business hours, or more commonly, in intensive mode.
- 7.2 The Contractor must augment Elective Units with additional modes of delivery as appropriate.
- 7.3 If requested by a Student, the Contractor must provide confirmation or otherwise (within a reasonable period prior to commencement of the relevant Elective Unit) of its willingness to accredit, as an Elective Unit, proposed study to be undertaken by a Student with another training provider and must provide an easily accessible process for seeking such confirmation. Any such decision to accredit must be in accordance with the Contractor's usual accreditation process.
- 7.4 The Contractor must, as early as possible, prior to the beginning of an academic year, provide the Commonwealth, with a list of relevant Elective Units that it intends to deliver in the following academic year.
- 7.5 The Commonwealth may request the Contractor to develop new Elective Units, either independently, with assistance from Defence, or in conjunction with another training provider, or a combination thereof. If the Commonwealth makes such a request, the parties must negotiate in good faith in respect of the pricing to be applied to such Units, based on pricing included in the Contract for the provision of existing Elective Units.
- 7.6 The Contractor must produce and disseminate pre-reading material to Students at least four weeks prior to the commencement of each Elective Unit which must include all required reading materials, subject to clause 7.8.
- 7.7 On request from the Contractor and following agreement by the Commonwealth, the Commonwealth may facilitate participation by Defence members and civilians as presenters of an Elective Unit, subject to the fee structure shown in Attachment B, provided that at least one of its Students is enrolled in the Elective Unit.
- 7.8 If a Defence member or civilian is used as a presenter of an Elective Unit, the Contractor is not responsible for the preparation of any reading material by such personnel.

8. ACCOMMODATION, MEALS AND TRANSPORT

- 8.1 Where the Elective Unit is delivered at the Contractor's campus, upon request of the Commonwealth the Contractor shall arrange accommodation and meals (the accommodation and meals shall be at the Commonwealth's expense).
- 8.2 The Contractor is not responsible for arranging or funding of transport of Students from their home location to the accommodation at the beginning of each Intensive Phase.

9. ASSESSMENT

- 9.1 The Contractor must conduct an assessment of each Student undertaking a Compulsory or Elective Unit in accordance with clause 5.1b.
- 9.2 The Contractor must include the form of Student assessment for each Compulsory Unit as part of the Learning Management Package for each Compulsory Unit.
- a. The Contractor will submit assessment tasks to the Commonwealth for vetting for relevance, authenticity and appropriateness six weeks prior to the first day of intensive instruction.
 - b. The Contractor may seek amendments from the Commonwealth in writing to previously agreed assessment tasks.
- 9.3 Forms of assessment tasks may include (among others):
- a. unsupervised take-home weekend examination;
 - b. oral performance;
 - c. essay;

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- d. intensive, supervised, open-book examination;
- e. short pieces of work such as case notes and reviews of journal articles; or
- f. group work.

9.4 For both Compulsory and Elective Units, Students must be given four weeks advance notice of the method of assessment concurrently with dissemination of pre-reading material.

9.5 Assessment of Elective Units must be in accordance with the Contractor's usual assessment methodology for Elective Units.

9.6 The Contractor must not grant an extension to a Student, including upon request from a Student, in relation to the due date for a piece of assessment for a Compulsory Unit or Elective Unit without first consulting and seeking the Commonwealth's consent in writing via email.

9.7 If the Contractor assesses a piece of assessment submitted by a Student undertaking a Compulsory or Elective Unit as being at, or higher than, "distinction" (or equivalent) level, the Contractor must provide the Commonwealth with a copy of the assessment within two weeks after the student has been notified of their result.

10. PROGRAM MAINTENANCE

10.1 The Contractor must maintain the currency of the Core Material and ensure that its content remains relevant to the needs of Defence (in accordance with SOW clause 3 above) and correct at law.

10.2 The Contractor must develop a Learning Management Package for each Unit. The Learning Management Package for a Unit must be provided to the Commonwealth thirty (30) Working Days before the Commencement of the Unit. 10.3 The maintenance of the Learning Management Package must address, among other things, updating the Learning Outcomes and, as necessary, the Unit materials, based on lessons learnt, a review of any additional material provided by the Commonwealth and any changes to the law (international and domestic, statute and case-law).

10.3 The Commonwealth Representative (or his or her delegate) may attend the Intensive Phase of each Compulsory Unit and liaise with the Compulsory Unit Coordinator prior to, during and after the Intensive Phase. The Contractor must provide the Commonwealth Representative (or his or her delegate) with accommodation, meals and transport on the same basis (including pricing) as they are provided to the Students.

10.4 The Compulsory Unit Coordinator must complete a brief review of the delivery of the Compulsory Unit (including, where applicable, accommodation, meals and transport), and where applicable in consultation with Commonwealth Representative (or his or her delegate), within three weeks after assessment results for the Compulsory Unit are disseminated to Students and drawing upon Student feedback. The Contractor must submit the report to the Commonwealth.

10.5 The objective of each such review is to ensure the regular updating and improvement of the Compulsory Units, taking into account their continuing suitability in meeting the requirements of Defence, Students, the legal profession and the Contractor.

11. PROGRAM ADMINISTRATION

11.1 The Contractor must utilise its administrative support to administer all aspects of the Program of Study and the relationship between the Students and the Contractor, unless such administration is expressly a matter for Defence under the COC or this SOW. This includes:

- a. administering the enrolment;
- b. time-tabling and examination procedures;
- c. ensuring that each Student meets the academic prerequisites for each Compulsory Unit; and
- d. ensuring Compulsory Units are programmed in accordance with clause 6.1.

11.2 For the avoidance of doubt, the Contractor must permit only Students panelled by the Military Law Centre acting on behalf of the Commonwealth to enrol in Compulsory Units. Once

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panelled, the Commonwealth will provide a list of the Students to the Contractor no later than two weeks prior to commencement of the unit.

12. UNIT ACCREDITATION – AWARDS

- 12.1 Compulsory and Elective Units are to be accredited at the tertiary postgraduate level and have a high standard of national and international recognition.
- 12.2 The Contractor must, as part of the delivery of Services, provide a total number of Compulsory and Elective Units required for award for the:
- a. Graduate Diploma of Military Law or alternatively a Graduate Certificate of Military Law, and
 - b. Master of Military Law or Master of Laws by coursework, must be in accordance with the Australian Qualifications Framework (as amended from time to time) and clause 2.

13. TRANSITION OF STUDENTS

- 13.1 On the termination or expiry of the Contract, the Contractor must permit Students who have completed more than 50% of the Program of Study with the Contractor to continue until either completion of the relevant Program of Study or the Commonwealth notifies the Contractor that the Commonwealth is no longer funding the Student.
- 13.2 The Contractor must develop, in conjunction with the Commonwealth, a transition out plan for any Students enrolled with the Contractor at the expiration or termination of the Contract.
- 13.3 The Contractor shall implement the transition-out plan for any such Students in accordance with the Phase-Out Plan.

14. MEETINGS

- 14.1 The Contractor must attend a LTM3 contract management meeting with the Commonwealth on a bi-annual basis or as required for urgent matters.
- 14.2 The Commonwealth must provide the Contractor with ten (10) Working Days' written notice of a LTM3 contract management meeting, except for urgent meetings in which case the Contractor must attend at the time specified by the Commonwealth.
- 14.3 LTM3 contract management meetings will be held at the Contractor's premises unless otherwise notified by the Commonwealth.
- 14.4 The Contractor must take minutes of all LTM3 contract management meetings. The Contractor must provide a copy of the minutes of a LTM3 contract management meeting to the Commonwealth within ten (10) Working Days after the meeting. The Commonwealth may request that amendments be made to the minutes.
- 14.5 LTM3 contract management meetings may be conducted in person, by telephone, by video-conference or by any other electronic means as agreed between the parties.

15. KEY PERSONS

- 15.1 The Key Persons identified for the performance of the Contract are specified in column 1 of Table 1 under clause 15.2 below.
- 15.2 In the performance of the Services, the Key Personnel will be organised into the following teaching teams with roles and extent of involvement as shown:

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Table 1: Personnel Identified for the Performance of the Contract

| Key Persons | University Affiliation (if applicable) | Relevant Knowledge and Experience |
|------------------------|---|--|
| s47F | University of Adelaide | Administrative law research and teaching |
| | | Practising barrister and advocacy teacher |
| | University of Adelaide | Criminal law research and teaching |
| | | Criminal law research and teaching |
| | University of Adelaide | Administrative law research and teaching |
| | University of Adelaide | Senior criminal law research and teaching |
| | ANU | Widely experienced ADF lawyer |
| | | Widely experienced ADF lawyer, operations law research and teaching |
| | University of Wollongong | Widely experienced ADF lawyer, operations law research and teaching |
| | University of Adelaide | International law research and teaching |
| | | Criminal law research and teaching |
| | | Experienced ADF lawyer, senior international law research and teaching |
| | | Practising barrister and senior advocacy teacher |
| | University of Adelaide | Very senior ADF lawyer, operations law research and teaching |
| | | Widely experienced ADF lawyer, operations law research and teaching |
| | University of Adelaide | Senior academic manager |
| | Criminal law research and teaching | |
| University of Adelaide | International law research and teaching | |

15.3 In the performance of the Services, the Key Personnel will be organised into the following teaching teams with roles and extent of involvement as shown:

| | | |
|------------------------------|--------------------|------|
| Military Operations Team | Convenor Pool | s47F |
| | Other Contributors | |
| Military Discipline Team | Convenor Pool | |
| | Other Contributors | |
| Military Administrative Team | Convenor Pool | |
| | Other Contributors | |

15.4 The roles of Key Personnel for a particular format of all Compulsory and Elective Units will be the subject of liaison and agreement with the Commonwealth.

ATTACHMENT A**16. PHASE-IN**

- 16.1 The Contractor will be required to perform obligations during the period between the Effective Date (ED) and the Operative Date (OD) including where the OD is amended in accordance with clause 1.4 of the COC (the 'Phase-In Period').
- 16.2 The objectives of the Phase-In Period are:
- a. to prepare for and undertake the activities, including Phase-In activities, necessary to enable, as applicable, the orderly transition of the Services to the Contractor in an efficient and timely manner;
 - b. to prepare the Contractor's organisation to achieve ongoing compliance with the Contract, applicable Laws, and Commonwealth policy prior to Operative Date;
 - c. to minimise the risk, including cost risk, of transition into Service for the Commonwealth and the Contractor; and
 - d. to ensure a smooth Phase-In Period with minimum disruption to Services and a minimum impact on the learning experience of affected Students.
- 16.3 The Commonwealth shall meet its obligations under the Approved Phase-In Plan.
- 16.4 The Contractor shall conduct Phase-In activities in accordance with the Approved Phase-In Plan and clause 1.4 of the COC. In addition to those Phase-In activities identified within the Approved Phase-In Plan, the Contractor shall:
- a. perform all necessary activities required to meet the requirements of Operative Date in accordance with clause 1.4 of the COC;
 - b. perform all necessary activities required to achieve all Milestones by the relevant Milestone Dates in Attachment B;
 - c. perform all necessary activities required to attain Commonwealth Approval of all Deliverable Data Items identified in the table under clause 4.1 of this SOW;
 - d. attend all Contract Management meetings during the Phase-In Period, unless notified by the Commonwealth Representative;
 - e. provide monthly progress reports to the CMC on the Contractor's progress against the Approved Phase-In Plan; and
 - f. perform all other activities necessary in order to meet the objectives of Phase-In Period in accordance with clause 16.2 of this SOW.
- 16.5 In addition to any rights the Commonwealth has under the COC and this SOW, the Commonwealth Representative may issue a notice to if the Contractor if it fails to achieve performance in the Phase-In Period to the levels required under the Contract.
- 16.6 If the Contractor receives a notice from the Commonwealth Representative under clause 16.5, the Contractor shall advise the Commonwealth Representative in writing as soon as reasonably practicable of the measures proposed to achieve the levels of performance required of the Phase-In Period. The Contractor's advice shall reflect the measures necessary (including as agreed with the Commonwealth Representative) to re-establish progress in subsequent Phase-In Period progress reports until the end of Phase-In Period.

17. PHASE-OUT

- 17.1 The final year of the Contract Term (or the final year of any extended Term) shall be the Phase-Out Period, including where extended in accordance with clause 1.3 of the COC or where terminated in accordance with clause 11 of the COC (including any reductions in scope as applicable).
- 17.2 The objectives of the Phase-Out Period are:

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- a. to prepare for and undertake the activities, including Phase-Out Period activities, necessary to enable, as applicable, the orderly transition of the Services being phased out to the Commonwealth or another provider appointed by the Commonwealth in an efficient and timely manner;
 - b. to engender cooperation at all levels between the Commonwealth and the Contractor;
 - c. to achieve ongoing compliance with the Contract, applicable Laws, and Commonwealth policy during the Phase-Out Period;
 - d. to ensure the Contractor's performance of all Phase-Out Period activities is transparent, auditable and continues to provide value for money;
 - e. to minimise the risk, including cost risk, of the Phase-Out Period for the Commonwealth and the Contractor; and
 - f. to ensure a smooth Phase-Out Period with minimum disruption to Services and a minimum impact on the learning experience of affected Students.
- 17.3 During the Phase-Out Period the Contractor shall:
- a. provide the Transition-out plan for students enrolled at the expiration of the contract and in accordance with clause 13.
 - b. provide the Services being phased out in accordance with the Contract and in a manner that:
 - (i) minimises the impact on the Services delivered in accordance with the SOW (including the impact to any Students); and
 - (ii) minimises the financial impact to the Commonwealth and any new service provider;
 - c. conduct Phase-Out Period activities in accordance with the Approved Phase-Out Plan;
 - d. cooperate with the Commonwealth and with any incoming provider to ensure there is no shortfall in the provision of Services to the Commonwealth;
 - e. maintain a Phase-Out Register that tracks the Contractor's progress against the Phase-Out Period activities in the Approved Phase-Out Plan
 - f. attend any Contract Management meeting scheduled during the Phase-Out Period, unless otherwise notified by the Commonwealth Representative;
 - g. provide monthly progress reports to the Commonwealth Representative on the Contractor's progress against the Approved Phase-Out Plan; and
 - h. perform all other activities necessary in order to meet the objectives of Phase-Out Period in accordance with clause 17.2 of this SOW.
- 17.4 In addition to any rights the Commonwealth has under the COC and this SOW, the Commonwealth Representative may issue a notice to if the Contractor if it fails to achieve performance in the Phase-Out Period to the levels required under the Contract.
- 17.5 If the Contractor receives a notice from the Commonwealth Representative under clause 17.4, the Contractor shall advise the Commonwealth Representative in writing as soon as reasonably practicable of the measures proposed to achieve the levels of performance required of the Phase-Out Period. The Contractor's advice shall reflect the measures necessary (including as agreed with the Commonwealth Representative) to re-establish progress in subsequent Phase-Out Period progress reports until the end of Phase-Out Period.
- 18. HANDOVER RESPONSIBILITIES**
- 18.1 The Contractor agrees to assume full responsibility for the provision of Services under the Contract from the Effective Date.

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- 18.2 The Contractor and the Commonwealth shall work co-operatively and collaboratively on and from the Effective Date, including participating in any handover activities with the outgoing contractor and its subcontractors.

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ATTACHMENT B

PAYMENT

1. PRICE AND PAYMENT

- 1.1 This Attachment B specifies the amounts payable to the Contractor for the provision of the Services in accordance with the Contract.
- 1.2 The obligations of the Commonwealth under this Attachment B are subject to:
 - a. The Contractor making a claim for payment in accordance with clause 5.3 of the COC; and
 - b. The other provisions of the Contract.
- 1.3 Except where expressly indicated to the contrary, the amounts set out in or calculated under this Attachment B are inclusive of all cost and other payments associated with the provision of the relevant Services in accordance with the Contract.

2. TRANSITION-IN MILESTONE PAYMENTS

- 2.1 The following Table 1 sets out the Milestone Payments due to the Contractor on agreed completion of each Milestone.

Table 1: Milestone Payments

| Milestones | \$ Total Milestone Payment (Ex GST) | \$ Total Milestone Payment (Inc GST) |
|------------------------|--|---|
| Effective Date | s47G | |
| Receipt of Draft Plans | | |
| Receipt of Final Plans | | |

3. EDUCATION SERVICES

- 3.1 The following Table 2 sets out the amounts payable to the Contractor for the delivery of the Compulsory Units subjects and the Elective Units subjects for the seven year period of the contract.

Table 2: Compulsory/Elective Units Subjects

| Compulsory/Elective Subjects | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
|--|------|------|------|------|------|------|------|
| Advanced Military Operations Law - 6 Units - \$ price per student (ex GST) | s47G | | | | | | |
| Advanced Military Administrative Law - 9 Units - \$ price per Student (ex GST) | | | | | | | |
| Advanced Military Discipline Law - 9 Units - \$ price per Student (ex GST) | | | | | | | |
| Elective Subjects - 6 Units - \$ price per Student (ex GST) | | | | | | | |

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4. OTHER COSTS

- 4.1 The 'Student Services and Amenities fee', as defined in Attachment G – Glossary is payable to the Contractor for each year a student is enrolled in the LTM3 program.
- 4.2 The Contractor is permitted to charge students a Student Services and Amenities fee of up to the amount set by the Commonwealth each year. The fee is set at \$313 per student in 2021. This maximum will be indexed each year. Students studying on a part-time basis cannot be charged more than 75% of the maximum amount that students studying on a full-time basis are charged.

5. REIMBURSABLE EXPENSES

- 5.1 The following expenses shall be reimbursed to the Contractor under the Contract. Where the Commonwealth has provided its prior consent, the Contractor shall be entitled to reimbursement for travel, accommodation and living expenses up to the Defence travelling allowance rates which have been adjusted to include an element for GST. All claims for such reimbursement shall be submitted on a valid tax invoice showing the GST exclusive price, with GST then being charged on the total amount. The total GST inclusive claim for such reimbursement shall not exceed that of the total allowable Defence travelling allowances. As an alternative to reimbursement of such expenses, and at the discretion of the Commonwealth, the Commonwealth may undertake to arrange travel and accommodation required by the Contractor for the purposes of the Contract. The Contractor shall promptly supply all necessary information required by the Commonwealth to make these arrangements.
- 5.2 If the Contractor is required to travel under the Contract, the hours spent travelling are not billable work hours, and the maximum allowable billable hours for each day shall be eight hours (a standard work day). Time spent travelling for work under the Contract does not constitute a reimbursable expense.
- 5.3 If requested by the Commonwealth Representative, the Contractor shall provide satisfactory evidence to substantiate any specified claim for reimbursement prior to any payment of the related claim.

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ATTACHMENT C

GOVERNMENT FURNISHED MATERIAL AND CONTRACT MATERIAL SCHEDULE

| Item Number | Description of GFM or Contract Material | IP Ownership and Licensing |
|-------------|--|--|
| 1 | <p>GFM - materials provided by the Commonwealth to the Contractor in relation to LTM3 Compulsory Units, such as but not limited to:</p> <ul style="list-style-type: none"> • course objectives and course outcomes • course design plans • course outlines • list of pre-reading and required materials • curriculum plans • teaching materials | <p>Ownership by the Commonwealth.</p> <p>The Commonwealth grants the Contractor a licence in accordance with clause 4.3 of the COC over course objectives, course outcomes, course design plans, Course Outlined, List of pre-reading, teaching materials and required material and curriculum plans that it provides to the Contractor under this Contract.</p> |
| 2 | <p>GFM - materials provided by the Commonwealth to the Contractor in relation to LTM3 Elective Units, such as but not limited to:</p> <ul style="list-style-type: none"> • course objectives and course outcomes • course design plans • course outlines • list of pre-reading and required materials | <p>Owned or used under licence by the Commonwealth.</p> <p>The Commonwealth grants the Contractor a sub-licence to Use for educational reference materials only and for the purposes of performing the Services.</p> |

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Australian Defence Force Legal Education Services (ADF-LES) Contract

ATTACHMENT C

| Item Number | Description of GFM or Contract Material | IP Ownership and Licensing |
|-------------|---|--|
| | <ul style="list-style-type: none"> • curriculum plans • teaching materials | |
| 3 | <p>Contract Material - All materials generated by the Contractor for LTM3 Compulsory Units under the resultant Contract (including the SOW), such as but not limited to:</p> <ul style="list-style-type: none"> • course objectives and course outcomes • course design plans • course outlines • list of pre-reading and required materials • curriculum plans • teaching materials | <p>Ownership by the Commonwealth.</p> <p>"In accordance with clause 4.3 of the COC, the Commonwealth grants the Contractor a licence to use all Contract Material in LTM3 Compulsory Units that is generated by the Contractor for including Course Objectives, Course Outcomes, Course Outlines, Course Design Plans, List of pre-reading and required materials, Curriculum Plans and teaching materials for LTM3 Compulsory Units that the Contractor develops and the Commonwealth owns in accordance with the Contract.</p> |
| 4 | <p>Contract Material - materials generated by the Contractor for LTM3 Elective Units under the Contract <u>that are not</u> developed under clause 7.5 of the SOW, such as but not limited to:</p> <ul style="list-style-type: none"> • course objectives and course outcomes • course design plans • course outlines | <p>Ownership by the Contractor.</p> <p>The Contractor grants the Commonwealth a Licence in accordance with clause 4.2 of the COC over Course Objectives, Course Outcomes, Course Outlines, Course Design Plans, List of pre-reading, teaching materials any required materials for LTM Elective Units as developed by the Contractor and provided to the Commonwealth under this Contract.</p> |

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| Item Number | Description of GFM or Contract Material | IP Ownership and Licensing |
|-------------|---|---|
| | <ul style="list-style-type: none"> • list of pre-reading and required materials • curriculum plans • teaching materials | |
| 4A | <p>Contract Material - materials generated by the Contractor for LTM3 Elective Units strictly in accordance with clause 7.5 of the SOW including but not limited to:</p> <ul style="list-style-type: none"> • course objectives and course outcomes • course design plans • course outlines • list of pre-reading and required materials • curriculum plans • teaching materials | <p>Owned by the Commonwealth</p> <p>In accordance with clause 4.3 of the COC, the Commonwealth grants the Contractor a licence to use all Contract Material in LTM3 Elective Units that is generated by the Contractor in accordance with clause 7.5 of the SOW including over Course Objectives, Course Outcomes, Course Outlines, Course Design Plans, List of pre-reading, teaching materials and required materials and Curriculum Plans for LTM3 Elective Units created in accordance with clause 7.5 of the SOW .</p> |
| 5 | <p>GFM - Curriculum Plans for:</p> <ul style="list-style-type: none"> • LTM3 Graduate Certificate • LTM3 Graduate Diploma • LTM3 Master's Degree | <p>Owned by the Commonwealth.</p> <p>The Commonwealth grants the Contractor a licence in accordance with clause 4.3 of the COC over Curriculum Plans that it provides to the Contractor under this Contract.</p> |

ATTACHMENT C

| Item Number | Description of GFM or Contract Material | IP Ownership and Licensing |
|-------------|---|---|
| 6 | GFM - Commonwealth developed teaching materials in relation to both LTM3 Compulsory Units and Elective Units , including Elective Units developed under clause 7.5 of the SOW | Owned by or licensed to the Commonwealth. The Commonwealth grants a licence in accordance with clause 4.3 of the COC over all Commonwealth developed teaching materials provided to the Contractor under this Contract. |
| 8 | GFM and Contract Material - teaching materials developed collaboratively by the Commonwealth and Contractor in relation to LTM3 Compulsory Units and Elective Units , including Elective Units developed in accordance with clause 7.5 of the SOW | Each party shall own Teaching Material that it creates when working collaboratively: a) GFM - materials provided by the Commonwealth in such collaborations are Commonwealth teaching materials and licensed to the Contractor in accordance with clause 4.3 of the COC; and b) Contract Material - materials created by the Contractor in such collaborations are Contractor teaching materials and are licensed to the Commonwealth in accordance with clause 4.2 of the COC. |
| 9 | Scholarly Works | Copyright in Scholarly Works are owned by the individual academics who author the Scholarly Works. The Contractor grants (and must procure all necessary rights to grant) the Commonwealth a Licence for Students and Commonwealth personnel to use and electronically store copies of Scholarly Works provided under this Contract and provides the warranties under the COC in relation to this Licence. |
| 10 | GFM - Student Administration Services Material developed in accordance with the COC and clause 11 of the SOW. | The Commonwealth owns the Student Administration Services Material and grants a Licence to the Contractor over the Student Administration Services Material in accordance with clause 4.3 of the COC. |

ATTACHMENT C

| Item Number | Description of GFM or Contract Material | IP Ownership and Licensing |
|-------------|--|--|
| 11 | <p>Contract Materials - Plans</p> <ul style="list-style-type: none"> • Delivery Plan for annual Program of Study (both Compulsory Units and Elective Units) in accordance with paragraph 5.1(c) of the SOW • Australian Industry Capability Plan including Indigenous Participation Plan • Phase-in Plan in accordance with clause 9.4 of the SOW • Phase-Out Plan in accordance with clause 17 of the SOW | <p>The Contractor owns the Plans and grants a Licence to the Commonwealth over the Plans in accordance with clause 4.2 of the COC.</p> |

ATTACHMENT D

NOT USED

ATTACHMENT E

AUSTRALIAN INDUSTRY CAPABILITY PLAN

1 AIC REQUIREMENTS

1.1 AIC Schedule

Australian Industry Participation Plan

The Contractor will provide Legal Education Services for the ADF's permanent and reserve legal officers under this Contract predominantly by using its Adelaide-based Australian workforce.

There will be opportunities for casual teaching contributions to compulsory and elective units for Australians with appropriate expertise.

There may be limited opportunities for casual teaching of elective courses for non-Australian casual staff with appropriate expertise.

Opportunities for Australian industry involvement

The provision of services will primarily be delivered by the Contractor. To the extent that any external goods or services are procured (for example, for travel and accommodation, meals etc.), it will be the policy of the Contractor to buy Australian wherever practicable. (Any travel and accommodation will be governed by the Contractor's [Travel and Entertainment Policy and Procedures](#) as amended.)

| List of goods and services to be procured for the project and the expected opportunity for industry participation | Opportunities for Australian suppliers | Opportunities for overseas suppliers |
|---|--|--------------------------------------|
| Travel and accommodation | Yes | No |
| Meals | Yes | No |

Australian Industry Capability Schedule

This provision of services will primarily be delivered by the Contractor. Continued contractual arrangements will be with the providers as outlined in the table below.

| Australian Entity Name | ACN or ABN | Activity | Location | SME | Indigenous enterprise | Veterans Employment Commitment |
|-----------------------------|----------------|----------|----------|-----|-----------------------|--------------------------------|
| University of Adelaide Club | 81 063 097 860 | Catering | Adelaide | Yes | No | No |
| FCM Travel Solutions | 20 003 279 534 | Travel | Brisbane | No | No | No |

ASDEFCON (Services)

OFFICIAL

PART 2

ATTACHMENT F

NOT USED

OFFICIAL

OFFICIAL

ATTACHMENT G

GLOSSARY

1. ACRONYMS AND ABBREVIATIONS

| Abbreviation | Description |
|---------------------|---|
| ABN | Australian Business Number |
| ACM | Asbestos Containing Material |
| ACN | Australian Company Number |
| ADF | Australian Defence Force |
| ADF-LES | Australian Defence Force – Legal Education Services |
| AIA | Australian Industry Activity |
| AIAS | Australian Industry Activity Schedule |
| AIC | Australian Industry Capability |
| ARBN | Australian Registered Business Number |
| ANU | Australian National University |
| ANZ | Australia and New Zealand |
| ATO | Australian Taxation Office |
| CASG | Capability Acquisition and Sustainment Group |
| CCP | Contract Change Proposal |
| CMCA | Contractor Managed Commonwealth Assets |
| CMR | Contract Material Rights |
| COC | Conditions Of Contract |
| COMSEC | Communications Security |
| COT | Conditions of Tender |
| CPRs | Commonwealth Procurement Rules – 14 December 2020 |
| DI(G) | Defence Instruction (General) |
| DIADMINPOL | Defence Instruction Administrative Policy |
| DISP | Defence Industry Security Program |
| DPI | Departmental Personnel Instruction |
| DSPF | Defence Security Principles Framework |
| ED | Effective Date |
| GFD | Government Furnished Data |
| GFE | Government Furnished Equipment |
| GFI | Government Furnished Information |
| GFM | Government Furnished Material |
| GST | Australian Goods and Services Tax |
| HSEF | Higher Education Standards Framework |
| ICT | Information and Communications Technology |

ATTACHMENT G

| Abbreviation | Description |
|--------------|---|
| ILS | Integrated Logistics Support |
| IP | Intellectual Property |
| IPP | Australian Government Indigenous Procurement Policy |
| LLM | Master of Laws |
| LTM3 | Legal Training Module 3 |
| MLC | Military Law Centre |
| MMR | Mandatory Minimum Requirements |
| NZBN | New Zealand Business Number |
| NZCN | New Zealand Company Number |
| OD | Operative Date |
| SDS | Safety Data Sheet |
| SOW | Statement of Work |
| STR | Statement of Tax Record |
| TD | Technical Data |
| WHS | Work Health and Safety |

2. DEFINITIONS

| Term | Definition |
|------------------------------|--|
| Approval | means the act of the Commonwealth Representative approving, in writing, a CCP, quote, claim, proposal or a particular course of action as a basis for further work under the Contract. Approval in either case does not constitute Acceptance; and 'Approve' and 'Approved' have a corresponding meaning. |
| Asbestos Containing Material | has the meaning given in sub regulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth). |
| Australian Industry | means: a. Australian business entities that perform work in Australia with Australian-based employees and have an Australian Business Number (ABN); and b. New Zealand business entities that perform work in New Zealand with New Zealand-based employees (consistent with the Closer Economic Relationship agreement between Australia and New Zealand) and have a New Zealand Business Number (NZBN). Australian Industry includes subsidiaries of overseas companies (e.g., equipment manufacturers) based in Australia or New Zealand, that meet the above criteria. |
| Australian Industry Activity | means an activity required to be undertaken by ANZ industry as set out in Attachment E. |
| Authorised Representative | means a person who is delegated a function or authorised to carry out a function on behalf of the Commonwealth Representative in accordance with the Contract. |

ATTACHMENT G

| Term | Definition |
|-------------------------------|---|
| Australian Privacy Principles | has the same meaning as in the <i>Privacy Act 1988</i> (Cth). |
| Authorisation | means a licence, accreditation, permit, registration, regulatory approval or other documented authority (however described), required by law and necessary for the provision of the Services. |
| Circuit Layout | means a circuit layout that is protected under the <i>Circuit Layouts Act 1989</i> (Cth) or the corresponding laws of any other jurisdiction. |
| CASG Cost Principles | These Cost Principles provide a framework to deliver greater understanding and clarity regarding how costs may be attributed to the Department of Defence contracts. The Cost Principles as established by the Capability Acquisition & Sustainment Group (CASG) are applied within the overarching framework of Commonwealth legislative and policy requirements including: a) the <i>Public Governance, Performance & Accountability Act 2013</i> (PGPA Act), which provides the framework for the proper management of public money and public property by the Executive arm of the Commonwealth; and b) the CPRs (2019) with a core rule of achieving value for money with procurements which should: • encourage competition and be non-discriminatory; • ensure the spending represents an efficient, effective, economical and ethical use of public resources (s23 of the PGPA Act); • facilitate accountable and transparent decision making; • encourage appropriate engagement with risk; and • be commensurate with the scale, scope and risk of the procurement. |
| Claim | means a claim, demand, suit or proceeding of any kind, including by way of court proceedings, proceedings in the nature of arbitration, mediation or other methods of dispute resolution and administrative claims and proceedings (whether or not before a tribunal). |
| Commonwealth Contractor | means a person (other than the Contractor or a Subcontractor) engaged by the Commonwealth to provide goods or services to the Commonwealth. |
| Commonwealth Default | means a Default by the Commonwealth, a Commonwealth Officer or a Commonwealth Contractor. |
| Commonwealth Officer | means any of the following: a. a Minister of State for the Commonwealth; b. a person employed or engaged under the <i>Public Service Act 1999</i> (Cth) or the <i>Members of Parliament (Staff) Act 1984</i> (Cth); c. a person who is included in Defence Personnel; and d. a member of the Australian Federal Police. |
| Commonwealth Personnel | means any Commonwealth Officers, Defence Personnel and any other agents of the Commonwealth. |
| Commonwealth Premises | means any of the following that is owned, leased, occupied or operated by the Commonwealth: a. an area of land or any other place (whether or not it is enclosed or built on); b. a building or other structure; and c. a vehicle, a vessel (including a submarine) or an aircraft. |

ATTACHMENT G

| Term | Definition |
|--|---|
| Commonwealth Property | means property of any kind (including GFM) owned or leased by, or in the possession of, the Commonwealth. |
| Commonwealth Representative | means the person so named on the Details Schedule or any other person appointed as Commonwealth Representative. |
| Commonwealth Service Provider | means a person (including an officer or employee of the person) engaged to perform a function, or discharge a duty, of the Commonwealth, including a person engaged to provide: <ul style="list-style-type: none"> a. professional, administrative, contract management or project management services to Defence; or b. technical management or assurance services, including verification and validation, safety, certification, security or capability development. |
| Compulsory Unit | means the three (3) units designated as compulsory by LOSOCS for legal officers to undertake as part of LTM3 – specifically “Advanced Military Administrative Law”, ‘Advanced Military Discipline Law’ and ‘Advanced Military Operations Law’ |
| Confidential Information | means information (whether or not owned by the Commonwealth) that meets all of the following criteria: <ul style="list-style-type: none"> a. is specifically identified at Attachment D; b. is commercially sensitive (not generally known or ascertainable); c. the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and d. was provided with an express or implied understanding that it would remain confidential; but does not include information which: <ul style="list-style-type: none"> e. is or becomes public knowledge other than by breach of the Contract; f. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or g. has been independently developed or acquired by the receiving party. |
| Contract | means the COC (including the Details Schedule), the Attachments including the SOW, and any document expressly incorporated as part of the Contract. |
| Contract Material | means information, including Technical Data or Software, reduced to a material form (whether stored electronically or otherwise) that is delivered or required to be delivered to the Commonwealth under the Contract. |
| Contract Price | means the amount set out in Attachment B. |
| Contractor Default | means a Default in relation to the Contract by the Contractor or Contractor Personnel. |
| Contractor Managed Commonwealth Assets | means any item of Commonwealth Property subject to inventory and stock control that is in the care, custody or control of the Contractor or Contractor Personnel for the purposes of the Contract. |
| Contractor Personnel | means each of the following: <ul style="list-style-type: none"> a. an employee, officers or agent of the Contractor; b. a Subcontractor; and c. an employee, officers or agent of a Subcontractor. |

ATTACHMENT G

| Term | Definition |
|--------------------------|--|
| Contractor Premises | <p>means any of the following:</p> <ul style="list-style-type: none"> a. premises owned by the Contractor or a Subcontractor; and b. premises: <ul style="list-style-type: none"> (i) that are leased by, or licensed to, the Contractor or a Subcontractor; and (ii) where the Contractor or the Subcontractor is responsible for controlling physical access to the premises. |
| Controller | has the same meaning as in the <i>Corporations Act 2001</i> (Cth). |
| Copyright | means any existing or future copyright as defined under the <i>Copyright Act 1968</i> (Cth) or the corresponding laws of any other jurisdiction in any original literary and artistic works, computer programs and Software, sound recordings and any other works or subject matter whether stored electronically or otherwise in which copyright subsists and may subsist in the future. |
| Core Material | means the mandatory learning materials required to meet the objectives. |
| Default | <p>means any of the following:</p> <ul style="list-style-type: none"> a. a breach of an express or implied provision of the Contract by a party to the Contract; and b. a breach of a general law duty or an applicable law in relation to the Contract by any of the following: <ul style="list-style-type: none"> (i) the Commonwealth or Commonwealth Personnel; (ii) a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor; and (iii) the Contractor or Contractor Personnel. <p>A breach of a general law duty or an applicable law by Commonwealth Personnel, a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor is taken to be a Default by the Commonwealth.</p> <p>A breach of a general law duty or an applicable law by Contractor Personnel is taken to be a Default of the Contractor.</p> |
| Defence | means the Department of Defence and/or the Australian Defence Force. |
| Defence Personnel | means an employee of the Department of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the <i>Defence Act 1903</i> (Cth) and the equivalents from other organisations on exchange to Defence. |
| Defence Property | means Commonwealth Property administered by Defence. |
| Defence Purpose | <p>means any purpose related to any of the following:</p> <ul style="list-style-type: none"> a. the defence and defence interests of Australia; b. the national security of Australia; c. the provision of aid or assistance in respect of an emergency or disaster (whether natural or otherwise); and d. peacekeeping or peace enforcement activities. |
| Defence Service Provider | means a person, other than a Defence Personnel, involved in Defence work or engaged by Defence. |

ATTACHMENT G

| Term | Definition |
|---------------------------------------|--|
| Delivery Plan | means the Plan detailing the annual Program of Study (both Compulsory Units and Elective Units) in accordance with clause 5.1(c) of the SOW |
| Document | includes each of the following: a. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and b. any article or material from which sound, images, or writings are capable of being reproduced with or without the aid of any other article or device. |
| Elective Unit | means a unit available for a Student to undertake as part of LTM3, on approval by the Commonwealth Representative that is not a Compulsory Unit. An Elective Unit is, in all other respects (apart from the name under this Contract), the same as electives offered by the institution to its other students. Environment. |
| Environment | in the context of environmental management, means any of the following: a. ecosystems and their constituent parts; b. natural and physical resources; c. the qualities and characteristics of locations, places and areas; d. noise; and e. the social, economic, aesthetic and cultural aspects of a thing mentioned in clause a, b or c. |
| Excepted Risk | means an event or circumstance that is any of the following: a. an act of God, including a natural disaster, such as a bushfire, an earthquake, a flood, a landslide or a cyclone; b. war, invasion, acts of foreign enemies, hostilities between nations, a terrorist act as defined in section 100.1 of the Criminal Code, civil insurrection or militarily usurped power; c. confiscation by governments or public authorities; and d. ionising radiation, contamination by radioactivity from nuclear fuel or waste, or combustion of nuclear fuels, except to the extent that the event or circumstance (or any resulting delay, loss or damage): e. arose out of or as a consequence of a Contractor Default; or f. could have been prevented or mitigated, by reasonable care on the part of the Contractor or Contractor Personnel. |
| General Interest Charge | has the meaning given to it under section 8AAD of the <i>Taxation Administration Act 1953</i> (Cth). |
| Glossary | means this glossary at Attachment G to the Contract. |
| Government Furnished Data or GFD | means the data identified as "Government Furnished Data" in Table 3 to the SOW. |
| Government Furnished Equipment or GFE | means any equipment identified as 'Government Furnished Equipment' |

ATTACHMENT G

| Term | Definition |
|---|--|
| Government Furnished Information or GFI | means any information identified as 'Government Furnished Information'. |
| Government Furnished Material or GFM | is the collective name for the GFD, GFE, and GFI. |
| Indigenous Enterprise | means an Enterprise that is 50% or more Aboriginal-owned or controlled, and that is operating as a business. |
| GST Act | means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and associated taxation legislation. |
| Higher Education Standards Framework, or HESF | means the Higher Education Standards Framework (Threshold Standards) 2021 (Cth). |
| Insolvency Event | <p>means, in respect of a person, any of the following:</p> <ul style="list-style-type: none"> a. the person: <ul style="list-style-type: none"> (i) becoming insolvent; (ii) ceasing to carry on all or a material part of its business; or (iii) taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; b. the appointment of a Controller, a liquidator or provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property; c. the person becoming subject to external administration provided for in Chapter 5 of the <i>Corporations Act 2001</i> (Cth); d. the person suffering execution against, or the holder of a Security Interest or any agent on its behalf taking possession of, any of person's property [including seizing the person's property within the meaning of section 123 of the <i>Personal Properties Securities Act 2009</i> (Cth)]; e. person being taken under section 459F(1) of the <i>Corporations Act 2001</i> (Cth) to have failed to comply with a statutory demand; f. an order or resolution for the winding up or deregistration of the person; g. a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; and h. any analogous event under the law of any applicable jurisdiction. |
| Intellectual Property or IP | <p>means all present and future rights conferred by law in or in relation to any of the following:</p> <ul style="list-style-type: none"> a. Copyright; b. rights in relation to a Circuit Layout, Patent Registrable Design or Trade Mark (including service marks); and c. any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world, whether registered or unregistered. |
| Intensive Phase | means the minimum three (3) day face-to-face mode of delivery for LTM3 Compulsory Units. |

ATTACHMENT G

| Term | Definition |
|--|--|
| Key Persons | means the personnel specified in Attachment A (SOW) as personnel required to undertake the Services or part of the work constituting the Services. |
| Learning Outcomes | means the expression of the set of knowledge, skills and the application of the knowledge and skills a persons should acquire and be able to demonstrate as a result of learning. |
| Learning Management Package | means the document that describes the education specifications for the subject, the curriculum, the learning outcomes, the assessment criteria, learning materials and method of delivery. |
| Legal Education Services | means the services to be delivered as described in Attachment A (SOW). |
| Legal Officer Specialist Officer Career Scheme or LOSOCS | means the scheme approved by the Defence Force Remuneration Tribunal for the remuneration and professional development of legal officers. |
| Licence | means a non-exclusive licence of IP in respect of Contract Material, being a licence that: <ul style="list-style-type: none"> a. is fully paid-up and does not require any additional payment by the licensee, including by way of royalty or any other fee; b. cannot be revoked or terminated by the licensor for any reason except on expiration of a statutory protection term; c. operates in perpetuity without any action required on the part of the licensee to renew or extend the licence; d. operates on a world-wide basis; and e. binds each successor in title to the owner of the IP in respect of the Contract Material. |
| Loss | means any liability, loss (including economic loss), damage, compensation, costs and expenses. |
| Milestone | means an event specified as a Milestone in Attachment B. |
| Milestone Date | means, in relation to a Milestone, the date for achievement of the Milestone as set out in Attachment B. |
| Milestone Payment | means, in relation to a Milestone, the amount set out in Attachment B in respect of the Milestone. |
| Moral Rights | means any of the following: <ul style="list-style-type: none"> a. a right of attribution of authorship; b. a right not to have authorship falsely attributed; or c. a right of integrity of authorship. |
| Notifiable Incident | has the meaning given in sections 35 to 37 of the <i>Work Health and Safety Act 2011</i> (Cth). |
| Patent | means the rights and interests in any registered, pending or restored standard or innovation patent under the <i>Patents Act 1990</i> (Cth) or the corresponding laws of any other jurisdiction. |
| Performance Exchange Scorecard | has the meaning given by the Performance Exchange Scorecard policy detailed at https://www.defence.gov.au/CASG/DoingBusiness/Industry/Industryprograms/Performance%20Exchange%20Scorecard.asp . |

ATTACHMENT G

| Term | Definition |
|-----------------------------|--|
| Personal Information | has the same meaning as in the <i>Privacy Act 1988</i> (Cth). |
| Phase-In Period | means the period between the Effective Date and the Operative Date. |
| Phase-In Plan | means the Plan set out in Attachment H to the COC. |
| Phase-Out Period | means the final year of the Contract, including as extended in accordance with clause 1.3.2 of the COC or where there is a termination or reduction of scope of Services in accordance with clause 11.3 of the COC. |
| Phase-Out Plan | means the Plan describing the objectives, scope, constraints, assumptions, and activities associated with transitioning the provision of Services at the end of the Contract to be delivered in accordance with clause 17 of the SOW. |
| Privacy Commissioner | has the same meaning as in the <i>Australian Information Commissioner Act 2010</i> (Cth). |
| Problematic Substance | means: <ul style="list-style-type: none"> a. any substance identified as having ozone depleting potential, or any gas identified as a Synthetic Greenhouse Gas, in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act; b. any dangerous goods as defined in the <i>Australian Code for the Transport of Dangerous Goods by Road and Rail</i> (extant edition and as amended from time to time); or c. any hazardous chemicals as defined in sub regulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth). |
| Program Administration | has the same meaning as set out in the SOW, Attachment A, section 11 Program Administration. |
| Program Maintenance | has the same meaning as set out in the SOW, Attachment A, section 10 Program Maintenance. |
| Program of Study | are the Units described in clause 2.2(a) collectively of the SOW. |
| Proportionate Liability Law | means any of the following: <ul style="list-style-type: none"> a. <i>Civil Liability Act 2002</i> (NSW) – Part 4; b. <i>Wrongs Act 1958</i> (Vic) – Part IVAA; c. <i>Civil Liability Act 2002</i> (WA) – Part 1F; d. <i>Civil Liability Act 2003</i> (Qld) – Chapter 2, Part 2; e. <i>Civil Law (Wrongs) Act 2002</i> (ACT) – Chapter 7A; f. <i>Proportionate Liability Act 2005</i> (NT); g. <i>Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001</i> (SA) – Part 3; h. <i>Civil Liability Act 2002</i> (Tas) – Part 9A; i. <i>Competition and Consumer Act 2010</i> (Cth) – Part VIA; j. <i>Corporations Act 2001</i> (Cth) – Part 7.10, Div 2A; and k. <i>Australian Securities & Investments Commission Act 2001</i> (Cth) – Part 2, Division 2, Subdivision GA. |
| Related Body Corporate | has the meaning given by section 9 of the <i>Corporations Act 2001</i> (Cth). |

OFFICIAL

ATTACHMENT G

| Term | Definition |
|--|---|
| Registrable Design | means a design able to be protected under the <i>Designs Act 2003</i> (Cth) or the corresponding laws of any other jurisdiction. |
| Relevant Employer | means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Contractor will continue to be obligated as a Relevant Employer until the number of its employees falls below 80. |
| Scholarly Works | means any scholarly books, journal articles or other scholarly works or subject matter generated (whether in written or any other form) by the Contractor, its personnel or Subcontractors, which are not in any other category of materials under this Contract. |
| Services | means the services and goods (including Contract Material) required to be provided under the Contract, and includes items acquired in order to be incorporated in the Services. |
| Small to Medium Enterprise/s | means a business registered in Australia that employs less than the full time equivalent of 200 persons. |
| Software | means a collection of computer code comprising a set of instructions or statements used directly or indirectly by a computer to bring about a certain result, (including using a computer programming language to control a computer or its peripheral devices) and includes computer programs, firmware, applications and updates, but excludes source code. |
| Statement of Tax Record or STR | has the same meaning as in the <i>Black Economy Procurement Connected Policy – Increasing the integrity of government procurement – March 2019</i> . |
| Student | means Defence Personnel who has undertaken, is currently undertaking or will undertake legal education or training under or in connection with the Contract. |
| Student Administration Services Material | means all material held by the Commonwealth or the Contractor (as the case may be) in relation to Students of Compulsory Units and/or Elective Units in connection with this Contract including Student enrolment information, results, awards, including all other information collected and held in providing the student administration services specified in the COC and clause 11 of the SOW. |
| Student Services and Amenities Fee | means the fee that higher education providers can charge their students for student services and amenities of a non-academic nature, such as sporting and recreational activities, employment and career advice, child care, financial advice and food services. |
| Subcontract | means where part of the obligations and tasks, are assigned or outsourced, under a contract to another party. |
| Subcontractor | means any person (not the Commonwealth) that, for the purposes of the Contract, provides items or services directly or indirectly to the Contractor; and 'Subcontract' has a corresponding meaning. |
| Subcontractor Personnel | means any officers, employees or agents of any Subcontractor. |
| Technical Data or TD | means technical or scientific data, know-how or information, reduced to a material form (whether stored electronically or otherwise) in relation to the Services and includes all calculations, data, databases, designs, design documentation, drawings, guides, handbooks, instructions, manuals, models, notes, plans, reports, simulations, sketches, specifications, standards, training materials, test results and writings, and includes source code. |

ATTACHMENT G

| Term | Definition |
|-----------------|--|
| Trade Mark | means a trade mark protected under the <i>Trade Marks Act 1995</i> (Cth) or corresponding laws of any other jurisdiction. |
| Unrelated Party | means any person other than any of the following: <ul style="list-style-type: none"> a. the Commonwealth and Commonwealth Personnel; b. the Contractor and Contractor Personnel; c. a Related Body Corporate of the Contractor; and d. an employee, officer or agent of a Related Body Corporate of the Contractor. |
| Use | means, in relation to a licence of any Contract Material granted to a licensee, to: <ul style="list-style-type: none"> a. use, reproduce, adapt and modify the Contract Material in accordance with the licence; and b. disclose, transmit and communicate the Contract Material: <ul style="list-style-type: none"> (i) to the licensee's employees, officers and agents; and (ii) to a sub licensee under a sub licence granted in accordance with the licence. |
| WHS Legislation | means any of the following: <ul style="list-style-type: none"> a. the <i>Work Health and Safety Act 2011</i> (Cth) and the <i>Work Health and Safety Regulations 2011</i> (Cth); and b. any corresponding WHS law as defined in section 4 of the <i>Work Health and Safety Act 2011</i> (Cth). |
| Wilful Default | means a Default where the breach relates to an act or omission that is intended to cause harm, or otherwise involves recklessness in relation to an obligation not to cause harm. |
| Working Day | in relation to the doing of an action in a place, means any day in that place other than: <ul style="list-style-type: none"> a. a Saturday, Sunday or public holiday; and b. any day within the two-week period that starts on: <ul style="list-style-type: none"> (i) the Saturday before Christmas Day; or (ii) if Christmas Day falls on a Saturday, Christmas Day. |

3. REFERENCED DOCUMENTS

| Reference | Description |
|--|--|
| | <i>Auditor-General Act 1997</i> (Cth) |
| | Australian Code for the Transport of Dangerous Goods by Road and Rail, (Extant edition and as amended from time to time) |
| Australian Consumer Law | Schedule 2 to the Competition & Consumer Act 2010 (Cth) |
| | Australian Industry Capability Better Practice Guide |
| Black Economy Procurement Connected Policy | <i>Black Economy Procurement Connected Policy – Increasing the integrity of government procurement – March 2019.</i> |

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ATTACHMENT G

| Reference | Description |
|------------------|---|
| | <i>CASG Cost Principles, as amended from time to time</i> |
| CPRs | Commonwealth Procurement Rules – April 2019 |
| | <i>Complaints and Alternative Resolutions Manual</i> |
| | <i>Consumer Act 2020 (Cth)</i> |
| | <i>Corporations Act 2001 (Cth)</i> |
| | <i>Criminal Code Act 1995 (Cth)</i> |
| | Defence WHS Manual |
| | Defence and the Private Sector – An Ethical Relationship |
| DIADMINPOL | Defence Instruction Administrative Policy |
| DI(G) PERS 15-1 | Australian Defence Force alcohol policy |
| DI(G) PERS 25-7 | Gifts, Hospitality and Sponsorship |
| DSPF | Defence Security Principles Framework, as amended from time to time |
| | <i>Environmental Protection and Biodiversity Conservation Act 1999 (Cth)</i> |
| GST Act | <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> |
| | <i>Incident Reporting and Management Manual</i> |
| IPP | <i>Commonwealth Indigenous Procurement Policy – July 2015. A copy of the IPP is available from: https://www.niaa.gov.au/resource-centre/indigenous-affairs/commonwealth-indigenous-procurement-policy</i> |
| | <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989 (Cth)</i> |
| | <i>Privacy Act 1988 (Cth)</i> |
| WHS Act | <i>Work Health and Safety Act 2011 (Cth)</i> |
| WHS Regulations | <i>Work Health and Safety Regulations 2011(Cth)</i> |
| WGE Act | <i>Workplace Gender Equality Act 2012 (Cth)</i> |
| | <i>Workplace Gender Equality Procurement Principles</i> |

ATTACHMENT H

PHASE-IN PLAN

1. This Phase-In Plan is governed by the Contractor’s relevant academic policies, particularly:
 - Coursework Academic Programs Policy <https://www.adelaide.edu.au/policies/669/>
 - Academic Credit Arrangements Policy <https://www.adelaide.edu.au/policies/3203/>
2. These policies also implement the Group of Eight Credit Transfer Agreement (<https://go8.edu.au/study/credit-transfer>) to which Contractor and the Australian National University (ANU) are parties.
3. The Contractor will seek the assistance of the ANU and the MLC to assess the progress of all students within the program at the proposed end date of the previous contract. Once assessed the students will generally fall into one of seven categories:

| Category | Cohort | Process | Credit Transfer Arrangements |
|----------|--|---|--|
| 1 | Students who have not completed ALL of the LTM2 courses at the ANU / students who never commenced LTM2 courses at the ANU | <ul style="list-style-type: none"> • When panelled for their first LTM3 compulsory unit at Adelaide, each student will be enrolled in a Graduate Certificate in Military Law at Adelaide (for reserve officers) or a Master of Laws at Adelaide (for permanent officers). | <ul style="list-style-type: none"> • Unable to transfer any course credit for LTM2 courses to Adelaide. |
| 2 | Students who have completed all of the LTM2 courses at the ANU (but no LTM3 courses) | <ul style="list-style-type: none"> • Students may arrange with ANU to graduate with a Graduate Certificate of Military Law. • When panelled for their first LTM3 compulsory unit at Adelaide, each student will be enrolled in a Graduate Diploma in Military Law at Adelaide. • Permanent officers, upon completion of the Graduate Diploma in Military Law at Adelaide will transfer into the Master of Laws at Adelaide to complete their LTM3 electives. | <ul style="list-style-type: none"> • Student will be eligible for credit transfer for the four LTM2 courses into the Graduate Diploma in Military Law at Adelaide. • No credit transfer for LTM2 courses is available into the Master of Laws at Adelaide. |
| 3 | Students who have completed all of the LTM2 courses AND LTM3 Advanced Military Operations Law (only – and no LTM3 electives) at the ANU | <ul style="list-style-type: none"> • Students may arrange with ANU to graduate with a Graduate Certificate of Military Law. • As part of the transfer process, each student will be enrolled in a Graduate Diploma in Military Law at Adelaide. • Permanent officers, upon completion of the Graduate Diploma in Military Law at Adelaide will transfer into the | <ul style="list-style-type: none"> • As part of the transfer process, students will receive credit transfer for the four LTM2 courses and the one LTM3 course into the Graduate Diploma in Military Law at Adelaide. |
| 4 | Students who have completed all of the LTM2 courses AND | <ul style="list-style-type: none"> • Permanent officers, upon completion of the Graduate Diploma in Military Law at Adelaide will transfer into the | |

ATTACHMENT H

| | | | |
|---|---|---|--|
| | one LTM3 elective (only – and no LTM3 compulsory courses) at the ANU | Master of Laws at Adelaide to complete their LTM3 electives. | <ul style="list-style-type: none"> No credit transfer for LTM2 courses is available into the Master of Laws at Adelaide. |
| 5 | Students (reserve officers) who have completed all of the LTM2 courses AND either of (1) LTM3 Advanced Military Administrative Law or (2) LTM3 Advanced Military Discipline Law at the ANU | <ul style="list-style-type: none"> Students may arrange with ANU to graduate with a Graduate Certificate of Military Law. Students will remain enrolled in the Graduate Diploma of Military Law at the ANU, and will undertake their remaining LTM3 compulsory courses at Adelaide as cross-institutional students. Upon completion of their LTM3 compulsory courses, students will graduate from the ANU with the Graduate Diploma of Military Law. | <ul style="list-style-type: none"> N/A |
| 6 | Students (permanent officers) who have completed all of the LTM2 courses AND up to (and including) 32 units of LTM3 courses (compulsory and elective) at the ANU | <ul style="list-style-type: none"> Students may arrange with ANU to graduate with a Graduate Certificate of Military Law. As part of the transfer process, each student will be enrolled in a Master of Laws at Adelaide. Students will complete their remaining LTM3 courses (compulsory and elective) at Adelaide, and graduate from Adelaide with the Master of Laws. | <ul style="list-style-type: none"> As part of the transfer process, students will receive credit transfer for all LTM3 courses completed at the ANU into the Master of Laws at Adelaide. No credit transfer for LTM2 courses is available into the Master of Laws at Adelaide. |
| 7 | Students (permanent officers) who have completed all of the LTM2 courses AND more than 32 units of LTM3 courses (compulsory and elective) at the ANU | <ul style="list-style-type: none"> Students may arrange with ANU to graduate with a Graduate Certificate of Military Law. Students will remain enrolled in the Master of Military Law at the ANU, and will undertake their remaining LTM3 compulsory and elective courses at Adelaide as cross-institutional students. Upon completion of their LTM3 compulsory and elective courses, students will graduate from the ANU with the Master of Military Law. | <ul style="list-style-type: none"> N/A |

4. In order to meet the objectives specified in clause 16.4 of the SOW, during the Phase-In Period the Contractor will undertake the following items as outlined in Table 1:

ATTACHMENT H

Table 1: Deliverable Data Items

| No | Data Item Title | SOW Clause Reference | University of Adelaide Action |
|----|---|----------------------|--|
| 1 | Phase-In period participation | [16] | Confirm with Defence key staff contacts for participation and engagement during the Phase-In period |
| 2 | Phase-In Plan | [16] | Discuss, negotiate and agree final Phase-In Plan prior to contract signature |
| 3 | Service Delivery Strategy | [5-12] | Discuss, negotiate and agree final Service Delivery Strategy prior to contract signature |
| 4 | Course outline for compulsory courses | [2.2(a), 5, 6] | Deliver course outline to Defence at least 10 weeks prior to the start of the compulsory course |
| 5 | Course outline for elective courses | [2.2(a), 5, 7] | Deliver course outlines for elective courses as early as possible prior to the beginning of an academic year |
| 6 | Student assessments (compulsory and elective courses) | [9] | Provide results to Student and the Commonwealth within 6 weeks of course completion; provide assessments assessed as distinction or higher to Defence IAW SOW [9.7]. |
| 7 | Learning management package (compulsory and elective courses) | [10.2] | Provide to Defence NLT 30 working days before commencement of course |
| 8 | Pre-reading material and list of required materials | [6.1, 7.6, 7.8] | Provide to Defence NLT 6 weeks prior to course commencement, and to Students NLT 4 weeks prior |
| 9 | AIC and IPP | COC Attach E | Discuss, negotiate and agree final versions prior to contract signature |
| 10 | Delivery Plan for annual Program of Study (compulsory and elective courses) | [5.1(c)] | Discuss, negotiate and agree final version prior to the 2022 academic year commencing. |
| 11 | Confidential Information and Reporting | COC [8.2] | Finalise by ED; update each ED anniversary + 14 days |
| 12 | Fees / Payment Schedule | Attach B | Finalise by ED |
| 13 | Contract Material Rights Schedule | COC cl 4 | Finalise by ED; update each ED anniversary + 14 days |
| 14 | Participate in meetings | [14] | As scheduled |
| 15 | Phase-Out Plan | [17] | Draft 6 months prior to contract Expiry Date |
| 16 | Contract Execution | | 30 June 2021 (or such other time as the Commonwealth wishes) |

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| No | Data Item Title | SOW Clause Reference | University of Adelaide Action |
|----|----------------------|----------------------------|---|
| 17 | Service Commencement | | 22 January 2022 (or such other time as the Commonwealth wishes) |

5. Associated Phase-In Activities will include but not be limited to:
- a. Assessing Students to identify those in Categories 1 through 7 as per clauses 3.a and 3.b;
 - b. Contacting Students in each category, notifying them of the arrangements relevant to their situation;
 - c. Supporting, where applicable, Students to complete their qualifications at the ANU through cross-institutional study with the Contractor;
 - d. Supporting, where applicable, Students to transfer to the Contractor, and grant status for courses completed at the ANU; and
 - e. Liaise with the ANU and the MLC to ensure seamless transition for Students in the related categories.

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ATTACHMENT I
SERVICE DELIVERY STRATEGY

1. The Contractor will provide LTM3 compulsory and elective courses that meet Defence's objectives to:
 - a. through professional education, provide Students who successfully complete the three compulsory courses sufficient depth of knowledge to provide legal advice within Defence in those subject areas at Competency Level 4 as specified in the Competency Standards for ADF Legal Officers; and
 - b. through professional education, provide Students who successfully complete elective courses (in addition to the compulsory courses) with a breadth of knowledge to meet the needs of Defence for legal advice in specialised subject areas.
2. The key features of Contractor's service delivery strategy are the provision of:
 - a. LTM3 compulsory courses delivered in a fully online high-quality learning environment in intensive 5-day formats;
 - b. Accreditation of qualifications under the Australian Qualifications Framework;
 - c. Graduate Certificate in Military Law (completion of the LTM3 compulsory courses);
 - d. Graduate Diploma in Military Law (transition only – prior completion of the LTM2 compulsory courses at the ANU, plus completion of the LTM3 compulsory courses at the University of Adelaide);
 - e. Master of Laws (completion of the LTM3 compulsory courses plus 4 Masters elective courses);
 - f. High quality teaching staff, comprising academics with research, teaching and practice experience relevant to military law, and adjunct staff experienced in Defence legal practice with proven teaching capability;
 - g. Highly effective and productive relationships with the MLC and Defence Legal by Key Personnel;
 - h. Online learning to maximise the quality of the Student experience, in particular through the use of the MyUni learning management system (LMS – an instance of the Canvas LMS used by leading Universities around the globe) to provide materials, communicate with Students and submit/return assessment items;
 - i. Elective courses addressing topics of particular relevance to military legal practice, as well as access to a wide range of Masters electives (including select courses from the Master of Business Administration and the Master of Public Policy) taught face-to-face in Adelaide, with some options for online study, and the option for face-to-face teaching at Defence premises around Australia if desired (at Defence's expense);
 - j. Tailor made (stand-alone) elective courses addressing Defence needs; and
 - k. Strong commitment to quality education including:
 - (i) Close cooperation with Defence in development and evaluation;
 - (ii) Deep experience in innovative educational methods, including online;
 - (iii) Experienced educationalists, educational designers and administrators support; and
 - (iv) Leveraging cutting edge research insights from the Contractor's Research Unit on Military Law and Ethics.
3. The Contractor will, in accordance with clause 5.1 (c) of the SOW, and in consultation with the Commonwealth, complete a Delivery Plan for the annual Program of Study (both compulsory courses and elective courses) no later than 1 September of the preceding year, and be responsible for the plan's implementation. 4. For the core courses, the indicative key dates are:

ATTACHMENT I

| Course | Dates | Preparatory Requirements |
|--------------------------------------|--------------------|--|
| Advanced Military Operations Law | 21-25 March 2022 | Deliver course outline to Defence: 10/1/22 Deliver learning management package and pre-reading material to Defence: 7/2/22 Deliver pre-reading material and make MyUni website available to Students: 21/2/22 Last date to receive list of Students panelled from Defence: 7/3/22 Assessment returned to Students and Defence notified: 6/5/22 |
| Advanced Military Discipline Law | 1-5 August 2022 | Deliver course outline to Defence: 23/5/22 Deliver learning management package and pre-reading material to Defence: 20/6/22 Deliver pre-reading material and make MyUni website available to Students: 4/7/22 Last date to receive list of Students panelled from Defence: 18/7/22 Assessment returned to Students and Defence notified: 16/9/22 |
| Advanced Military Administrative Law | 24-28 October 2022 | Deliver course outline to Defence: 15/8/22 Deliver learning management package and pre-reading material to Defence: 12/9/22 Last date to receive list of Students panelled from Defence: 10/10/22 Deliver pre-reading material and make MyUni website available to Students: 26/9/22 Assessment returned to Students and Defence notified: 9/12/22 |

5. The current catalogue of potential LLM elective courses (noting that not all are offered in any given year) are as follows:

| LLM Elective Course Description |
|-------------------------------------|
| Advanced Arbitration |
| Advanced Comparative Law |
| Advanced Contract Law |
| Advanced Legal Research and Writing |
| Law of Air Warfare |
| Anti-Discrimination Law |
| Bioethics and the Law |
| Commonwealth Procurement |
| Company Merger and Acquisition Law |

ATTACHMENT I

| LLM Elective Course Description |
|---|
| Comparative Corporate Rescue Law |
| Comparative Law |
| Comparative Migration Law |
| Competition & Consumer Law |
| Contractual Relations |
| Corporate Governance |
| Corporate Law Selected Issues |
| Criminal Law Selected Issues |
| Cyber Warfare and Influence Operations |
| Defence Workplace Health and Safety Law |
| Dissertation |
| Duties & Relational Corporate Governance |
| European Union Law |
| Global & Legal Regulation of Work |
| Government, Business & Regulation |
| Human Rights |
| Insolvency law |
| Insurance Law |
| Intellectual Property Law |
| International Commercial Arbitration |
| International Criminal Law |
| International Energy Law |
| International Environmental Law |
| International Franchising & the Law |
| International Humanitarian Law |
| International Insolvency Law |
| International Law and United Nations Peace Operations |
| International Security Law |
| International Trade Law |
| International Trade Transactions Law |
| Internet Law |
| Introduction to Arbitration |
| Introduction to Australian Law |
| Introduction to Business Law |
| Introduction to Environmental Law |
| Investigation of DFDA Offences |
| Law of Naval Warfare |
| Law of the Sea |
| Law of Weaponry |
| Maritime Law and Geopolitics in the Asian Region |
| Military Operations Law |

ATTACHMENT I

| LLM Elective Course Description |
|--|
| Mining and Energy Law |
| National Security Law & Technology |
| Operational Commercial Law |
| Personal Bankruptcy Law & Practice |
| Personal Property Security Law |
| Perspectives on Property & Society |
| Planning Law |
| Principles of Australian Law |
| Public International Law |
| Relational Corporate Governance |
| Selected Issues in Intellectual Property Law |
| Special Topic B |
| Sport Law |
| Strategic Space Law |
| Technology, Law & Society |
| Transitional Justice |
| Transnational Organised Crime |
| Water Resources Law |

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ATTACHMENT J
PHASE-OUT PLAN

Attachment J will consist of the approved Phase-Out Plan required 6 months prior to Contract to the expiry of the Term or extended Term if the Option Period(s) is exercised.

CONTRACT CHANGE PROPOSAL (CORE)**CONTRACT NUMBER: 15304/MLC/2020**This CCP is dated the **28 July 2022**

Between

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

and

UNIVERSITY OF ADELAIDE ABN 61 249 878 937 having its registered office at Adelaide Law School, The University of Adelaide, South Australia 5005 ("the Contractor").

RECITALS

- A. The Commonwealth has entered into a contract 15304/MLC/2020 dated 14 January 2022 ('the Contract') for the supply of Australian Defence Force Legal Education Services.
- B. The Contract provides that changes are to be in writing and signed by both parties.
- C. The Commonwealth proposes a change to the Contract as set out in this CCP.

AGREED TERMS:**CCP Number: 1****Date Raised: 28 July 2022****Validity period for CCP: Term of the contract****Originator: The Commonwealth****Reference in Contract: 9.1.1****1. DETAILS OF PROPOSED CHANGE:**

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

| Serial | Amendment | Affected Provisions | Substituted / Inserted Provisions |
|---------------|------------------|---|--|
| A | Replace | Attachment A, Table 1, Item 6 Student Assessments (both Compulsory Units and Elective Units) ... to the Cth – within 14 days from course completion; to Students – within 6 weeks from course completion | Student Assessments (both Compulsory Units and Elective Units) ... to the Cth – within 6 weeks from course completion; to Students – within 6 weeks from course completion |
| B | Replace | Attachment A, para 5.1 (b) (i) the end of the Intensive Phase; or (ii) the end of the period in which the Contractor formally delivers or presents Compulsory Unit materials to Students. | (i) the end of the Intensive Phase; or (ii) the required submission date of the last assessment for the Compulsory Unit. |

| Serial | Amendment | Affected Provisions | Substituted / Inserted Provisions |
|--------|-----------|--|--|
| C | Replace | <p>Attachment A, para 9.7</p> <p>If the Contractor assesses a piece of assessment submitted by a Student undertaking a Compulsory or Elective Unit as being at, or higher than, "distinction" (or equivalent) level, the Contractor must provide the Commonwealth a copy of the assessment within two weeks after the student has been notified of their result.</p> | <p>If the Contractor assesses a piece of assessment (being a research essay, case note or similar piece of research-related work, but not including quizzes, answers to hypothetical problem questions, presentations or other non-research related work) submitted by a Student undertaking a Compulsory or Elective Unit as being at "high distinction" (or equivalent) level, the Contractor must provide the Commonwealth a copy of the assessment within two weeks after the student has been notified of their result.</p> |
| D | Insert | | <p>Attachment G, para 2, page G-5</p> <p>Course Completion: means the date of the last assessment for a Compulsory or Elective Unit.</p> |
| E | Insert | | <p>Attachment G, para 2, page G-5</p> <p>Compulsory Course: means the same as 'Compulsory Unit'.</p> |
| F | Insert | | <p>Attachment G, para 2, page G-6</p> <p>Elective Course: means the same as 'Elective Unit'.</p> |
| G | Replace | <p>Attachment I, para 3</p> <p>The Contractor will, in accordance with clause 5.1 (c) of the SOW, and in consultation with the Commonwealth, complete a Delivery Plan for the annual Program of Study (both compulsory courses and elective courses) no later than 1 September of the preceding year, and be responsible for the plan's implementation. 4. For the core courses, the indicative key dates are:</p> | <p>The Contractor will, in accordance with clause 5.1 (c) of the SOW, and in consultation with the Commonwealth, complete a Delivery Plan for the annual Program of Study (both compulsory courses and elective courses) no later than 1 September of the preceding year, and be responsible for the plan's implementation.</p> <p>4. For the compulsory courses scheduled for 2022, the indicative key dates are:</p> |

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| Serial | Amendment | Affected Provisions | Substituted / Inserted Provisions |
|--------|-----------|---|--|
| H | Replace | Attachment A, para 1.4(b) Master's Degree – comprising of three Compulsory Subjects and four (4) 6-unit Elective Units (or such other combination of Elective Units to amount to 24 units in areas as specified in paragraph 2.2.d of this Statement of Work) that will result in the award of a Master's Degree. | Master's Degree – comprising of three Compulsory Subjects and four (4) 3-unit Elective Units (or such other combination of Elective Units to amount to 12 units in areas as specified in paragraph 2.2.d of this Statement of Work) that will result in the award of a Master's Degree. |
| I | Replace | Attachment A, para 2.2(a) The Contractor must in accordance with the Contract: a. deliver the following Compulsory Units annually online: (i) Advanced Military Operations Law as a 6-unit subject; (ii) Advanced Military Administrative Law as a 9-unit subject; and (iii) Advanced Military Discipline Law as a 9-unit subject; | The Contractor must in accordance with the Contract: a. deliver the following Compulsory Units annually online: (i) Advanced Military Operations Law as a 3-unit subject; (ii) Advanced Military Administrative Law as a 4.5-unit subject; and (iii) Advanced Military Discipline Law as a 4.5-unit subject; |
| J | Replace | Attachment A, para 6.1(a) Each Compulsory Unit must be at least 10 weeks between the completion of delivery of a Compulsory Unit (as that term is described in clause 5.1b) and the start of delivery of the next Compulsory Unit. | Each Compulsory Unit must be at least 6 weeks between the completion of the intensive phase (as that term is described in clause 5.1b) and the start of delivery of the next Compulsory Unit. |
| K | Replace | Attachment B, Table 2: Advanced Military Operations Law - 6 Units - \$ price per student (ex GST) Advanced Military Administrative Law - 9 Units - \$ price per Student (ex GST) Advanced Military Discipline Law - 9 Units - \$ price per Student (ex GST) Elective Subjects - 6 Units - \$ price per Student (ex GST) | Advanced Military Operations Law - 3 Units - \$ price per student (ex GST) Advanced Military Administrative Law – 4.5 Units - \$ price per Student (ex GST) Advanced Military Discipline Law – 4.5 Units - \$ price per Student (ex GST) Elective Subjects - 3 Units - \$ price per Student (ex GST) |

| Serial | Amendment | Affected Provisions | Substituted / Inserted Provisions |
|--------|-----------|---------------------|---|
| L | Insert | | <p>Attachment B, new para 1.4, page B-1</p> <p>The amounts payable for the education services specified in Table 2, in respect of students who the Military Law Centre have advised the Contractor have been panelled for those courses, are incurred by the Commonwealth the earlier of:</p> <p>(a) The first day of intensive teaching of the course, or</p> <p>(b) The census date for the course published by the Contractor.</p> |

2. JUSTIFICATION FOR PROPOSED CHANGE:

2.1 The rationale for each of the proposed changes in the table at clause 1 above are described in the following table.

| Serial from previous table | Rationale |
|----------------------------|--|
| A | The Transition Plan at Attachment H, Table 1, Item 6 provided for a consistent 6 weeks for the delivery of results to both the Commonwealth and to Students; there is no clear rationale for having different timeframes, and the 6 weeks for both is adequate for Commonwealth purposes. |
| B | This change provides sufficient time for the post-intensive assessment schedule; without this change, Students for Advanced Admin and Advanced Discipline would be undertaking two assessment tasks (including a major research paper) within a few weeks of the Intensive Phase. |
| C | <p>There is limited utility in requiring all assessments distinction and above to be sent to the Commonwealth; requiring high distinction serves the Commonwealth's purposes, and nothing precludes the Contractor sending assessments with a lower grading that they consider nonetheless meritorious to the Commonwealth for consideration.</p> <p>Consequential amendment: Attachment A, Table 1, Item 6, Comments: If Assessment is at "high distinction" (or equivalent) level – see clause 9.7 of SOW.</p> <p>This amendment also clarifies that it is only research work produced by students (chiefly comprising research essays or case notes) that is to be provided, and that other non-research forms of assessment (quizzes, answers to hypothetical problem questions, and presentations, for example) are not included in this provision.</p> |
| D | New definition to provide clarity on a term used throughout the contract. |
| E | New definition to provide clarity on a term used interchangeably. |

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| | |
|---|--|
| F | New definition to provide clarity on a term used interchangeably. |
| G | The substance of this change makes clear that the indicative dates in the table which follows are relevant to 2022 only; the principles for data deliverables otherwise provided in Attachment A will prevail, particularly for the subsequent period of the contract. |
| H | The volume of learning described as 6 units at the Australian National University is described as 3 units at the University of Adelaide. (A Masters degree at Australian Qualifications Framework Level 9 of one year full time is described as 24 units at the University of Adelaide and 48 units at the Australian National University for the same volume of learning.) Accordingly, the four elective courses at the University of Adelaide will each be 3-unit courses. |
| I | The volume of learning described as 6 units at the Australian National University is described as 3 units at the University of Adelaide. (A Masters degree at Australian Qualifications Framework Level 9 of one year full time is described as 24 units at the University of Adelaide and 48 units at the Australian National University for the same volume of learning.) Accordingly, the compulsory courses at the University of Adelaide will be 4.5 units (Advanced Military Administrative Law and Advanced Military Discipline Law) and 3 units (Advanced Military Operations Law). |
| J | Consequent on the change in Serial B, it is necessary to clarify that the relevant time period here runs from the end of the intensive phase and not later. Further, the 10 week stipulation introduces unnecessary difficulty in the scheduling of compulsory courses (which in any event occurs by mutual agreement), thus we suggest it be reduced to 6 weeks. |
| K | Consequential amendment as a result of the amendments arising from Serials H and I. |
| L | This insertion clarifies an issue that is presently not addressed in the contract, in accordance with the informal agreement reached regarding the appropriate handling of late withdrawals by students after they have been panelled. Particular issues can arise where the 'census date' at the university occurs prior to the commencement of the intensive teaching period for a course – because a course will formally appear on a student's transcript, and they will be charged for the course, if they are enrolled in the course at census date (even if they subsequently withdraw). In the majority of cases, the census date will fall during or after the course for students under this contract. However, there will be some courses (due to the position of the intensive teaching period within a university teaching period such as a semester, trimester or quadmester) where the census date falls before the commencement of the course. In circumstances where a student withdraws from a Compulsory course, the parties will make best efforts to substitute an alternative student at no additional cost to the Commonwealth. |

3. **APPROVAL:**

- 3.1 The CCP is approved. The Contract shall be deemed to be changed on the date specified in this CCP or when this CCP has been properly executed by both parties.

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EXECUTED AND DELIVERED AS A DEED

For and on behalf of

THE COMMONWEALTH OF AUSTRALIA

s47F
[Redacted Signature]

Signature

s47F
[Redacted Signature]

Signature of witness

Air Commodore Patrick Keane
Director-General Military Legal Service
Director-General Military Law Branch

Date 28/07/2022

s47F
[Redacted Name]

Name of witness

EXECUTED AND DELIVERED AS A DEED

For and on behalf of

THE UNIVERSITY OF ADELAIDE

by its attorney:

s47F
[Redacted Signature]

Signature

s47F
[Redacted Signature]

Signature of witness

s47F
[Redacted Name]

Deputy Vice Chancellor and Vice-President
(Academic)

Date 23 August 2022

Name of witness
s47F
[Redacted Name]

who is authorised by Power of Attorney (Other Transactions) dated 26 August 2021, and who declares that at the time of execution of this deed has no notice of its revocation.

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CONTRACT CHANGE PROPOSAL (CORE)

CONTRACT NUMBER: 15304/MLC/2020

This CCP is dated the **22 June 2023**

Between

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

and

UNIVERSITY OF ADELAIDE ABN 61 249 878 937 having its registered office at Adelaide Law School, The University of Adelaide, South Australia 5005 ("the Contractor").

RECITALS

- A. The Commonwealth has entered into a contract 15304/MLC/2020 dated 14 January 2022 ('the Contract') for the supply of Australian Defence Force Legal Education Services.
- B. The Contract provides that changes are to be in writing and signed by both parties.
- C. The Commonwealth proposes a change to the Contract as set out in this CCP.

AGREED TERMS:

CCP Number: 2

Date Raised: 22 June 2023

Validity period for CCP: Term of the contract

Originator: The Commonwealth

Reference in Contract: 9.1.1

1. DETAILS OF PROPOSED CHANGE:

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

| Serial | Amendment | Affected Provisions | Substituted / Inserted Provisions |
|--------|-----------|---|--|
| A | Replace | Attachment A, Clause 6.1 (a) [as amended by CCP1] deliver each Compulsory Unit every calendar year online, unless it is not commercially viable to the Commonwealth based on the minimum number of Students panelled to attend a Compulsory Unit under clause 5.1.e or as otherwise agreed by the Commonwealth for the Contractor not to deliver. Each Compulsory Unit must be at least 6 weeks between the completion of the intensive phase (as that term is described | deliver each Compulsory Unit every calendar year, unless it is not commercially viable to the Commonwealth based on the minimum number of Students panelled to attend a Compulsory Unit under clause 5.1.e or as otherwise agreed by the Commonwealth for the Contractor not to deliver. Each Compulsory Unit must be at least 6 weeks between the completion of the intensive phase (as that term is described in clause 5.1b) and the start of delivery of the next Compulsory Unit; |

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| Serial | Amendment | Affected Provisions | Substituted / Inserted Provisions |
|--------|-----------|--|---|
| | | in clause 5.1b) and the start of delivery of the next Compulsory Unit; | |
| B | Replace | Attachment A, Clause 6.1 (b) deliver each Compulsory Unit by intensive, online tuition over five days, involving not less than 35 hours of instruction; | deliver each Compulsory Unit by intensive tuition over five days, either online or face-to-face as agreed between the parties, involving not less than 35 hours of instruction; |

2. JUSTIFICATION FOR PROPOSED CHANGE:

2.1 The rationale for each of the proposed changes in the table at clause 1 above are described in the following table.

| Serial from previous table | Rationale |
|----------------------------|--|
| A | Removes the requirement that the Compulsory Units each be delivered online each calendar year, in order to cohere with subsequent amendments below that provide for online or face-to-face delivery as agreed between the parties. |
| B | Removes the requirement that the Compulsory Units only be delivered online, instead providing that the delivery could be either online or face-to-face as agreed between the parties. |

3. APPROVAL:

3.1 The CCP is approved. The Contract shall be deemed to be changed on the date specified in this CCP or when this CCP has been properly executed by both parties.

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EXECUTED AND DELIVERED AS A DEED

For and on behalf of

THE COMMONWEALTH OF AUSTRALIA

s47F

Signature

s47F

Signature of witness

Air Commodore Patrick Keane
Director-General Military Legal Service
Director-General Military Law Branch

Date 23 June 2023

s47F

Name of witness

EXECUTED AND DELIVERED AS A DEED

For and on behalf of

THE UNIVERSITY OF ADELAIDE

by its attorney:

s47F

s47F

s47F

Deputy Vice Chancellor and Vice-President
(Academic)

Date 28.6.23

Name of witness

s47F

who is authorised by Power of Attorney (Other Transactions) dated 18 April 2023, and who declares that at the time of execution of this deed has no notice of its revocation.

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