



**Australian Government**  
**Department of Defence**

**AGO GEOPANEL**

**GEOSPATIAL STANDING OFFER FOR GOODS AND SERVICES**

**DEED NO: (INSERT NUMBER) [COMMONWEALTH TO INSERT ONCE DEED IS FINALISED]**

**DETAILS SCHEDULE**

**PARTIES**

**COMMONWEALTH OF AUSTRALIA** represented by the Department of Defence  
ABN 68 706 814 312 (**Commonwealth**) acting through the part of Defence known as the Australian  
Geospatial-Intelligence Organisation (**AGO**)

<b>Commonwealth Representative:</b>	<b>Position:</b> Assistant Director, Business Enterprise Contracting and Procurement ( <b>BECP</b> )	
<b>Notice Details:</b>	Postal address:	PO Box 4925, KINGSTON ACT 2604
	Email:	ago.geopanel@defence.gov.au
<b>Notice details for invoices</b> (Authorised Officer for invoices; clause 7.3.2a & 7.3.3):	Email:	invoices@defence.gov.au Copy to: the email address listed in the relevant Contract, if any.

**(INSERT FULL NAME OF CONTRACTOR) ABN (INSERT CONTRACTOR'S ABN) (Contractor)**

<b>Contractor Representative:</b>	<b>(INSERT DETAILS)</b>	
<b>Notice Details:</b>	Physical address:	<b>(INSERT ADDRESS)</b>
	Postal address:	<b>(INSERT POSTAL ADDRESS)</b>
	Email:	<b>(INSERT EMAIL ADDRESS)</b>

**INFORMATION TABLE**

<b>Item</b>	<b>Information</b>			
<b>Item 1</b> (clause 1.3.1)	<b>Initial Term:</b>	Effective Date:	Monday 31 January 2022 or the date both parties have signed this Deed, whichever is later.	
		Expiry Date:	Friday 26 February 2027	
<b>Item 2</b> (clause 1.3.2)	<b>Options to Extend:</b>	Maximum Number of Options:	Two (2) options	
		Each Option Period:	Twelve (12) months	
Item 2A (clause 4.7.2 and Attachment B)	Base Date	26 February 2022		
<b>Item 3</b> (clause 8.3)	<b>Limitation Amount:</b>	<p>Except as agreed otherwise in writing in a Contract:</p> <p>a. the liability of the Contractor in performing a Contract entered into under this Deed is limited in aggregate in accordance with clause 8.3.1 to the applicable amount as follows:</p> <p><i>(i) in connection with Contracts for the provision of Category 5 Supplies:</i> \$3 million or two times (2x) the total Contract value, whichever is higher; or</p> <p><i>(ii) in connection with all Contracts other than Contracts for the provision of Category 4 or Category 5 Supplies:</i> \$2.5 million or two times (2x) the total Contract value, whichever is the higher.</p> <p>b. the liability cap described under paragraph (a) above shall not exceed \$20 million. If the liability cap calculated under paragraph (a) is greater than \$20 million, is shall be reduced to \$20 million.</p>		
<b>Item 4</b> (clause 8.4)	<b>Approved Contractor Insurance Program (ACIP) Status</b>	[All tenderers without ACIP status] <input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No		
		[Tenderers which have ACIP status] <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No		
	<b>Limits of indemnity for required insurances:</b>	Public liability: (clause 8.4.4)	\$20 million	
		Products liability: (clause 8.4.5)	\$10 million	
Professional indemnity: (clause 8.4.6)		\$10 million		
<b>Item 5</b> (clause 9.2)	<b>Warranty Period:</b>	12 months after the date of acceptance of the Supplies, or another period agreed by the parties in a Contract in relation to Supplies provided under that Contract.		

Item	Information	
<p><b>Item 6</b> (clause 10.13)</p>	<p><b>Defence Security:</b></p>	<p>Security Classification of information, assets and work to be performed under the Contract (clause 10.13.4 and Attachment J):</p> <p>Requirement may range from “Official” to “Top Secret”.</p> <p>Requirement will be as specified in each RFQTS and agreed in the applicable Contract.</p> <hr/> <p>DISP membership required (clause 10.13.4):</p> <p><input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No</p> <p><b>Drafting note: To be inserted if Contractor has DISP membership:</b></p> <p>The Contractor does have DISP membership.</p> <p>The Contractor shall promptly advise the Commonwealth Representative if the Contractor ceases to hold DISP membership.</p> <hr/> <ul style="list-style-type: none"> <li>• DISP membership level: N/A, unless specified otherwise in a Contract.</li> <li>• Governance: N/A, unless specified otherwise in a Contract.</li> <li>• Personnel Security (clause 10.13.4c and Attachment J): Requirement for each Contract may range from “Baseline” to “Positive Vetting” and may include additional requirements such as satisfactory completion of specified assessments and tests. Requirement for each Contract will be as specified in each RFQTS and agreed in the applicable Contract.</li> <li>• Facility accreditation (clause 10.13.4d and Attachment J): Requirement will be as specified in each RFQTS and agreed in the applicable Contract.</li> <li>• Information / Cyber Security: Requirement will be as specified in each RFQTS and agreed in the applicable Contract.</li> </ul>
<p><b>Item 7</b> (clause 11.1)</p>	<p><b>Governing Law:</b></p>	<p>New South Wales</p>
<p><b>Item 8</b></p>	<p><b>Categories of Goods and Services for which the Contractor is listed on the GeoPanel:</b></p>	<p>The Contractor has been appointed to the GeoPanel for the following categories and sub-categories of Goods and Services:</p> <ul style="list-style-type: none"> <li>• <b>[to be confirmed by the Commonwealth]</b></li> </ul>

## DEED OF STANDING OFFER

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## 1 DEED FRAMEWORK

### 1.1 Definitions

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

### 1.2 Interpretation

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1.2.1 In this Deed and in any Contract, unless the contrary intention appears:

headings are for the purpose of convenient reference only and do not form part of the Deed or any Contract;

- a. the singular includes the plural and vice-versa;
- b. a reference to one gender includes the others;
- c. a reference to a person includes a body politic, body corporate or a partnership;
- d. 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;
- e. 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;
- f. a reference to a clause includes a reference to a subclause of that clause;
- g. a reference to a 'dollar', '\$', '\$A' or 'AUD' means the Australian dollar unless otherwise stated;
- h. 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 at the Details Schedule and updated from time to time, or alternatively, a reference to another version of the document if agreed in writing between the parties;
- i. the word "includes" in any form is not a word of limitation;
- j. a reference to 'or' is that of the inclusive, being one, some or all of a number of possibilities;
- k. a reference to a party includes that party's administrators, successors, and permitted assignees, including any person to whom that party novates any part of this Deed or any 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 provided as part of the Supplies under this Deed and any 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 Supplies are imported, units of measurement as agreed by the Commonwealth Representative specified in the Details Schedule.

### 1.3 Term

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1.3.1 This Deed is legally binding from the Effective Date specified in the Details Schedule. Unless terminated earlier and subject to this clause 1.3, this Deed expires on the Expiry Date specified in the Details Schedule.

- 1.3.2 The Commonwealth may extend the Term for 12 months (**'first Option Period'**) by giving the Contractor notice in writing not less than 30 days before the date on which this Deed would otherwise expire.
- 1.3.3 The Commonwealth may extend the Term for a second period of 12 months (**'second Option Period'**) by giving the Contractor notice in writing not less than 30 days before the date on which this Deed would otherwise expire under clause 1.3.2.
- 1.3.4 Without affecting the extensions to the Term made by a notice under clause 1.3.2 or 1.3.3, the Commonwealth shall specify in that notice the adjustments which shall be made to this Deed to give effect to the extension of this Deed and each party shall amend its copy of this Deed in accordance with that notice.
- 1.3.5 Any adjustments, including any adjustments to reflect fluctuations in the cost of labour and materials that result from the operation of this clause 1.3, shall be calculated in accordance with the formula set out in Attachment E.
- 1.3.6 The termination or expiry of this Deed shall not, except to the extent this Deed provides otherwise, automatically terminate Contracts entered into under this Deed. In the event this Deed terminates or expires while one or more Contracts remain on foot, the Contractor shall fulfil all such Contracts in accordance with the terms and conditions that applied under this Deed and the relevant Contract immediately before the termination or expiration of this Deed occurred.

#### **1.4 Entire Agreement**

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- 1.4.1 To the extent permitted by Law, this Deed, and each 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.

#### **1.5 Precedence of Documents**

---

- 1.5.1 If there is any inconsistency between the terms of any documents that form part of this Deed, a descending order of precedence shall be accorded to:
- a. the COD (including the Details Schedule) and the Glossary (other than the referenced documents in the Glossary);
  - b. the attachments to the COD, other than the Glossary; and
  - c. any document incorporated by express reference as part of this Deed,
- so that the term in the higher ranked document, to the extent of the inconsistency, shall prevail.

#### **1.6 Formation, Scope and Operation of Deed**

---

- 1.6.1 This Deed constitutes a standing offer for the Term during which the Commonwealth may require the Contractor to provide the Goods and Services (i.e. **'Supplies'**) as and when required by the Commonwealth in accordance with clause 2.1.
- 1.6.2 The Contractor acknowledges that:
- a. the Commonwealth has established this AGO Geospatial Goods and Services Panel (**'GeoPanel'**); and
  - b. it is one of a number of suppliers on the GeoPanel which may be requested to provide Supplies.
- 1.6.3 The Commonwealth has established the Panel for the purpose of:
- a. procuring a broad range of goods and services to support the geospatial domain;
  - b. providing efficient and streamlined access to a broad range of suppliers and professional service providers, particularly small to medium enterprises (**'SMEs'**);
  - c. accessing current and newly developed technologies and related equipment and hardware;



- d. developing, maintaining and enhancing Skill Sets and Skill Levels within Australian industry; and
- e. obtaining value for money for the Commonwealth on an ongoing basis in relation to the provision of the Supplies.

## 1.7 GeoPanel Review and Refresh

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- 1.7.1 The Commonwealth, from time to time during the Term, may review the operation of this Deed and the overarching GeoPanel, and do any one or more of the following:
- a. add or remove Goods, Services, Skill Sets or Skill Levels to or from this Deed where applicable to the supplier or suppliers who is/are currently a member of the GeoPanel;
  - b. remove the Contractor from the GeoPanel, or remove the Contractor from one or more categories of Goods or Services for which the Contractor has been appointed to the GeoPanel, based on performance; and
  - c. approach the market as a refresh to:
    - (i) add new suppliers to the GeoPanel; and
    - (ii) add additional Goods, Services, Skill Sets or Skills Levels (for which the Contractor who is currently a member of the GeoPanel may tender to provide).
- 1.7.2 The Contractor, from time to time during the Term, may request the Commonwealth to substitute or add personnel in respect of a Skill Set or Skill Level to which the Contractor has been appointed to the GeoPanel. The Commonwealth may by notice, at its absolute discretion, agree to a substitution or addition if it considers that the nominated person has the relevant experience, skills and expertise.

## 2 OPERATION OF THIS DEED

### 2.1 Ordering Supplies

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- 2.1.1 The range of Goods and Services which the Contractor offers the Commonwealth are detailed at Attachment A to this Deed.
- 2.1.2 The Authorised Officer may seek competitive Quotations from one or more suppliers on the GeoPanel in the form of a Request for Quote and Tasking Statement ('**RFQTS**') set out in Attachment C.
- 2.1.3 The Commonwealth may, in its absolute discretion, include in an RFQTS one or more additional terms and conditions relating to the particular Goods or Services or the proposed Contract ('**Special Conditions**').
- 2.1.4 The Contractor shall provide, in writing by the Quotation closed date as specified in the RFQTS, either:
- a. a Quotation, which shall contain all the information required by the RFQTS; or
  - b. a notice declining the invitation.
- 2.1.5 If the Authorised Officer seeks competitive Quotations under clause 2.1.2, the Commonwealth may:
- a. seek Quotations on a fixed price or other basis; and
  - b. give other suppliers on the GeoPanel and the Contractor the opportunity to provide a Quotation on the basis of refining their Unit Prices or Labour Rates.
- 2.1.6 Quotations will be evaluated on the basis of best value for money consistent with Commonwealth procurement policies. This may include consideration of past performance, contribution to Indigenous employment, Economic Benefit to Australia and Australian Industry Capability ('**AIC**'). Neither the lowest priced Quotation nor any Quotation will necessarily be accepted by the Commonwealth.
- 2.1.7 The Contractor acknowledges that any Quotation submitted may be subject to negotiation, and consequently, that the Commonwealth may invite the Contractor to submit a revised Quotation prior to the issue of any Official Order. If the Authorised Officer is agreeable to the

Quotation submitted by the Contractor, an Authorised Officer may deliver an Official Order to the Contractor for the Supplies at the prices in the Quotation.

- 2.1.8 If the Authorised Officer executes and delivers an Official Order to the Contractor:
- a. the Official Order shall form the Contract for the Goods or Services required by the Commonwealth. Any Contract so formed is effective from the start date specified in the Official Order (or if no date is specified, the date on which the Commonwealth submits the Official Order to the Contractor in accordance with clause 3.4.2);
  - b. unless otherwise agreed in the Contract, the terms of each Contract so formed will be those set out in the following documents, in a descending order of precedence:
    - (i) the COD and Glossary, as applicable to the Contract;
    - (ii) the Attachments to the COD (other than the Glossary), as applicable to the Contract;
    - (iii) the Official Order;
    - (iv) any Special Conditions; and
    - (v) any documents incorporated by express reference as part of the Contract including any AIC requirement.
- 2.1.9 No Supplies shall be provided by the Contractor, and no amount shall become payable to the Contractor in respect of any Supplies, unless and until:
- a. a Quotation has been submitted by the Contractor to the Authorised Officer in relation to a relevant RFQTS; and
  - b. an Official Order has been executed and issued by the Authorised Officer for the provision of the relevant Supplies to which the Quotation relates.
- 2.1.10 The Contractor shall, for the Contract Price, and any other payment required under any Contract, provide the Supplies in accordance with any Contract, and fulfil all other obligations as specified in that Contract, except as provided in clause 4.7.
- 2.1.11 The Contractor is not to respond to any directions in relation to an RFQTS or Official Order unless those directions are issued by the Authorised Officer or Commonwealth Representative.

## **2.2 No Exclusivity and No Assurance of Orders**

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- 2.2.1 The Commonwealth does not make any representation nor in any way binds itself to placing any specific number of orders, or any orders at all, during the Term.
- 2.2.2 Neither this Deed nor any Contract shall be interpreted as providing that the:
- a. Contractor has the right to be the sole provider of either the Goods or Services, or any part of the Goods or Services, to the Commonwealth; or
  - b. the Commonwealth is prevented from seeking any of the Supplies from other members of the GeoPanel or from other suppliers.
- 2.2.3 The Contractor acknowledges that:
- a. it is one of a number of contractors on the GeoPanel which may be requested to provide goods and services of the kind provided by the Contractor;
  - b. the GeoPanel may include Skill Sets and Skill Levels that do not apply to the Contractor; and
  - c. the GeoPanel may include goods or services that do not apply to the Contractor.

## **2.3 Key GeoPanel Requirements**

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- 2.3.1 The Contractor shall not (and shall ensure that Contractor Personnel, Subcontractors or Subcontractor Personnel do not) at any time:
- a. solicit or enter into Contracts under this Deed to supply any goods or provide any services except for those Goods and Services specified in Attachment A and, where

relevant, in the Service Skill Sets or at the Skill Levels specified for the Contractor in Attachment A;

- b. disclose any information, material or document which is created or obtained by the Contractor under or in connection with this Deed, the Goods or the Services to any party, including a Related Body Corporate, other than for the purposes of performing its obligations under this Deed or a Contract or for internal auditing or mandatory reporting purposes;
- c. without limiting clause 10.14, seek to access or use Commonwealth-held information (for example, through searching on a Defence Networks) except to the extent strictly required for the provision of the Goods and Services; and
- d. respond to an RFQTS that has not been issued directly to the Contractor by the Commonwealth, being an RFQTS the Contractor may have obtained via any alternate pathway.

2.3.2 The Contractor does not need to ensure its Subcontractor Personnel, Subcontractors or Subcontractor Personnel comply with the prohibition in clause 2.3.1a to the extent the person is itself independently a member of the GeoPanel.

## **2.4 Multi Agency Access**

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2.4.1 The Contractor acknowledges and agrees that other Defence portfolio agencies ('**Permitted Agencies**') may order Goods or Services under this Deed. The Commonwealth Representative shall nominate Authorised Officers from Permitted Agencies in accordance with clause 3.2.

## **3 ROLES AND RESPONSIBILITIES**

### **3.1 Commonwealth Representative**

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- 3.1.1 The Commonwealth Representative is responsible for administering this Deed on behalf of the Commonwealth.
- 3.1.2 The Contractor shall comply with the reasonable directions of the Commonwealth Representative made within the scope of the administration of this Deed.
- 3.1.3 If given orally a direction shall be confirmed in writing within 10 Working Days. Unless otherwise specified in this Deed, the Commonwealth Representative shall have no authority to waive any provision of, or release the Contractor from, its obligations under this Deed except in accordance with clause 10.5.
- 3.1.4 Unless authorised by this Deed or any 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.

### **3.2 Authorised Officer**

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- 3.2.1 The Commonwealth Representative may nominate by written notice to the Contractor from time to time any Authorised Officers for the purposes of this Deed. The written notice shall include the postal address and email at which notice or communication under this Deed or any Contract is to be delivered to the Authorised Officer.
- 3.2.2 An Authorised Officer is responsible for placing and administering Contracts on behalf of the Commonwealth. The Contractor shall comply with the reasonable directions of the Authorised Officer made within the scope of the administration of any Contract. All directions by an Authorised Officer will be provided in writing. The Authorised Officer shall have no authority to waive any provision of, or release the Contractor from, its obligations under any Contract except in accordance with clause 10.5.
- 3.2.3 Unless authorised by this Deed or any Contract, any work performed or cost incurred by the Contractor in response to a communication from the Authorised Officer is at the Contractor's sole risk and expense.

### 3.3 Contractor Representative

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- 3.3.1 The Contractor shall on or before the Effective Date specified in the Details Schedule nominate in writing the person with the authority to represent the Contractor for the purposes of this Deed and any Contract. Any communication passed by the Commonwealth to this person in accordance with clause 3.4 shall be deemed to have been delivered to the Contractor.

### 3.4 Notices

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- 3.4.1 Unless the contrary intention appears, any notice under this Deed, (not including Official Orders), shall be effective if it is in writing and sent from and delivered to the Commonwealth Representative or Contractor's Representative, as the case may be, in accordance with the Notice Details specified in the Details Schedule.

- 3.4.2 A notice given in accordance with this clause 3.4 is deemed to be delivered;

- a. 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;
- b. if hand delivered, when received at the address, or by the addressee if sooner;
- 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 deemed to be delivered at 9.00am (recipient's local time) on the next Working Day.

## 4 CAPABILITY TO PROVIDE THE SUPPLIES

### 4.1 Authorisations

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- 4.1.1 The Contractor shall, and shall ensure that its Subcontractors:
- a. obtain and maintain in full force all Authorisations (other than Export Approvals) required for provision of the Supplies;
  - b. provide a copy of any Authorisations to the Commonwealth within 10 Working Days of request by the Commonwealth;
  - c. ensure that the Supplies are provided in accordance with all Authorisations; and
  - d. take all reasonable steps to obtain and maintain in full force all Export Approvals required for the provision of the Supplies.
- 4.1.2 The Contractor shall notify the Commonwealth Representative within 10 Working Days after:
- a. the application for an Export Approval in relation to this Deed or any Contract;
  - b. the grant of, or a new requirement for, an Export Approval in relation to this Deed or any Contract; or
  - c. receiving notification of refusal to grant, or an intent to revoke or qualify, an Authorisation required provision of the Supplies.
- 4.1.3 The Commonwealth Representative shall, on request by the Contractor, give the Contractor all assistance reasonably required to facilitate the provision of an Export Approval in relation to this Deed or any Contract, including the provision of a certificate by the Commonwealth as to the end use of the Goods.

### 4.2 Delay and inability of Contractor to perform its obligations

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- 4.2.1 Without affecting the Contractor's obligations under this Deed and each Contract, the Contractor shall take all reasonable steps to prevent and minimise delay and to mitigate both parties' Losses due to delay.
- 4.2.2 If the Contractor becomes aware that delivery of Supplies will or may be delayed, or if the Contractor cannot or may not be able to perform its obligations under this Deed or any

Contract within the period for performance specified in this Deed or the Contract, the Contractor shall notify the Authorised Officer of the relevant circumstances as soon as practicable after becoming aware of such circumstances. Such notice shall specify:

- a. the cause and nature of the delay;
- b. the steps that the Contractor and its Subcontractors are taking and will take to minimise the delay;
- c. the anticipated duration of the delay;
- d. whether the Contractor proposes to claim postponement (in accordance with clause 4.9) of a date for delivery of Supplies, or seeks any other change to the Contract, on the basis of the delay; and
- e. whether the Contractor proposes to request an amendment to the relevant Contract under clause 10.1, and the nature of such an amendment.

4.2.3 The Contractor acknowledges that the Commonwealth is under no obligation to agree to any amendment of any Contract proposed in accordance with clause 4.2.2e and that without limitation the Commonwealth may decide to procure the Supplies or their equivalent from any other supplier.

4.2.4 The Contractor agrees that the Authorised Officer may, without limitation, decide to permit the Supplies to be delivered at a later time or date (as agreed in signed variation in accordance with clause 10.1) and that such a decision does not affect or limit the Commonwealth's rights in relation to the Contractor's breach of the Contract.

### **4.3 Importance of timely provision of Supplies**

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4.3.1 The Contractor acknowledges and agrees that:

- a. the specification of the requirements for the Supplies in the Contract is the result of resource-intensive Commonwealth definition, approval and procurement processes;
- b. the Commonwealth has relied on the Contractor's representations about schedule (including as reflected in the Contract);
- c. the Commonwealth has determined that the Contract is value for money on the basis that the provision of all Supplies is achieved in accordance with this Deed and the Contract and with no delay; and
- d. it is reasonable that the Commonwealth at all times during the period of this Deed and any Contract has current knowledge and be advised by the Contractor of:
  - (i) progress under the Contract;
  - (ii) risks to the timely provision of the Supplies including potential minor omissions and defects;
  - (iii) any other potential or actual non-compliance with this Deed or any Contract;
  - (iv) risk management, including management of emerging risks; and
  - (v) any potential delay in meeting any timing obligation in this Deed or any Contract, for any reason, and whether or not the delay risk was foreseeable or has been previously identified.

4.3.2 The Contractor shall:

- a. proactively ensure that the Commonwealth is kept informed of matters relevant to the issues in clause 4.3.1, using the communication channels and reporting processes in this Deed and any Contract; and
- b. comply with any directions by the Commonwealth or the exercise of any other Commonwealth powers under or in relation to this Deed or any Contract in dealing with such matters, including providing any additional information or knowledge that the Commonwealth requires.

**4.4 Government Furnished Material (GFM)**

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- 4.4.1 If specified in and required under any Contract, the Commonwealth shall deliver or provide access to, and the Contractor shall manage, GFM in accordance with this Deed and any Contract at the place and times specified in that Contract or otherwise determined by the relevant Authorised Officer.
- 4.4.2 Unless otherwise notified to the Contractor by the Commonwealth, GFM remains the property of the Commonwealth. The Commonwealth is entitled to identify GFM as its property and the Contractor shall preserve any means of identification.
- 4.4.3 Upon receipt of GFM, the Contractor shall:
- a. inspect GFM for physical damage, any defects or deficiencies which impact on, or are likely to impact on, the intended use of the GFM; and
  - b. report its satisfaction or dissatisfaction with the GFM in writing to the relevant Authorised Officer within five Working Days. If the Contractor does not report on its satisfaction or dissatisfaction with the GFM in writing to the relevant Authorised Officer within five Working Days it will be deemed to be satisfied with the GFM.
- 4.4.4 The Contractor shall:
- a. take all reasonable care of, and be liable for, loss of, or damage to, GFM in its care, custody or control; and
  - b. utilise the GFM in performing the Supplies with a high degree of professional skill and care and in accordance with the relevant Contract.
- 4.4.5 The Contractor shall return GFM (other than consumable items of GFM) to the Commonwealth as specified in the relevant Contract or as directed by the relevant Authorised Officer.
- 4.4.6 The Contractor acknowledges and agrees that the Commonwealth does not give any warranty or representation about the suitability or fitness of any GFM for any particular use or application.
- 4.4.7 The Contractor shall not:
- a. without the prior written approval of the relevant Authorised Officer:
    - (i) use GFM other than for the purposes of the relevant Contract;
    - (ii) modify GFM;
    - (iii) transfer possession or control of GFM to any other party;
    - (iv) communicate or divulge GFM to any other party; or
  - b. create or allow to be created any lien, charge, mortgage or encumbrance over any GFM.
- 4.4.8 The Contractor shall not use Government Furnished Equipment (**GFE**) other than for a purpose for which the GFE was designed, manufactured or constructed.
- 4.4.9 The relevant Authorised Officer may notify the Contractor of any IP rights applicable to the GFM and the Contractor shall not act contrary to the existence of such rights.

**4.5 Contractor Managed Commonwealth Assets (CMCA)**

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- 4.5.1 The Contractor shall take all reasonable care of CMCA and shall provide facilities to store and handle all CMCA as they are received.
- 4.5.2 The Contractor shall, within five (5) Working Days of becoming aware that any CMCA is lost, destroyed, damaged, defective or deficient, notify the Authorised Officer of the event in writing.
- 4.5.3 The Contractor shall be liable to the Commonwealth for loss or destruction of, damage to or defects or deficiencies in, the CMCA, except to the extent that the loss, destruction, damage, defects or deficiencies result from any unlawful or negligent act or omission on the part of the Commonwealth or Commonwealth Personnel. Subject to clause 4.5.4, or an agreement by

the parties to replace the CMCA, the Contractor shall compensate the Commonwealth for the loss or destruction of, damage to or defects or deficiencies in, the CMCA and the Commonwealth may recover an amount equivalent to the value of the compensation under clause 12.5 as a debt due to the Commonwealth.

- 4.5.4 If, in the opinion of the Commonwealth Representative, the Contractor has the necessary capacity, the Commonwealth Representative may require the Contractor, by notice in writing, to transport, dispose of or repair, damaged, defective or deficient CMCA. If the Contractor is liable under clause 4.5.3 for the damage, defect or deficiency, the work performed by the Contractor under this clause 4.5.4 shall discharge or partially discharge the Contractor's liability. If the Contractor is not liable under clause 4.5.3 for the damage, defect or deficiency, the Contractor shall, if the parties agree in advance to the cost of the work, perform the work for no more than the agreed cost.

#### **4.6 Stocktaking of Contractor Managed Commonwealth Assets**

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- 4.6.1 The Contractor shall:
- a. institute, maintain and apply a system for, the accounting for and control, handling, preservation, protection and maintenance of CMCA;
  - b. undertake quarterly stocktakes and other assurance checks of CMCA; and
  - c. develop and deliver quarterly CMCA stocktaking reports that include the following information:
    - (i) the stocktake number;
    - (ii) the storage location of all goods included in the stocktake;
    - (iii) all stocktake codes;
    - (iv) stocktake start and end dates; and
    - (v) statistical data including the quantity and value of all discrepancies, shelf stock held, shelf stock stocktaked, surpluses and deficiencies.
- 4.6.2 The Contractor shall promptly conduct investigations into every discrepancy arising from stocktakes of CMCA.
- 4.6.3 The Contractor shall immediately notify the Authorised Officer of any deficiencies that are discovered through a stocktake or other assurance checks of CMCA.

#### **4.7 Imports and Customs Entry**

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- 4.7.1 The Contractor shall, within the Contract Price, arrange customs entry and the payment of any customs duty applicable to the Supplies, except as provided in this clause 4.7.
- 4.7.2 The Contractor shall give the Commonwealth Representative a notice in writing, including supporting evidence, of any variation to the rate of customs duty applicable to the Supplies between the Base Date specified in the Details Schedule and the date of entry into Australia of the item and:
- a. in the case of an increase, the Contractor may claim reimbursement of an amount equivalent to the extra customs duty payable as a consequence of the increase; or
  - b. in the case of a decrease, an amount equivalent to the reduction in the customs duty payable as a consequence of the decrease becomes a debt due to the Commonwealth under clause 12.5.
- 4.7.3 The Commonwealth shall not be liable to reimburse the Contractor for any fines or penalties imposed on the Contractor under Australian customs legislation.

#### **4.8 Key Persons**

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- 4.8.1 The Contractor shall ensure that the Supplies are provided by Contractor Personnel, Subcontractors or Subcontractor 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 Supplies.
- 4.8.2 The Contractor shall ensure that each Key Person named in the Official Order at Attachment D provides the Supplies under the Contract identified in that attachment.
- 4.8.3 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 (without limiting its obligations or liabilities under this Deed or a Contract):
- a. promptly notify the Commonwealth of the impending unavailability; and
- b. nominate, at its earliest opportunity, a suitable replacement with comparable experience, skills and expertise for the Commonwealth's consideration.
- 4.8.4 The Commonwealth may, at any time, give notice in writing, including reasons, directing the Contractor to remove a Key Person or other Contractor Personnel, Subcontractors or Subcontractor Personnel from work in respect of the Supplies, if in the Commonwealth Representative's reasonable opinion the Key Person is:
- a. unable to perform the work for reasons of incapacity or incompetence; or
- b. not appropriate to perform the work, including for reasons relating to WHS, security, equity and diversity, workplace gender equality, probity or the relationship between the Commonwealth and the Contractor.
- 4.8.5 The Contractor shall, upon receiving notice under clause 4.8.4, arrange for the persons replacement at the earliest opportunity with another Contractor Personnel, Subcontractors or Subcontractor Personnel of appropriate skills and experience.
- 4.8.6 If the Commonwealth gives a notice under clause 4.8.4, the Contractor shall:
- a. within the period specified in the notice, remove the Key Person from the relevant work; and
- b. as soon as practicable, nominate a replacement with comparable experience, skills and expertise, for Commonwealth consideration.
- 4.8.7 The Contractor shall not be entitled to any additional payments or any extensions of time under any Contract as a result of:
- a. any obligation of the Contractor to remove or replace a person under this clause 4.8 or any failure by the Contractor to provide a replacement person; or
- b. the exercise by the Commonwealth of any right under this clause 4.8.
- 4.8.8 If the Contractor is unable to provide a replacement with suitable skills or in a sufficient time to enable the Contractor to complete the Supplies in accordance with the Contract, the Commonwealth may terminate the Contract in accordance with clause 12.2.
- 4.8.9 Any requirement to replace any of the Contractor Personnel, Subcontractors or Subcontractor Personnel during the course of any 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.

#### **4.9 Postponement**

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- 4.9.1 Subject to clauses 4.9.2 and 4.9.3, the Contractor shall be entitled to postponement of a date for delivery of Supplies to the extent that:
- a. an event or circumstance:
- (i) delays the Contractor in the performance of its obligations under this Deed or a Contract;
- (ii) is beyond the reasonable control of the Contractor and its Subcontractors; and
- (iii) could not have been reasonably contemplated and allowed for by the Contractor or its Subcontractors before entering this Deed or the relevant Contract; or



- b. the Contractor is delayed in the performance of its obligations under this Deed or a Contract (as applicable) by:
    - (i) a Commonwealth Default; or
    - (ii) an Excepted Risk,
 but only if:
    - c. the Contractor notified the Commonwealth as required by clauses 4.2.2 in relation to the relevant event or circumstance;
    - d. the work under the Contract cannot be performed in such a way as to meet the date for delivery of Supplies or the Milestone Date as is reasonable having regard to the Contract Price and any other relevant circumstances;
    - e. the Contractor has made and will make all reasonable endeavours to minimise delay and mitigate both parties' Losses;
    - f. in the case of a delay resulting from an Excepted Risk, the Contractor has taken reasonable steps to prevent the delay occurring; and
    - g. the Contractor submits a claim for postponement in accordance with clauses 4.9.4 and 4.9.5.
- 4.9.2 The Contractor shall not be entitled to postponement of a date for delivery of Supplies to the extent that the relevant delay resulted from:
- a. a Contractor Default;
  - b. compliance with a direction under clause 11.9.7; or
  - c. the Commonwealth's inability to action (such as approve or reject) Supplies (including data items or deliverable) within the timeframes the Commonwealth agreed to, where the delivery time or date of those Supplies changed because of a delay in the Contractor meeting its obligations under this Deed or the Contract.
- 4.9.3 The Contractor shall not be entitled to postponement of a date for delivery of Supplies for a period longer than the duration of the relevant delay.
- 4.9.4 The Contractor claims postponement of a date for delivery of Supplies by submitting to the Commonwealth:
- a. a notice setting out the details of its claim and the relevant event or circumstance;
  - b. a proposed written contract amendment setting out the proposed variations to the Contract to give effect to the postponement; and
  - c. documentation demonstrating the Contractor's entitlement to postponement.
- 4.9.5 If the Contractor has notified the Commonwealth that it proposes to claim postponement of a date for delivery of Supplies, or to seek some other change to the Contract, on the basis of a delay, the Contractor shall make the claim, or seek the change:
- a. as soon as it is practicable to do so after that notification; or
  - b. if the Commonwealth directs the Contractor to do so, in accordance with the direction.
- 4.9.6 Whether or not the Contractor has sought, or is entitled to, postponement under this clause 4.9, the Commonwealth Representative may, at any time, by notice to the Contractor, postpone the date for delivery of Supplies to a date specified in the notice.
- 4.9.7 The parties acknowledge that:
- a. a notice under clause 4.9.6 does not affect any rights the Contractor may have to claim under this clause 4.9 for postponement of the date for delivery of Supplies or a Milestone Date to a date that is later than the date specified in the notice;
  - b. the Commonwealth Representative is not required to give a notice under clause 4.9.6 merely because it would benefit the Contractor; and

- c. giving, or failing to give, a notice under clause 4.9.6 is not capable of being the subject of a dispute for the purposes of clause 12.1 or otherwise subject to review.
- 4.9.8 If the Commonwealth Representative issues a notice under clause 4.9.6 and unless the Contractor proposes to claim for postponement under this clause 4.9, the Contractor shall submit a CCP to give effect to the notice.

## **5 INTELLECTUAL PROPERTY**

### **5.1 Ownership of Intellectual Property**

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- 5.1.1 Nothing in this Deed affects the ownership of Licensed Material, Background IP or Third Party IP.
- 5.1.2 Ownership of all Foreground IP vests on its creation in the Commonwealth.
- 5.1.3 For any Foreground IP and Derivatives that vests in the Commonwealth, the Commonwealth has the exclusive right to apply for registration of the Foreground IP and Derivatives in all countries of the world.
- 5.1.4 The Contractor shall ensure that, before a Subcontractor commences work in relation to the Supplies, the Subcontractor has agreed that all Foreground IP vests on its creation in the Commonwealth and that the Commonwealth has the exclusive right to apply for registration of that Foreground IP in all countries of the world.

### **5.2 Intellectual Property Licence (Licensed Material)**

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- 5.2.1 The Contractor grants to the Commonwealth a licence to use the Licensed Material in accordance with the End User Licence Agreement at Attachment L.
- 5.2.2 If the Commonwealth purchases Licensed Material on the basis that the Licensed Material will be 'private' or 'archive restricted' (that is, to be withheld from third parties, howsoever described), the Contractor shall:
- a. not make the Licensed Material available to any third party (either for free or for purchase) for the period agreed in the relevant Contract unless approved otherwise by the Commonwealth in writing; and
  - b. shall treat the particulars of the purchased Licensed Material as Confidential Information of the Commonwealth in accordance with this Deed.

### **5.3 Intellectual Property Licence (Background and Third Party IP)**

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- 5.3.1 The Contractor hereby grants to the Commonwealth a royalty-free, irrevocable, world-wide, perpetual, non-exclusive licence in respect of all Background IP owned by the Contractor, including the right to sub-licence:
- a. to use, maintain, modify, develop and dispose of the Goods and Services;
  - b. to complete and maintain all Supplies upon termination of this Deed or any Contract; and
  - c. to remedy defects or omissions in the Supplies in accordance with clause 9.2.
- 5.3.2 The Contractor shall ensure that before a Subcontractor commences work in relation to the Supplies, the Commonwealth is granted a licence in respect of all Background IP owned by, or licensed to, a Subcontractor on the same terms as clause 5.3.1.
- 5.3.3 The Contractor shall ensure that the Commonwealth is granted a licence to exercise all Third Party IP on the best available commercial terms.

### **5.4 Intellectual Property Licence (Foreground IP)**

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- 5.4.1 The Commonwealth may, on request, grant the Contractor a licence to exercise Foreground IP owned by the Commonwealth.

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**5.5 Provision of Technical Data**

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- 5.5.1 The Contractor shall provide with the Supplies all TD necessary for the Commonwealth to exercise its IP rights as specified in clauses 5.1 to 5.3, for the purposes permitted by that licence.
- 5.5.2 For all Foreground IP that vests in the Commonwealth, the Contractor shall provide with the Supplies all TD in existence that relates to that Foreground IP.
- 5.5.3 The Contractor shall ensure that all TD provided to the Commonwealth will enable a reasonably skilled person to efficiently and effectively do the things permitted to be done by the Commonwealth in the exercise of its IP rights under clauses 5.1 to 5.3.

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**5.6 Contract Material Rights Schedule**

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- 5.6.1 In respect to each Contract, unless specified otherwise in the Contract, the Contractor shall deliver to the Commonwealth's Authorised Officer for the relevant Contract:
- a. a Contract Material Rights Schedule (**CMR Schedule**) in the form of Attachment G in respect of the Supplies to be provided under the Contract, no later than 20 Working Days of the parties enter into the Contract; and
  - b. updated versions of the CMR Schedule, at least annually during the term of the Contract, to reflect any changes to the Supplies provided or to be provided.
- 5.6.2 For the avoidance of doubt, the CMR Schedule is for record management purposes of the Supplies and does not in any way alter or limit the rights of the parties in respect to the Supplies. Without limitation, if there is any inconsistency between a CMR Schedule and the intellectual property ownership and licence rights set out in this Deed and the relevant Contract, the intellectual property ownership and licence rights set out in this Deed and the relevant Contract shall prevail to the extent of the inconsistency.

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**5.7 Release to Third Parties**

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- 5.7.1 If the Commonwealth makes available to another person any IP rights that are owned by the Contractor and which is Background IP which contains Confidential Information of the Contractor, the Commonwealth shall obtain from that person a deed of confidentiality.

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**5.8 Moral Rights**

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- 5.8.1 The Contractor represents and warrants that the use of the Supplies for Defence Purposes or other purposes permitted by this Deed or any Contract will not infringe the Moral Rights of the Contractor Personnel, Subcontractors or Subcontractor Personnel.
- 5.8.2 The Contractor shall ensure that none of the:
- a. Contractor Personnel;
  - b. Subcontractors; or
  - c. Subcontractor Personnel,
- institute, maintain or support any claim or proceeding against the Commonwealth or its officers, employees or agents for infringement of any of their Moral Rights.

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**6 DELIVERY, ACCEPTANCE AND OWNERSHIP**

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**6.1 Delivery**

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- 6.1.1 The Contractor shall deliver the Supplies to the delivery point specified in any Contract, and in accordance with this Deed and any Contract, including the Unit Prices, Labour Rates and Pricing Schedule at Attachment B.

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**6.2 Acceptance**

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- 6.2.1 All Supplies delivered by the Contractor shall be subject to Acceptance by the Commonwealth in accordance with this clause 6.2.
- 6.2.2 The Contractor shall, when seeking Acceptance in accordance with clause 6.2.1;

- a. complete and present a signed Supplies Acceptance Certificate in the form required by the Commonwealth, certifying that the Goods listed on the Supplies Acceptance Certificate conform to the requirements of this Deed and any Contract; and
  - b. provide any other supporting evidence required by the Authorised Officer.
- 6.2.3 The Authorised Officer shall, within 15 Working Days of the delivery of Supplies for Acceptance:
- a. accept the Supplies by signing the Supplies Acceptance Certificate; or
  - b. reject the Supplies, in which case the Authorised Officer shall notify the Contractor in writing of the reasons for the rejection and the extent of the non-conformance.
- 6.2.4 If the Commonwealth agrees that Acceptance may be achieved despite any minor omissions or 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 non-complying Supplies (**'Reduction Amount'**);
  - b. direct the Contractor to provide an Application for a Deviation in the form required by the Commonwealth in a manner that is consistent with this clause; and
  - c. exercise its rights under clause 12.5 in respect of the Reduction Amount.
- 6.2.5 The Authorised Officer may require the Contractor to retake possession of any item of Supplies within five Working Days when a notice rejecting the Supplies is issued under clause 6.2.3b. Repossession of Supplies shall not affect the obligation of the Contractor to provide conforming Supplies.
- 6.2.6 The Contractor shall bear all costs associated with replacing or correcting rejected Supplies and of complying with the directions of the Authorised Officer.
- 6.2.7 Any action of the Contractor in correcting or replacing the Supplies and in complying with the directions of the Authorised Officer under this clause 6.2 shall not entitle the Contractor to claim postponement of the date of delivery of the Supplies, or relieve the Contractor from performing its obligations under any Contract.

## 7 PRICE AND PAYMENT

### 7.1 Price and Price Basis

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- 7.1.1 Subject to clauses 7.6, 7.7 and 10.1,
- a. the maximum Unit Prices (which shall apply to all Supplies delivered that are priced on the basis of Unit Prices); and
  - b. the maximum Labour Rates (which shall apply to all Supplies delivered that are priced on the basis of Labour Rates),
- under this Deed and any Contract are set out in Attachment B and are unalterable.
- 7.1.2 The Contract Price will be as set out in the relevant Official Order, and is payable, subject to satisfactory performance of the Supplies, in accordance with this Deed and the relevant Contract. The parties may agree as an alternative to using the rates set out in Attachment B, a fixed fee which must be no more expensive or costly than the rates or price arrangement in Attachment B and must be documented in the Official Order.
- 7.1.3 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 Authorised Officer, that part of the Supplies to which the claim relates.

### 7.2 Payment

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- 7.2.1 The Contractor shall submit a claim for payment in accordance with clause 7.3.
- 7.2.2 On receipt of a claim for payment the Authorised Officer shall either:
- a. Approve the claim if it is submitted in accordance with clause 7.2.1; or

- b. reject the claim if it is not submitted in accordance with clause 7.2.1, or on the basis of clause 7.1.3.
- 7.2.3 When a claim is Approved under clause 7.2.2a, the Commonwealth shall make payment within the following period (as applicable) after receipt of the claim:
- a. if the Contract Price is less than or equal to A\$1 million:
- (i) 20 days, unless clause 7.2.3a(ii) applies;
- (ii) 5 days if the Contractor and the Commonwealth have the respective capability to deliver and receive e-invoices through the Pan-European Public Procurement On-Line (PEPPOL) framework and have agreed to use this method of invoicing in the Contract; or
- b. if the Contract Price is greater than A\$1 million: 30 days.
- 7.2.4 When the Authorised Officer rejects the claim under clause 7.2.2b, the Authorised Officer 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.
- 7.2.5 Upon receipt of a notice issued pursuant to clause 7.2.4, the Contractor shall promptly take all necessary steps to make the claim for payment conform to the requirements of this Deed and the relevant Contract and shall submit a revised claim to the Authorised Officer when such action is complete. The resubmitted claim shall be subject to the same conditions as if it were the original claim.
- 7.2.6 If the Commonwealth agrees to accept the Supplies despite any minor omissions or 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 12.5 in respect of the Reduction Amount.

### 7.3 Claims for Payment

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- 7.3.1 The Contractor shall be entitled to submit claims for payment in accordance with this Deed and the relevant Contract.
- 7.3.2 All claims for payment submitted by the Contractor shall:
- a. subject to clause 7.2.6, be correctly addressed, calculated in accordance with the relevant Contract and meet the requirements of the relevant Contract;
- b. be in the form of a valid tax invoice in accordance with clause 7.5;
- c. contain the following information:
- (i) the title of the Supplies and the name of the Contractor's Representative;
- (ii) the name and phone number of the Authorised Officer;
- (iii) the Official Order number and purchase order 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 Authorised Officer in order to establish that the Supplies meet the requirements of the relevant Contract or that the claim is in accordance with the relevant Contract.
- 7.3.3 All claims for payment are to be submitted to the Authorised Officer by email to:  
invoices@defence.gov.au  
copying to: the email address listed in the relevant Contract, if any.

#### **7.4 Ownership and Control of Supplies**

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- 7.4.1 Subject to clause 5 [Intellectual Property], ownership of Supplies, or partially completed Supplies, shall pass to the Commonwealth upon payment of a claim relating to those Supplies in accordance with clause 7.
- 7.4.2 If ownership of the Supplies vests in the Commonwealth, the Contractor shall deliver to the Commonwealth all Supplies remaining in its possession upon expiration or termination of this Deed or Contract.
- 7.4.3 The Contractor shall ensure that, at the time title of any Supplies passes to the Commonwealth, those Supplies shall be free of any registered or unregistered charge, lien, mortgage or other encumbrance.
- 7.4.4 Risk of loss of, or damage to, the Supplies resides with the Contractor until the Supplies have been delivered to the Commonwealth in accordance with this Deed and any Contract.
- 7.4.5 If the Authorised Officer rejects any Supplies as not conforming to the requirements of any Contract, or if the Contractor retakes possession of the Supplies in accordance with any Contract, risk of loss of, or damage to, those Supplies shall revert to the Contractor on repossession or five (5) Working Days after issue of a notice under clause 6.2.5, whichever is the earlier.

#### **7.5 Taxes and Duties**

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- 7.5.1 All taxes, duties and government charges imposed or levied in Australia or overseas in connection with this Deed or any Contract shall be met by the Contractor and shall be included within the Contract Price.
- 7.5.2 The Contract Price set out in the Official Order at Attachment D includes GST for Supplies to be delivered under the Contract which are taxable supplies within the meaning of the GST Act.
- 7.5.3 The Contractor shall submit each claim for payment under this clause 7 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.
- 7.5.4 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.
- 7.5.5 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.
- 7.5.6 Any amount of GST to be paid by the Contractor under clause 7.5.5 shall be a debt due to the Commonwealth in accordance with clause 12.5.

#### **7.6 Pricing adjustments**

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- 7.6.1 From the second anniversary of the Base Date specified in the Details Schedule, the Labour Rates and Unit Prices (as applicable) at Attachment B shall be subject to annual adjustment to reflect changes in the cost of labour and materials in accordance with the Adjustment Formula at Attachment E.
- 7.6.2 The adjusted Labour Rates and Unit Prices (as applicable) shall apply on and from the Adjustment Date, until the next applicable Adjustment Date. The Commonwealth shall issue an amendment to this Deed pursuant to clause 10.1 to amend the Labour Rates and Unit Prices (as applicable).
- 7.6.3 The adjusted price or payment amount shall apply on and from the applicable Adjustment Date. However, unless stated otherwise in an Official Order, the Adjustment Formula shall not be applied to an extant Official Order (including in relation to any unperformed Supplies).

**7.7 Adjustments for Option to Extend**

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- 7.7.1 If the Commonwealth exercises its option to extend the Term pursuant to clause 1.3, then the Unit Prices and Labour Rates (as applicable) at Attachment B shall be subject to adjustment in accordance with the Adjustment Formula at Attachment E on the Expiry Date (specified in the Details Schedule) and the methodology described in clause 7.6.

**7.8 Late Payments**

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- 7.8.1 Subject to clause 7.8.3, if payment of an amount due under a Contract is made late, the Commonwealth shall pay interest on the unpaid amount in accordance with this clause 7.8.

- 7.8.2 Interest payable by the Commonwealth under this clause 7.8 shall be calculated in accordance with the following formula:

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

Where:

- |                          |  |
|--------------------------|--|
| “I%” for late payments = | the General Interest Charge Rate current at the due date of payment expressed as a decimal rate per day. |
| “P” =                    | the amount of the late payment.  |
| “n” =                    | the number of days that the payment was late up to and including the day that the payment is made.       |

- 7.8.3 Interest shall only be payable in accordance with this clause 7.8 if:

- the Contract Price is less than or equal to A\$1 million; and
- the interest amount exceeds A\$100.

- 7.8.4 A claim for payment (invoice) is not required to be submitted by the Contractor for late payments. The Commonwealth will pay interest in accordance with this clause 7.8 whether or not the Contractor has submitted a separate invoice for the interest.

**7.9 Cost Principles**

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- 7.9.1 Without in any way affecting or overriding the other terms of this Deed or any Contract, the Commonwealth may apply the CASG Cost Principles when considering any:

- price for any change proposal to this Deed or any Contract under clause 10.1; or
- claim for costs if this Deed or any Contract is terminated.

**8 INSURANCE AND LIABILITY****8.1 Indemnity**

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- 8.1.1 The Contractor hereby indemnifies the Commonwealth and Commonwealth Personnel against any liability, loss, damage, costs (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis) and expenses arising out of or in connection with a default or unlawful or negligent act or omission on the part of the Contractor, Contractor Personnel, Subcontractors or Subcontractor Personnel.

- 8.1.2 The Contractor’s liability to indemnify the Commonwealth shall be reduced proportionally to the extent that any unlawful or negligent act or omission on the part of the Commonwealth or any person through whom the Commonwealth is acting (but not including the Contractor, Contractor Personnel, Subcontractors or Subcontractor Personnel) contributed to the liability, loss, damage, costs or expenses.

**8.2 Intellectual Property Indemnity**

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- 8.2.1 Subject to clause 8.2.2, the Contractor hereby indemnifies the Commonwealth, Commonwealth Personnel, licensees or sub-licensees against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense sustained or incurred by the Commonwealth

which arises out of any action, claim, dispute, suit or proceeding brought by any third party in respect of any:

- a. infringement or alleged infringement of that third party's IP rights including Moral Rights when the infringement or alleged infringement arises out of any activity permitted under any licence or assignment referred to in clause 5 or otherwise under this Deed or any Contract; or
- b. breach or alleged breach of any duty of confidentiality owed to that third party, when the breach is caused by any act or omission on the part of the Contractor or any Contractor Personnel, Subcontractors or Subcontractor Personnel (whether or not such act or omission constitutes a breach of this Deed or any Contract).

8.2.2 The Contractor shall not be liable to indemnify the Commonwealth for an alleged infringement of a third party's IP rights under clause 8.2.1a or an alleged breach of a duty of confidentiality owed to a third party under clause 8.2.1b unless:

- a. the alleged infringement or breach (as applicable) is found or otherwise determined to have been an infringement or breach (as applicable) by a court, tribunal, arbitrator, mediator or other similar dispute resolution body; or
- b. the Commonwealth agrees to settle the alleged infringement or breach (as applicable) with the third party claimant on the basis that the claim has at least a meaningful prospect of success in accordance with legal principle and practice, as required under the *Legal Services Directions*.

8.2.3 For the purposes of this clause 8.2, 'infringement' includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth), and section 25 of the *Circuits Layout Act 1989* (Cth), constitute an infringement.

### **8.3 Limitation of Liability**

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8.3.1 Subject to clause 8.3.2, the liability of the Contractor to the Commonwealth arising out of the Contractor's performance of any Contract will be limited as follows:

- a. in connection with Contracts for the provision of all Supplies other than Category 4 Supplies: in aggregate to the amount specified in the Details Schedule; and
- b. in connection with Contracts for the provision of Category 4 Supplies:
  - (i) for liability for obligations and warranties that apply to the performance of the Contract, including as set out in this Deed: in aggregate \$10 million;
  - (ii) for loss of or damage to the Supplies: in aggregate one-and-a-half times (1.5x) the value of the relevant Contract;
  - (iii) for loss of, or damage to, Defence property: in aggregate to \$10 million; and
  - (iv) for any other liability not mentioned in clauses 8.3.1b(i) to 8.3.1b(iii) inclusive: in aggregate \$10 million.

8.3.2 The limitations in clause 8.3.1 do not apply to liability of the Contractor, including under an indemnity whether or not expressly referred to in this clause, for:

- a. personal injury and death;
- b. loss of, or damage to, third party property or Commonwealth property (other than Defence property);
- c. breach of IP rights, confidentiality, privacy or security obligations;
- d. fraud or Wilful Default;
- e. unlawful (not including breach of Deed or any Contract) or illegal acts; or
- f. the IP indemnity provided by the Contractor under clause 8.2.

8.3.3 If more than one limitation specified in clauses 8.3.1b(i) to 8.3.1b(iv) inclusive applies or is capable of applying to a particular liability, and the liability cap under one or more of clauses 8.3.1b(i) to 8.3.1b(iv) is reached, the Commonwealth may recover from the



Contractor for the remainder of the liability under the other limitation up to amount of the other liability cap or caps as applicable.

#### 8.4 Insurance

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- 8.4.1 The Contractor shall effect and maintain (or be insured under) the insurances for the times and in the manner specified in this clause 8.4, except to the extent that a particular risk is insured against under other insurance effected in compliance with this clause 8.4.
- 8.4.2 The Contractor shall use its reasonable endeavours to ensure that its Subcontractors are insured as required by this clause 8.4, as is appropriate (including with respect to the amount of insurance, types of insurance and period of insurance) given the nature of Supplies or work to be performed by them, as if they were the Contractor.
- 8.4.3 **(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 this Deed or any Contract.
- 8.4.4 **(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.
- 8.4.5 **(products liability)** The Contractor shall effect and maintain products liability insurance written on an occurrence basis with a limit of indemnity not less than the amount specified in the Details Schedule each occurrence and in the aggregate for all occurrences in any 12 month policy period, which covers the Contractor and Contractor Personnel for their respective liabilities caused by, arising out of, or in connection with, the negligent manufacture, processing, alteration, repair, installation, supply, distribution or sale of any product by the Contractor, Contractor Personnel, Subcontractors and Subcontractor Personnel. This insurance shall have a worldwide territorial limit.
- 8.4.6 **(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, Contractor Personnel, Subcontractors or Subcontractor 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, Contractor Personnel, Subcontractors and Subcontractor Personnel under this Deed or any Contract;
  - b. extend to cover claims related to software and IT risks;
  - c. extend to cover claims for unintentional breaches of intellectual property rights;
  - d. extend to cover claims for unintentional breaches of trade practices or competition laws;
  - e. have a retroactive date of no later than the earlier of the commencement of the work under this Deed or any relevant Contract including any earlier preparatory work by the Contractor, Contractor Personnel, Subcontractors and Subcontractor Personnel; and
  - f. have worldwide territorial and jurisdictional limits, including Australia.
- 8.4.7 **(other required insurances)** The Contractor shall effect and maintain, or shall ensure that the relevant subcontractor or subcontractors in its supply chain effect and maintain, such other insurance policies as required by Law or as prudent supplier would otherwise hold in the particular circumstances, which shall include without limitation:

- a. where the provision of the Supplies involves the use of a motor vehicle, for example the collection of LiDAR data or the delivery of Supplies to the Commonwealth using a motor vehicle: motor vehicle insurance as required by Law and as a prudent supplier would hold;
- b. where the provision of the Supplies involves the use of an aircraft, for example the collection of aerial data from a manned aircraft: adequate aviation and aviation products liability insurance with adequate coverage and policy limits to cover reasonably foreseeable risks of the activity; and
- c. where the provision of the Supplies involves the use of a vessel, for example the collection of maritime data from a vessel: marine liability (or protection and indemnity) insurance adequate coverage and policy limits to cover reasonably foreseeable the activity.

8.4.8 The insurances and registrations referred to in:

- a. the following clauses shall be effected before the Contractor commences work under this Deed, and thereafter be maintained until all work under this Deed and any Contract is completed:
  - (i) clause 8.4.3 (workers compensation); and
  - (ii) clause 8.4.4 (public liability);
  - (iii) clause 8.4.5 (products liability);
  - (iv) clause 8.4.7 (other required insurances);
- b. clause 8.4.6 (professional indemnity) shall be effected before the Contractor commences work under this Deed, and thereafter be maintained until the earlier of:
  - (i) 7 years following completion of the work under this Deed and any Contract; or
  - (ii) 7 years following an earlier termination of this Deed and all Contracts extant at the date of termination of this Deed;
- c. clause 8.4.4 (public liability), clause 8.4.5 (products liability) shall be effected before the Contractor commences work under this Deed, and thereafter be maintained until all work under this Deed and any Contract is completed and, in respect of product liability for 10 years following completion of the work under any Contract; and
- d. clause 8.4.7 (other required insurances) shall be effected before the Contractor commences work under this Deed which requires such other insurances or which a prudent supplier in the Contractor's position would effect or ensure its subcontractors effected.

8.4.9 To the extent that the Contractor's insurances and registrations required by clause 8.4 of this Deed are in fact written on a claims made basis (notwithstanding any requirements of this Deed 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 this Deed and any Contract; or
- b. 7 years following an earlier termination of this Deed and all Contracts extant at the date of termination of this Deed.

8.4.10 With the exception of statutory insurances, the insurances referred to in this clause 8.4 shall be effected with an insurer with a financial security rating of "A-" or better by Standard & Poors (or the equivalent rating with another recognised rating agency), or an insurer approved by the Commonwealth, acting reasonably.

8.4.11 The Contractor shall, on request, produce evidence satisfactory to the Commonwealth Representative or Authorised Officer (as applicable), acting reasonably, of the currency and terms of the insurances referred to in this clause 8.4.

8.4.12 In respect of each insurance referred to in this clause 8.4, 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 this Deed or any Contract, if requested to do so in writing by the Commonwealth; and

- b. do everything reasonably required by the Commonwealth to enable the Commonwealth to claim and to collect or recover monies due under any insurance policy.

8.4.13 In addition to any other rights the Commonwealth may have under clause 12.2, the Commonwealth reserves the right to withhold payments under this Deed or any Contract if the Contractor has failed to remedy a breach of this clause 8.4.

8.4.14 The Contractor shall be:

- a. deemed compliant with the requirements of the following clauses:
  - (i) clause 8.4.1;
  - (ii) clause 8.4.3 (workers compensation);
  - (iii) clause 8.4.4 (public liability);
  - (iv) clause 8.4.5 (products liability);
  - (v) clause 8.4.6 (professional indemnity); and
  - (vi) clauses 8.4.8, 8.4.8c and 8.4.10; and
- b. relieved of its obligations under clauses 8.4.11 and 8.4.12,

in respect of a particular insurance listed in clause 8.4.14a for any period during which the Contractor's insurance program holds ACIP status under CASG's centralised process for monitoring the compliance of contractors with contractual insurance requirements, subject to any limitations on or conditions of that approval (including whether the Contractor's ACIP status extends to that type of insurance). The Contractor shall advise the Commonwealth Representative within five (5) Working Days if its ACIP status is withdrawn or suspended by the Commonwealth.

## **8.5 Proportionate Liability Laws**

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- 8.5.1 The parties agree that, to the extent permitted by Law, the provisions of this Deed and each 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.

## **9 WARRANTIES**

### **9.1 Quality Management**

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- 9.1.1 Subject to the terms of the End User Licence Agreement at Attachment L with respect to any Licensed Material, the Contractor:
- a. shall ensure that the Supplies provided are to the industry's best standard; and
  - b. warrants that all Supplies provided under any Contract shall be fit for the purpose or purposes for which Supplies of that kind would be reasonably expected to be applied by the Commonwealth (including without limitation AGO, the Australian Hydrographic Office and other relevant areas within the Department of Defence and National Intelligence Community).
- 9.1.2 Any discrepancies in quantity or quality of the Supplies ordered or any damage to the Supplies (including any packaging that the Supplies are delivered in) found at the time of receipt of the Supplies shall be promptly corrected by the Contractor and at no cost to the Commonwealth.

**9.2 Professional Warranty**

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- 9.2.1 The Contractor warrants that:
- a. the Contractor has the necessary expertise, experience, capacity and capability required to provide the Supplies in accordance with a standard of care, skill and diligence that would be exercised by a competent supplier of such Supplies; and
  - b. that the Supplies shall conform with the requirements of this Deed and the Contract.
- 9.2.2 The Contractor shall remedy any errors or defects in the Supplies notified to the Contractor by the Authorised Officer during the Warranty Period specified in the Details Schedule.
- 9.2.3 The liability of the Contractor to remedy errors or defects under clause 9.2.2 by the Contractor shall not apply to the extent that the defect arises from the Commonwealth's negligent or wilful damage of the Supplies.
- 9.2.4 The Contractor, unless the Authorised Officer otherwise allows by notice, shall meet all costs of, and incidental to, the discharge of the warranties under this clause 9.2.
- 9.2.5 The Contractor acknowledges that the Commonwealth enters into this Deed and the Contract in reliance on the Contractor's warranties in this clause 9.2, and the Contractor's skill and judgement in providing the Supplies.
- 9.2.6 If the Contractor fails, within 30 days after notification by the Authorised Officer, to rectify an error or a defect pursuant to this clause 9.2, the Commonwealth may, without limiting the Contractor's warranties and obligations under this clause 9, perform or have performed the necessary remedial work at the expense of the Contractor, and may recover such expense as a debt due to the Commonwealth in accordance with clause 12.5.
- 9.2.7 The rights and remedies provided in this clause 9.2 are in addition to, and shall not limit, any other rights of the Commonwealth under this Deed, any Contract or otherwise at Law.

**9.3 Packaging of deliverables**

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- 9.3.1 The Contractor shall ensure all Supplies are packaged appropriately to ensure safe delivery and shall comply with all requirements for packing, marking or labelling specified in the relevant Contract.

**10 DEED MANAGEMENT****10.1 Change to this Deed or any Contract**

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- 10.1.1 Either party may propose a change to this Deed or any Contract.
- 10.1.2 This Deed and each Contract may only be changed if the change is agreed in writing signed by both the Commonwealth (by either its Commonwealth Representative or an Authorised Officer) and the Contractor.
- 10.1.3 A change to this Deed or any Contract shall take effect on the date it is specified to take effect. If no date is specified, the change shall take effect on the date the change is signed by the parties in accordance with clause 10.1.2, or if signed on separate days, the date of the last signature.
- 10.1.4 The Commonwealth Representative may issue an amendment to this Deed to incorporate any changes that have taken effect under clause 10.1.2. The amendment does not affect the legal status of the change as determined under clause 10.1.2.
- 10.1.5 The Authorised Officer may issue an amendment to any Contract to incorporate any changes that have taken effect under clause 10.1.2. The amendment does not affect the legal status of any Contract change as determined under clause 10.1.2.
- 10.1.6 The parties shall not be liable to each other for any additional work undertaken or expenditure incurred unless the adjustment is in accordance with this clause 10.1.

**10.2 Annual Reporting**

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- 10.2.1 The Contractor shall provide to the Commonwealth Representative with a written report to the Commonwealth every 12 months (with the first report due Base Date plus 12 months) which details:
- a. the details of all Official Orders (PO number and brief description of services) submitted for the reporting period; and
  - b. the total value of those Official Orders.
- 10.2.2 In respect of any Contracts which are or were on foot in the reporting period, the report to be provided in accordance with clause 10.2.1 shall also detail:
- a. a summary of the Contract details, including the official order number / contract number and the contract title (if applicable);
  - b. if any Supplies were rejected during the reporting period, or the Contractor failed to provide any Supplies that were due in the reporting period. This shall include:
    - (i) a description of those Supplies;
    - (ii) reasons for the rejection or failure to provide those Supplies; and
    - (iii) details of the relevant Contract;
  - c. except as detailed in accordance with clause 10.2.2b, confirmation whether the Contractor has, and (if applicable) its Subcontractors have, complied with all obligations under this Deed and all Contracts;
  - d. confirmation as to whether the Contractor is a Small Business;
  - e. details of the Subcontractors (if any) used by the Contractor in the delivery of Supplies during the relevant period, including:
    - (i) the names and ACN/ABN (or other relevant registration number) of each Subcontractor;
    - (ii) whether the Subcontractor is a Small Business;
  - f. a completed performance assessment in accordance with Attachment N (Performance Management Framework) for all ongoing Contracts and Contracts that were on foot or completed during the relevant reporting period; and
  - g. any other information reasonably required by the Commonwealth Representative.
- 10.2.3 The written report referred to in this clause 10.2 shall be in a form acceptable to the Commonwealth.

**10.3 [Not used]**

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**10.4 Performance Assessment**

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- 10.4.1 Unless notified otherwise by the Commonwealth, the Contractor shall, in relation to each Contract, no later than 20 Working Days after the Contractor has completed all obligations under the Contract (other than obligations which survive the conclusion of the Contract):
- a. undertake self-assess its performance in providing the Supplies against the Performance Management Framework set out in Attachment N, in the form provided by the Commonwealth; and
  - b. submit to the Commonwealth the completed performance Assessment to the Commonwealth as required by this clause 10.4.
- 10.4.2 The Contractor's performance assessment will be subject to review by the Commonwealth Representative to determine whether the assessment reasonably represents the performance of the Contractor in relation to the relevant Contract.
- 10.4.3 The Commonwealth may request further information from the Contractor to support its self-assessment and the Contractor shall supply that further information in a timely manner.

- 10.4.4 If the Commonwealth does not agree with the Contractor's performance assessment it shall notify the Contractor in writing of the reasons for, and the extent of, any changes required to be made in the assessment.
- 10.4.5 If, in relation to any Contract, the Commonwealth considers that Supply Performance Assessment is less than "As Contracted" then, without limiting the parties' other rights and obligations under this Deed or the Contract, the parties shall meet as soon as practicable to discuss the performance and options for resolution of the matter.
- 10.4.6 The Commonwealth is not obliged to rely upon the Contractor's performance assessment for a period, and may substitute its own reasonable assessment, when considering the Contractor's performance under a Contract, conducting a review of the GeoPanel in accordance with clause 1.7, and issuing any future RFQTS.

## **10.5 Waiver**

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- 10.5.1 Failure or delay by either party to enforce a term of this Deed or any Contract shall not be construed as in any way affecting the enforceability of that provision, or this Deed or any Contract as a whole.

## **10.6 Confidential Information**

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- 10.6.1 If, in connection with this Deed or any Contract, Confidential Information is provided or produced by any person, the relevant party shall ensure that any person receiving or producing the information protects the confidential nature of the information except:
- a. if disclosure of the information is required by Law or statutory or portfolio duties; or
  - b. to the extent that the Commonwealth would be prevented from exercising any of its IP rights under this Deed or any Contract.
- 10.6.2 If it is necessary to disclose Confidential Information, provided or produced by or on behalf of the other party, to a third party, other than a legal adviser or for a purpose within an exception listed in clause 10.6.1, the party wishing to make the disclosure must obtain the written consent of the other party to this Deed.
- 10.6.3 The Contractor shall:
- a. provide to the Commonwealth a properly executed confidentiality deed poll substantially in the form of Attachment J and Attachment K (as applicable) within five (5) Working Days of the Effective Date; and
  - b. obtain and provide to the Commonwealth, prior to disclosing any Commonwealth Confidential Information to the person:
    - (i) for any Subcontractor entity that is not a natural person, a confidentiality deed poll substantially in the form of Attachment J properly executed by that Subcontractor;
    - (ii) if required by the Commonwealth, a confidentiality deed poll substantially in the form of Attachment K properly executed by any natural person engaged in the performance of a Contract; or
    - (iii) any other confidentiality undertaking from that person or another person such as the person's employer, as required by the Commonwealth.
- 10.6.4 The parties agree that only the provisions of this Deed and its Attachments specified in Attachment F are Confidential Information for the relevant party. The Contractor shall not, in marking information supplied to the Commonwealth, misuse the term 'Confidential Information' or the Contractor's equivalent. The marking of information as 'Confidential Information' or equivalent is not determinative as to whether the information is Confidential Information for the purposes of this Deed or a Contract.
- 10.6.5 The parties agree that any provisions of any Contract that vary or add to the COD, and that are Confidential Information to a party at the time any Contract is created, shall be listed in the Contract (or an attachment to it) in the form of Attachment F.

- 10.6.6 The Contractor agrees to deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control which contain or relate to any information that is Confidential Information of the Commonwealth on the earlier of:
- a. demand by the Commonwealth; or
  - b. the time the documents and other material are no longer required for the purposes of this Deed or any Contract.
- 10.6.7 If the Commonwealth makes a demand under clause 10.6.6, and the Contractor has placed or is aware that documents containing the Confidential Information are beyond its possession or control, then the Contractor shall provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.
- 10.6.8 The Contractor, when directed by the Commonwealth in writing, agrees to destroy any document in its possession, power or control which contain or relate to any Confidential Information.
- 10.6.9 Return or destruction of the documents referred to in this clause 10.6 does not release the Contractor from its obligations under this Deed or any Contract.

### **10.7 Assignment and Novation**

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- 10.7.1 Neither party may, without the written consent of the other, assign in whole or in part, its rights under this Deed or any Contract.
- 10.7.2 If the Contractor proposes to enter into any arrangement that will require the novation of this Deed or any Contract, it shall notify and seek the consent of the Commonwealth Representative within a reasonable period prior to the proposed novation.

### **10.8 Negation of Employment and Agency**

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- 10.8.1 The Contractor shall not represent itself, and shall ensure that Contractor Personnel, Subcontractors and Subcontractor Personnel do not represent themselves, as being employees, partners or agents of the Commonwealth.
- 10.8.2 Without limiting clause 10.8.1, the Contractor shall clearly identify itself, and shall ensure that the Contractor Personnel, Subcontractors and Subcontractor Personnel clearly identify themselves, as a contractor to the Commonwealth when communicating through telephone, email or any other communication tool in the course of performing the Supplies.
- 10.8.3 The Contractor, Contractor Personnel, Subcontractors and Subcontractor Personnel shall not by virtue of this Deed or any Contract, be, or for any purpose be deemed to be, an employee, partner or agent of the Commonwealth.

### **10.9 Commonwealth Access**

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- 10.9.1 During the Term or during the performance of any Contract created under this Deed, the Contractor shall permit the Commonwealth Representative or any person authorised by the Commonwealth Representative access to its premises, and access to any of its records or accounts relevant to or impacting on the performance of work under this Deed or any Contract. The Commonwealth may copy any records or accounts for the purposes of this Deed or any Contract.
- 10.9.2 Without limiting clauses 10.9.1, and 10.9.3, 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 this Deed and any Contract;
  - b. the Auditor-General may give a copy of, or an extract from, a report on an audit in relation to this Deed or 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 10.9.1 or 10.9.2.

- 10.9.3 Without limiting the generality of clause 10.9.1 or 10.9.4, the purposes for which the Commonwealth Representative or any person authorised by the Commonwealth Representative may require access include:
- a. inspecting CMCA, attending, checking or conducting stocktakes of CMCA, including viewing and assessing the Contractor's inventory control and stocktaking systems, or removing CMCA that are no longer required for the performance of the Contract;
  - b. validating the Contractor's progress in meeting any AIC requirement;
  - c. investigating the reasonableness of proposed prices or costs in relation to this Deed or any Contract;
  - d. determining whether and to what extent steps should be taken to register or otherwise protect Commonwealth IP;
  - e. monitoring the Contractor's WHS and environmental compliance in connection with the provision of the Supplies; and
  - f. assessing the financial viability of the Contractor to perform and complete any Contract.
- 10.9.4 If the Contractor enters into a Subcontract in accordance with clause 10.11, the Contractor shall ensure the Subcontracts require Subcontractors to give the Commonwealth Representative, and any person authorised by the Commonwealth Representative, access to the Subcontractors' premises, and to records and accounts in connection with the performance of work under the Subcontract, including the right to copy.
- 10.9.5 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.

#### **10.10 Contractor Access**

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- 10.10.1 The Commonwealth shall allow the Contractor or its Key Persons access to Commonwealth Premises for the purpose of performing the Contract.
- 10.10.2 The Contractor shall comply with, and require persons afforded access under this clause 10.10 to comply with, any relevant Commonwealth safety and security requirements, regulations, standing orders, or codes of behaviour for the Commonwealth Premises.
- 10.10.3 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 10.13.
- 10.10.4 The Contractor acknowledges that it may be provided with the ability to access Commonwealth-held information in connection with its performance of its obligations under this Deed and Contracts, including through access to Commonwealth information technology systems. Without limiting the Contractor's other obligations under this Deed (including clause 10.14, any 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 Supplies.

#### **10.11 Subcontracts**

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- 10.11.1 The Contractor shall not Subcontract the whole of the work under this Deed or any Contract. The Contractor shall not Subcontract any part of the work under the Contract without the prior written approval of the Commonwealth Representative.
- 10.11.2 The Contractor, by subcontracting any part of the work for any Contract or by obtaining the Commonwealth Representative's approval of a Subcontractor, shall not be relieved of its liabilities or obligations, and shall be responsible for all Subcontractors.
- 10.11.3 Without limiting the Contractor's obligations under this Deed or any applicable Contract, the Contractor shall ensure that:
- a. the requirements of clauses 4.1, 5.1.4, 5.3.2, 10.8, 10.9.4, 10.12, 11.1, 11.5 to 11.9 (inclusive) and 11.12 are included in all Subcontracts;



- b. each Subcontractor that requires access to any Commonwealth Premises or to security classified information is subject to the requirements of clause 10.13;
  - c. each Subcontractor that requires access to any Defence Networks is subject to the requirements of clause 10.14;
  - d. the requirements of clauses 10.10, 10.13 and 10.15, are included in all Subcontracts; and
  - e. the Contractor obtains rights, in each Subcontract, that are equivalent to the rights of the Commonwealth under clause 12.3.
- 10.11.4 The Contractor shall not enter into a Subcontract for any Contract with a Subcontractor named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).
- 10.11.5 The Contractor, if requested by the Commonwealth Representative, shall provide the Commonwealth Representative with names of all Subcontractors and a copy of any Subcontract, which copy need not contain prices. The Contractor acknowledges and shall inform its Subcontractors that the Commonwealth may be required to publicly disclose the Subcontractors' participation in the performance of any Contract.

## 10.12 Time periods for paying Subcontractors

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- 10.12.1 This clause 10.12 applies only to the Contractor in respect of each Contract where each the following criteria are satisfied:
- a. the Contractor is a "Reporting Entity" as defined in the *Payment Times Reporting Act 2020* (Cth); and
  - b. the value of the Contract is over \$4 million.
- 10.12.2 The Contractor shall comply with the Payment Times Procurement Connected Policy (**PT PCP**), including the obligation to provide and comply with a **PT PCP Remediation Plan** as defined in the PT PCP) when required to do so by the PT PCP Policy Team.
- 10.12.3 If the Contractor enters into a PT PCP Subcontract, the Contractor shall include in that subcontract:
- a. a requirement for the Contractor to pay the PT PCP Subcontractor:
    - (i) within 20 days after the acknowledgement of the satisfactory delivery of the goods or services and receipt of a correctly rendered invoice provided that this does not affect any other obligation to comply with applicable legislation that provides for a shorter payment period; and
    - (ii) subject to clause 10.12.5, for payments made by the Contractor after the payment is due, the unpaid amount plus interest on the unpaid amount calculated in accordance with the formula for late payments at clause 7.8;
  - b. a statement that the PT PCP applies to that subcontract;
  - c. a statement that the subcontractor may make a complaint to the PT PCP Policy Team in accordance with the PT PCP if there has been non-compliance with the requirements of this clause 10.12.3;
  - d. a statement that the Contractor must respond to any complaint of non-compliance made by the subcontractor under clause 10.12.3c; and
  - e. a statement that, if requested by the PT PCP Policy Team, the Contractor must complete a questionnaire in the form of Appendix C to the PT PCP.
- 10.12.4 If the Contractor enters into a Reporting Entity Subcontract, the Contractor:
- a. shall include in that subcontract obligations equivalent to those in clause 10.12.3; and
  - b. use reasonable endeavours to include in that subcontract a requirement that if the Reporting Entity Subcontractor in turn enters into a Reporting Entity Subcontract, then that subcontract will include:
    - (i) obligations equivalent to those in clause 10.12.2; and

- (ii) obligations equivalent to this clause 10.12.4b (such that the obligations in this clause 10.12.4b are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).

- 10.12.5 The Contractor is not required to pay interest in accordance with clause 10.12.3a(ii) if either:
- a. the Commonwealth has failed to pay the Contractor in accordance with the timeframes and requirements under this Contract; or
  - b. the amount of the interest that would otherwise be payable is less than \$100 (including GST).
- 10.12.6 The Contractor agrees that if it is the subject of a complaint in relation to its compliance with clauses 10.12.2 to 10.12.5, or the associated payment provisions of a PT PCP Subcontract, the Contractor shall:
- a. not take any prejudicial action against the complainant due to the complaint or any investigation or inquiry in relation to the complaint; and
  - b. cooperate in good faith with the PT PCP Policy Team in connection with any investigation or inquiry and any attempt to resolve the complaint.

### **10.13 Defence Security**

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- 10.13.1 The Contractor shall at all times comply with, and ensure the Contractor Personnel, Subcontractors or Subcontractor Personnel comply with, all provisions of Attachment I [Additional Security Requirements].
- 10.13.2 If the Contractor requires 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 DSPF) notified to the Contractor by the Commonwealth Representative from time to time; and
  - b. ensure that Contractor Personnel, Subcontractors and Subcontractor Personnel are aware of and comply with the Commonwealth's security requirements.
- 10.13.3 The Contractor shall:
- a. ensure that Contractor Personnel, Subcontractors and Subcontractor 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 the Supplies 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.
- 10.13.4 The security classification of the information and assets accessible to the Contractor and work to be performed under this Deed and any Contract will be up to and including the level specified in the Details Schedule. The Contractor shall:
- a. if required in the Details Schedule, obtain and maintain all elements of DISP membership at the levels specified in the Details Schedule (or an equivalent international agreement or arrangement) in accordance with Principle 16 of the DSPF.
  - b. if not required to be a member of the DISP, comply with the classification and protection of official information requirements of Principle 10 of the DSPF;
  - c. 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; and
  - d. possess a facility accreditation (if any) and an ICT system accreditation (if any) specified in the Details Schedule and comply with the requirements and procedures of Principle 73 and Principle 23 of the DSPF.
- 10.13.5 Where work under the Contract is performed overseas, the Contractor shall comply with:

- a. the requirements of clauses 10.13.4c and 10.13.4d for the classification level (if any) specified in the Details Schedule or equivalent classification; and
  - b. comply with the relevant overseas government industry security policy.
- 10.13.6 For the purposes of clause 10.13.5, accreditations shall be issued by the relevant overseas government security authority, and shall be verified by the DS&VS (through a bilateral security instrument or otherwise).
- 10.13.7 [Not used]
- 10.13.8 With respect to security classified information, the Contractor shall:
- a. ensure that no security classified information furnished or generated under the Deed or any 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 Deed or any 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.
- 10.13.9 If there has been a breach of any obligation under clause 10.13 by the Contractor (including a breach by any Contractor Personnel, a Subcontractor, or Subcontractor Personnel of clause 10.13), the Commonwealth Representative may give the Contractor a notice of termination for default under clause 12.2.1b.

#### **10.14 Access to the Defence Networks**

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- 10.14.1 Subject to clause 10.13, the Contractor may be provided access to the Defence Protected Network ('**DPN**'), the Defence Secret Network ('**DSN**') or other Defence IT systems or networks ('**Defence Network**') to facilitate its performance of the Deed and Contracts entered into under it.
- 10.14.2 The Contractor shall not:
- a. connect or in any other way attach any non-accredited equipment to a Defence Network; or
  - b. access a Defence Network for any purpose other than to the extent necessary for the purpose of performing its obligations under the Deed or a Contract.
- 10.14.3 The Contractor shall comply with all Commonwealth directions and instructions relating to Defence Network security requirements.
- 10.14.4 The Contractor shall take all reasonable steps to ensure that any use of any Defence Networks under a Contract does not damage, interfere with or otherwise compromise the Defence Network, or any information contained within it.
- 10.14.5 The Contractor shall not establish any interface between any Defence Network and any information system owned or controlled by the Contractor, or by a third party, without the prior written consent of the Commonwealth Representative.
- 10.14.6 If there has been a breach of any obligation under clause 10.14 by the Contractor (including a breach by any Contractor Personnel, Subcontractors or Subcontractor Personnel), the Commonwealth Representative may give the Contractor a notice of termination for default under clause 12.2.1b.

**10.15 Conflict of Interest and Probity**

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- 10.15.1 The Contractor acknowledges and agrees that it will assist the Commonwealth to comply with its legal and accountability obligations in relation to the conduct of its activities under the GeoPanel and the conduct of its procurement-related activities more generally.
- 10.15.2 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 Deed or any Contract by itself or by any Contractor Personnel, Subcontractors or Subcontractor Personnel; and
  - b. shall promptly notify the Commonwealth in writing if such a conflict of interest arises, or appears likely to arise.
- 10.15.3 Within five (5) Working Days after giving notice under clause 10.15.2b, 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, the Commonwealth may direct the Contractor to resolve the issue in a manner proposed by the Commonwealth.
- 10.15.4 If the Contractor fails to notify the Commonwealth in accordance with clause 10.15.2b or 10.15.3 or is unable or unwilling to resolve the issue in the required manner, the Commonwealth may terminate the Deed and any Contract in accordance with clause 12.2.1c.
- 10.15.5 The Contractor shall not, and shall ensure that any Contractor Personnel, Subcontractors and Subcontractor Personnel do not, engage in any activity or obtain any interest during the Term of the Deed that is likely to conflict with or restrict the Contractor in providing the Supplies to the Commonwealth fairly and independently.
- 10.15.6 Without limiting the circumstances in which a conflict of interest might arise for the purposes of this Deed or any Contract, the Contractor acknowledges that a conflict of interest may arise:
- a. if the Contractor provides Supplies to the Commonwealth under the GeoPanel in an embedded manner (whether directly or as a Subcontractor, e.g. by supplying a person or persons to work within the Commonwealth's premises or on the Commonwealth's systems; commonly known as 'above the line' contracting), while also providing goods or services to the Commonwealth or prime contractors in an external capacity (commonly known as 'below the line' contracting);
  - b. if the Contractor or a Subcontractor proposes to engage an individual who is a former employee, officer or contractor of the Commonwealth (including Commonwealth Personnel, a Department of Defence Australian Public Service employee, or current serving ADF Member (as defined in the *Defence Act 1903* (Cth)) who was, or is, involved in assisting the Commonwealth in relation to an RFQTS being issued or to be issued by the Commonwealth, and the Contractor intends to or is considering submitting, a Quotation in response to that RFQTS;
  - c. if the Contractor or any Contractor Personnel, Subcontractors or Subcontractor Personnel receives and is considering, an offer of employment or other business opportunity relating to a RFQTS, or any other work directly or indirectly related to the Supplies performed by the Contractor under a Contract, from other members of the GeoPanel before or during the relevant RFQTS process or the term of the relevant Contract.
- 10.15.7 Without limiting clauses 10.15.3, 10.15.4 and 10.15.10, if a situation described in clauses 10.15.6a to c arises or may potentially arise, the Contractor:
- a. acknowledges and agrees that a decision by the Commonwealth about whether the Contractor is able to provide goods or services in a particular case (whether Supplies under the GeoPanel or other goods or services) will be made in accordance with the Probity Framework at Attachment M;
  - b. acknowledges and agrees that the Commonwealth and the Contractor will otherwise manage the situation in accordance with the Probity Framework; and

- c. shall comply with the Probity Framework in relation to any relevant contract to which the Contractor is a party (including any relevant Contract).
- 10.15.8 The Contractor shall, if requested by the Commonwealth, provide the Commonwealth with such information as the Commonwealth reasonably requests in order to satisfy itself that the Probity Framework has been complied with and remains sufficient to enable the Commonwealth to comply with its legal and accountability obligations in relation to the conduct of its procurement and procurement-related activities.
- 10.15.9 The Commonwealth may amend the Probity Framework from time to time, or require the Contractor to comply with additional requirements, if considered necessary by the Commonwealth to enable the Commonwealth to comply with its legal or accountability obligations in relation to the conduct of any future or current procurement activities.
- 10.15.10 The Contractor acknowledges and agrees that by entering into a Contract it may be excluded for reasons of conflict of interest (or reasons of probity more generally) from subsequently tendering for or being contracted to perform other work directly or indirectly related to the Supplies contracted to be provided under that Contract.
- 10.15.11 The Contractor further acknowledges and agrees that the Commonwealth may also apply the exclusion in clause 10.15.10 to Contractor Personnel, Subcontractors, Subcontractor Personnel and Related Bodies Corporate. The Contractor undertakes to obtain the acknowledgment and agreement of those persons to this provision.
- 10.15.12 The Contractor acknowledges and agrees that, for the purposes of this Deed and any Contract:
- a. whether or not a conflict of interest or other probity reasons exist, is a matter to be determined solely by the Commonwealth in its absolute discretion, and
  - b. each determination:
    - (i) shall be final and binding on the parties and not subject to clause 12.1 (Resolution of Disputes); and
    - (ii) shall not under any circumstances give rise to any liability on the part of the Commonwealth to the Contractor or any third party.

## **10.16 Post Defence Separation Employment**

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- 10.16.1 Except with the prior written Approval of the Commonwealth Representative, the Contractor shall not permit any Defence Personnel or Defence Service Providers who, at any time during the preceding 12 month period were engaged or involved in:
- a. the preparation or management of this Deed or any 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 this Deed or any Contract,
- to perform or contribute to the performance of this Deed or any Contract.
- 10.16.2 To avoid doubt, the 12 month period referred to in clause 10.16.1 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 this Deed or any Contract.
- 10.16.3 The Commonwealth Representative shall not unreasonably withhold approval under clause 10.16.1 and, in making a decision, 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 proposed to be performed by the person under the Deed or any 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 Deed or any Contract in the manner proposed under clause 10.16.1, 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 that withholding approval will have on the person's employment or remuneration opportunities or the performance of the Deed or any Contract; and
- e. the policy requirements set out in DI ADMINPOL Annex C AG5 and the *Integrity Policy Manual*, as applicable.

## **10.17 Change of Control of the Contractor**

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- 10.17.1 Subject to clause 10.17.2, the Contractor shall seek the Commonwealth Representative's prior written consent to any proposed Change of Control by providing notice to the Commonwealth at least 15 Working Days before the proposed Change of Control is to occur.
- 10.17.2 If a Change of Control occurs as a result of a transfer of shares or other interests listed on a recognised stock exchange and the consent of the Commonwealth Representative could not have been obtained in accordance with clause 10.17.1, the Contractor shall seek that consent by providing notice to the Commonwealth within five (5) Working Days after the Change of Control.
- 10.17.3 In any notice given to the Commonwealth seeking consent to a Change of Control, the Contractor shall include the following details:
- a. the ownership and management arrangements of the Contractor that were in place immediately before the change or, if the change has yet to occur, that were in place at the time the Contractor became aware of the prospective change;
  - b. the ownership and management arrangements of the Contractor that have been or will be put in place as a consequence of the change or, if the change has yet to occur, that the Contractor reasonably expects to be put in place if the change occurs;
  - c. the impact (if any) that the change has had on the Contractor's ability to meet its obligations under the Contract or, if the change has yet to occur, that the Contractor reasonably expects the change to have on that ability; and
  - d. the steps the Contractor has taken or proposes to take to minimise the impact of the change or prospective change.
- 10.17.4 If there is a Change of Control and the Commonwealth Representative does not consent to the Change of Control, then the Commonwealth may:
- a. give the Contractor a notice of termination under clause 12.2.1c; or
  - b. agree not to give the Contractor a notice of termination under clause 12.2.1c, subject to the Contractor providing further information, giving specified undertakings, or executing further agreements (including a variation to the Deed or Contracts), as may be required by the Commonwealth.
- 10.17.5 Nothing in this clause 10.17 requires the Contractor to act in a manner inconsistent with its obligations under the *Corporations Act 2001* (Cth) or equivalent laws and regulations in a foreign jurisdiction.

## **11 POLICY AND LAW**

### **11.1 Modern Slavery**

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- 11.1.1 The Contractor shall take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Supplies.
- 11.1.2 If at any time the Contractor becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of this Deed or any Contract, the Contractor shall, as soon as reasonably practicable, take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities (including Subcontractors) in its supply chains.

## 11.2 Governing Law

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

## 11.3 Compliance with Laws

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- 11.3.1 The Contractor shall, in the performance of this Deed and any Contract, comply with and ensure that 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 this Deed or any Contract is to be carried out.
- 11.3.2 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.
- 11.3.3 The Contractor:
- a. shall take all reasonable measures to prevent, detect and investigate any fraud that may occur, is occurring or has occurred under this Deed or any Contract or any Subcontract; and
  - b. acknowledges and agrees that its obligation clause 11.3.3a extends to taking all reasonable measures to prevent, detect and investigate any fraud which has or may be committed by Contractor Personnel.
- 11.3.4 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.

## 11.4 Australian Industry Capability

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- 11.4.1 The Contractor acknowledges that it may be required to submit a proposed Australian Industry Capability (AIC) policy compliance proposal as part of an RFQTS process and be required to comply with certain terms and conditions related to ensuring AIC as part of any agreed Contract. Such AIC requirements might include an 'AIC Schedule' for procurements valued between \$4 million and \$20 million including GST, an 'AIC Plan' for procurements valued over \$20 million including GST, or other AIC requirements as specified by the Commonwealth.

## 11.5 General Policy Requirements

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- 11.5.1 The Contractor shall comply with, and require all Contractor Personnel, Subcontractors and Subcontractor Personnel to comply with, the following Commonwealth policies of general application relevant or applicable to any 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 Chapter 3 of the Complaints and Alternative Resolutions Manual
  - b. Gifts, hospitality and sponsorship as detailed in DI(G) PERS 25-7;
  - c. Ethical relationship policies as detailed in *Defence and the Private Sector – An Ethical Relationship*;

- d. Australian Defence Force alcohol policy as detailed in DI(G) PERS 15-1;
- e. Public Interest Disclosure policy (<https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>);
- f. 'Company ScoreCard' / 'Performance Exchange Scorecard' policy (<https://www1.defence.gov.au/business-industry/industry-programs/performance-exchange-scorecard>);
- g. Work Health and Safety; Hazardous Substances; Defence Environmental; Ozone Depleting Substances and Synthetic Greenhouse Gases; and
- h. Defence Stocktaking and Assurance Checking policy as detailed in DEFLOGMAN Part 2: Volume 5.

**11.6 Indigenous Procurement Policy**

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- 11.6.1 The Contractor shall use its reasonable endeavours to increase its:
- a. purchasing from Indigenous enterprises; and
  - b. employment of Indigenous Australians,
- in the performance of the Deed. For the purposes of this clause '**Indigenous enterprise**' means an organisation that is 50 per cent or more Indigenous owned that is operating a business. Supply Nation maintains a list of enterprises that meet the definition of "Indigenous enterprises" ([www.supplynation.org.au](http://www.supplynation.org.au)).
- 11.6.2 The Contractor acknowledges that it may be required to submit as part of an RFQTS process a proposed plan for including Indigenous enterprises or employing Indigenous Australians and be required to comply with certain terms and conditions related to indigenous participation as part of any agreed Contract. Such indigenous participation requirements might include an 'Indigenous Participation Plan' for Contracts which exceed \$7.5 million (GST inclusive) that are for the provision of a category of goods or services that are covered by the Indigenous Procurement Policy.

**11.7 Workplace Gender Equality**

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- 11.7.1 The Contractor shall comply with its obligations under the *Workplace Gender Equality Act 2012* (Cth) ('**WGE Act**').
- 11.7.2 If the Contractor becomes non-compliant with the WGE Act during the period of the Contract, the Contractor shall notify the Commonwealth Representative.

**11.8 Black Economy Procurement Connected Policy**

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- 11.8.1 The Contractor will be required to obtain and hold copies of satisfactory and valid STRs for any Subcontractors that the Contractor directly engages (i.e. first tier Subcontractors) where the contract value will be over \$4 million (including GST). Any STRs obtained from these Subcontractors must be provided to the Commonwealth upon request.
- 11.8.2 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 of 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"> <li>(i) on behalf of the partnership; and</li> <li>(ii) in respect of each partner in the partnership that will be directly</li> </ul>



If the proposed Subcontractor to enter into the Subcontract is:	STRs required:
(a)	(b)
	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: (i) trustee; and (ii) the trust;
d. a joint venture participant;	a satisfactory and valid STR in respect of: (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 the: (i) the GST Group member; and (ii) the GST Group representative.

11.8.3 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 Deed 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.

11.8.4 The Contractor shall provide the Commonwealth with copies of the STRs referred to in clause 11.8.2 or 11.8.3 within five (5) Working Days after a written request by the Commonwealth.

11.8.5 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. **valid** if the STR has not expired as at the date on which the STR is required to be held.

## 11.9 Work Health and Safety

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### 11.9.1 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 Subcontractor Personnel; and
  - (iii) other persons,
 in connection with the Supplies or work performed under this Deed or any Contract.

### 11.9.2 Without limiting the application of the WHS Legislation, the Contractor acknowledges that to the extent that any Commonwealth Personnel:

- a. are located on the Contractor Premises in relation to the Contract; and
- b. whose activities in carrying out work in relation to the Contract are influenced or directed by the Contractor,

such Commonwealth Personnel will be taken to be workers for the purposes of the applicable WHS Legislation.

### 11.9.3 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 this Deed and any 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 applicable WHS Legislation.

### 11.9.4 The Contractor shall:

- a. provide the Supplies in such a way that the Commonwealth and Commonwealth Personnel are able to undertake any roles or obligations in connection with the Supplies (such as in relation to testing or auditing); and
- b. ensure that the Commonwealth and Commonwealth Personnel are able to make full use of the Supplies for the purposes for which they are intended, and to maintain, support and develop the Supplies,

without the Commonwealth or Commonwealth Personnel contravening any legislation relating to WHS including the applicable WHS Legislation, any applicable standards relating to WHS or any policy relating to WHS identified in this Deed or any Contract.

### 11.9.5 Without limiting the Contractor's obligations under this Deed or any Contract or at Law (and subject to any relevant foreign government restrictions), the Contractor shall, in connection with or related to the Supplies, 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. This may include, without limitation:

- a. copies of:
  - (i) all formal notices and written communications issued by a regulator or agent of the regulator under or in compliance with the applicable WHS Legislation to the Contractor or Subcontractor (as the case may be) relating to WHS matters;
  - (ii) all formal notices issued by a health and safety representative of the Contractor or Subcontractor (as the case may be) under or in compliance with the applicable WHS Legislation; and
  - (iii) all formal notices, written communications and written undertakings given by the Contractor or Subcontractor (as the case may be) to the regulator or agent of the regulator under or in compliance with the applicable WHS Legislation; and
- b. written assurances specifying that to the best of the Contractor's or the Subcontractor's (as the case may be) knowledge that the Contractor and Contractor Personnel are compliant with:
  - (i) the applicable WHS Legislation; and
  - (ii) any relevant or applicable approved codes of practice under the *Work Health and Safety Act 2011* (Cth) except where the Contractor complies with the WHS Legislation in a manner that is different from the relevant code of practice but provides a standard of WHS that is equivalent to or higher than the standard required in the code of practice,
 

and that the Contractor or Subcontractor (as the case may be) has made reasonable enquiries before providing the written assurances.

11.9.6 Subject to clause 10.13 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 this Deed or any Contract.

11.9.7 To the extent not inconsistent with the express requirements of this Deed or any 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 Supplies. 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.

11.9.8 Where the Supplies include plant which requires registration of design under the WHS Legislation or an OHS Law (in the case of an OHS Law, as a result of a licence being granted to the ADO - see Regulation 743 of the *Work Health and Safety Regulations 2011* (Cth)), the Contractor shall:

- a. obtain the registration of design from a relevant regulator (or where this is not possible, from the ADO pursuant to a licence granted under the OHS Law) and provide this to the Commonwealth at the time the Contractor provides the Supplies to the Commonwealth;
- b. attach a data plate to the relevant item (or items) of plant with the design registration details (or in a circumstance where it is not practicable to attach the data plate to the relevant item of plant, the data plate is to be affixed in a prominent place in the vicinity of the plant), which includes:
  - (i) the Design Registration Number ('DRN');
  - (ii) the date of issue of the DRN; and

- (iii) the name of the Commonwealth, State or Territory regulator that issued the DRN; and
  - c. provide maintenance documentation that details all mandatory maintenance activities and inspections required to ensure the plant is without risks to health and safety, including those required by an OHS Law or the WHS Legislation at the time the Contractor provides the Supplies to the Commonwealth.
- 11.9.9 The Contractor shall not use Asbestos Containing Material ('**ACM**') in providing the Supplies and shall not take any ACM onto Commonwealth Premises in connection with providing the Supplies.
- 11.9.10 Unless the Commonwealth Representative otherwise agrees in writing, the Contractor shall ensure that the Supplies do not contain or emit a Problematic Substance where:
  - a. the Problematic Substance may affect the health or safety of persons who may be exposed to the Problematic Substance; or
  - b. a person's health or safety may be affected by the Problematic Substance when conducting any of the activities referred to in clauses 11.9.13a to 11.9.13c.
  - c. ensure that any deliverable provided to the Commonwealth in connection with the Supplies does not contain a Problematic Substance; and
  - d. not use, handle or store a Problematic Substance on Commonwealth Premises in connection with the Supplies.
- 11.9.11 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 Supplies clearly identifies the nature of the substance and its associated hazards.
- 11.9.12 If a Notifiable Incident occurs in connection with work carried out under this Deed or any Contract:
  - a. on Commonwealth Premises;
  - b. which involves Commonwealth Personnel; or
  - c. which involves a Commonwealth specified system of work,
 the Contractor shall:
  - (i) immediately report the incident to the Commonwealth;
  - (ii) promptly provide the Commonwealth 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;
  - (iii) provide the Commonwealth 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 the completion of the Department of Defence Form AE527 (as amended or replaced from time to time)); and
  - (iv) provide other reasonable assistance required by the Commonwealth to undertake mandatory incident reporting.

- 11.9.13 The Contractor shall ensure, so far as is reasonably practicable, that the Supplies are without risk to the health and safety of persons who:
- a. use the Supplies for a purpose for which they were designed or manufactured;
  - b. handle or store the Supplies;
  - c. carry out any reasonably foreseeable activity in relation to the assembly or use of the Supplies for a purpose for which they were designed or manufactured, or the proper storage, decommissioning, dismantling, demolition or disposal of the Supplies; or
  - d. may be exposed to the Supplies or whose health or safety may be affected by a use or activity referred to in this clauses 11.9.13a to 11.9.13c.
- 11.9.14 The Contractor shall carry out, or arrange the carrying out of, any calculations, analysis, testing or examination that may be necessary to comply with clause 11.9.13.
- 11.9.15 The Contractor shall provide adequate information to the Commonwealth at the time the Contractor provides the Supplies to the Commonwealth concerning:
- a. each purpose for which the Supplies were designed or manufactured;
  - b. the results of any calculations, analysis, testing or examination referred to in clause 11.9.14, including any hazardous properties identified by testing; and
  - c. any conditions necessary to ensure that the Supplies are without risks to health and safety when used for a purpose for which they were designed or manufactured or when carrying out any activity referred to in clauses 11.9.13a to 11.9.13c.
- 11.9.16 The Contractor shall, on request, so far as is reasonably practicable, give current relevant information on the matters referred to in clause 11.9.15 to the Commonwealth.
- 11.9.17 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 or Subcontractor Personnel may be working.
- 11.9.18 On receipt of advice from the Commonwealth under clause 11.9.17, the Contractor shall undertake necessary risk assessments, identify control measures and advise Contractor Personnel or Subcontractor Personnel of the hazards and risks and relevant control measures.

## **11.10 Environmental Obligations**

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- 11.10.1 The Contractor shall perform its obligations under the Deed and any 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 Supplies 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).

## **11.11 Severability**

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

## **11.12 Privacy**

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- 11.12.1 The Contractor shall:
- a. if it obtains Personal Information in the course of performing this Deed or any Contract, use or disclose that Personal Information only for the purposes of this Deed or that Contract subject to any applicable exemptions 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.

11.12.2 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 11.12, whether by the Contractor, Subcontractor or any other person to whom the Personal Information has been disclosed for the purposes of this Deed or any Contract; or
- b. in relation to Personal Information obtained in the course of performing this Deed or any 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.

11.12.3 The Contractor shall ensure that Contractor Personnel, Subcontractors and Subcontractor Personnel who deal with Personal Information for the purposes of this Deed or any Contract are aware of, and comply with, this clause 11.12.

## **12 DISPUTES AND TERMINATION**

### **12.1 Resolution of Disputes**

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12.1.1 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.

12.1.2 The parties shall continue to perform their obligations under this Deed and any Contract when there is a dispute.

### **12.2 Termination for Contractor Default**

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12.2.1 The Commonwealth may, in addition to any other right or remedy it may have, terminate this Deed or any Contract by notice in writing to the Contractor, if:

- a. an Insolvency Event occurs, except to the extent the exercise of a right under this clause 12.2.1a is prevented by Law;
- b. the Contractor commits any breach for which this Deed or any Contract provides a notice of termination for default may be given;
- c. an event occurs in respect of which this Deed or a Contract provides that a notice of termination may be given under this clause 12.2.1c;
- d. the Contractor fails to take action to remedy a default by the Contractor of another obligation to be performed or observed under this Deed or any Contract within 10 Working Days of being given notice in writing by the Commonwealth Representative or the Authorised Officer, to do so or, if action is taken within 10 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 11.9;
- f. the Contractor fails to obtain or maintain any Authorisation required to enable it to comply with its obligations under this Deed or any resultant Contract, except to the extent that the failure was outside the Contractor's reasonable control;
- g. the Contractor would have, except for the operation of clause 8.3, been liable for Commonwealth loss in relation to the cap provided for in clause 8.3 to an amount equal to or greater than the amount of the liability cap;
- h. the Contractor has persistently failed to meet its obligations under this Deed, or any Contract; or

- i. in the Commonwealth's reasonable opinion, even though any breaches may have been remedied on each occasion, the cumulative effect of these breaches is sufficient for the Commonwealth to conclude that the Contractor cannot be relied upon to provide the Supplies required by the Commonwealth and the relationship between the parties is no longer workable.

12.2.2 If this Deed or any Contract is terminated under this clause or otherwise:

- a. 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 the Contractor Personnel or Subcontractors and Subcontractor Personnel, which contain or relate to any Confidential Information or which are security classified;
- b. subject to clause 12.6, the parties shall be relieved from future performance, in respect of this Deed or any Contract, without prejudice to any right of action that has accrued at the date of termination;
- c. subject to the liability caps in clause 8.3, rights to recover damages, including full contractual damages, shall not be affected;
- d. the Contractor shall deliver to the Commonwealth the TD for Supplies provided prior to the date of termination, within 30 days of receipt of the notice of termination, or other period agreed by the parties; and
- e. the Contractor shall return to the Commonwealth all CMCA in its possession, power or control or in the possession, power or control of the Contractor Personnel, Subcontractors or Subcontractor Personnel.

### **12.3 Termination for Commonwealth Convenience**

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12.3.1 In addition to any other rights it has under this Deed or any Contract, the Commonwealth may at any time terminate this Deed or any Contract by notifying the Contractor in writing.

12.3.2 If the Commonwealth Representative issues a notice under clause 12.3.1, the Contractor shall:

- a. stop or reduce work in connection with any current Contracts in accordance with the notice;
- b. comply with any directions given to the Contractor by the Commonwealth; and
- c. mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination or reduction, including those arising from affected Subcontracts.

12.3.3 The Commonwealth shall only be liable for:

- a. payments under the payment terms of the Contract for work conducted 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,

if the Contractor substantiates these amounts to the satisfaction of the Commonwealth Representative.

12.3.4 The Contractor shall not be entitled to any profit anticipated on any part of the Contract terminated or reduced for convenience.

### **12.4 Contractor's Right of Withdrawal from the GeoPanel**

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12.4.1 The Contractor may, at any time, elect by written notice to the Commonwealth Representative to withdraw from the GeoPanel.

12.4.2 If the Contractor Representative issues a notice under clause 12.4.1, this Deed shall terminate on the date the notice is received by the Commonwealth Representative and clause 12.2.2 shall apply in respect of the termination of this Deed.

12.4.3 Termination of this Deed under this clause does not affect any rights or obligations the parties have at the time of the termination of this Deed, including the obligations on each

party to continue to fulfil their obligations under all Contracts in existence at the time this Deed is terminated.

## **12.5 Right of Commonwealth to Recover Money**

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- 12.5.1 Without limiting the Commonwealth's other rights or remedies under this Deed or any Contract or at Law, if the Contractor owes any debt to the Commonwealth in relation to this Deed or any Contract, the Commonwealth may do one or both of the following:
- a. deduct the amount of the debt from payment of any claim; or
  - b. give the Contractor written notice of the existence of a debt recoverable which shall be paid by the Contractor within 30 days of receipt of notice.
- 12.5.2 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 General Interest Charge Rate current at the date the payment was due for each day the payment is late.

## **12.6 Survivorship**

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- 12.6.1 Any provision of this Deed or any Contract which expressly or by implication from its nature is intended to survive the termination or expiration of this Deed or any Contract and any rights arising on termination or expiration shall survive, including provisions relating to Confidential Information, Privacy, Intellectual Property, the Right of Commonwealth to Recover Money, Defence Security and any warranties, guarantees, licences, indemnities or financial and performance securities given under this Deed or any Contract.



EXECUTED AS A DEED by

SIGNED, SEALED and DELIVERED as a DEED for and on behalf of the COMMONWEALTH OF AUSTRALIA by its authorised representative:

..... (signature)	..... (print name)	..... (date)
	..... (print position)	

In the presence of:

..... (signature of witness)	..... (print name of witness)	..... (date)
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[For companies under Corporations Act with multiple directors]

SIGNED, SEALED and DELIVERED as a DEED by

THE CONTRACTOR, [insert full entity name ACN insert], in accordance with section 127 of the Corporations Act 2001 (Cth) by

..... (signature)	..... (print name)	..... (date)
	Director	
	..... (print position)	

and by:

..... (signature)	..... (print name)	..... (date)
	[Director / Company Secretary]	
	..... (print position)	

[For companies under Corporations Act with a sole director]

SIGNED, SEALED and DELIVERED as a DEED by

THE CONTRACTOR, [insert full entity name], in accordance with section 127 of the Corporations Act 2001 (Cth) by

..... (signature)	..... (print name)	..... (date)
	Sole Director	
	..... (print position)	

In the presence of:

.....	.....	.....
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**OFFICIAL**

Based on ASDEFCON (Standing Offer for Services V2.5)

PART 2

-----  
(signature of witness)

-----  
(print name of witness)

-----  
(date)

**[Other option if not signing under Corporations Act]**

**SIGNED, SEALED and DELIVERED** as a **DEED** for and on behalf of  
**THE CONTRACTOR**, **[insert full entity name]**, by its duly authorised officer:

-----  
(signature)

-----  
(print name)

-----  
(date)

-----  
(print position)

In the presence of:

-----  
(signature of witness)

-----  
(print name of witness)

-----  
(date)

**ATTACHMENT A – SCOPE OF GOODS AND SERVICES****1. INTRODUCTION****Background**

- 1.1 The Commonwealth represented by the Department of Defence is responsible for the provision of geospatial intelligence in support of Australia's defence and national interests.
- 1.2 The Commonwealth is undertaking a range of modernisation initiatives to deliver the Australian Geospatial-Intelligence Organisation (**AGO**) vision of "Richer and More Accessible Geospatial-Intelligence (**GEOINT**)" to its customers. AGO needs to deliver this GEOINT to support Government direction in the 2020 *Defence Strategic Update* and to deliver the capabilities outlined in the 2020 *Force Structure Plan*. This work builds on the 2016 *First Principles Review (FPR)* recommendation to consolidate all geospatial information functions across Defence under AGO leadership. *Defence GEOINT 2030: A strategy for Defence's GEOINT capability* published in 2020 articulates the way forward for Defence's GEOINT community.
- 1.3 AGO will lead the Defence GEOINT community, setting standards, coordinating capability development and creating stronger synergies across the community. In addition to its Defence role, AGO is playing an increasingly important role in the National Intelligence Community through the provision of GEOINT to Government in response to National Security challenges. This role will continue to evolve as AGO further develops capability and supports the recommendations from the 2017 Independent Review of the Intelligence Community.

**GeoPanel Overview**

- 1.4 The Commonwealth established the AGO Geospatial Goods and Services Panel (**GeoPanel**) for the provision of Geospatial related services, products and relevant emerging geospatial technologies.
- 1.5 The GeoPanel is managed by AGO and is an Australian Defence Organisation (**ADO**) accessible panel only.
- 1.6 From time to time during the Term, the Contractor may request the Commonwealth to substitute or add personnel in respect of a Skill Set or Skill Level or geospatial Goods or Services to which the Contractor has been appointed to the Panel. The Commonwealth may, at its absolute discretion, agree to a substitution or addition if it considers that the nominated person has the relevant experience, skills and expertise or the Goods or Services that fit under one of the geospatial categories.
- 1.7 The Commonwealth and the Contractor intend that the GeoPanel offering will adapt over time and continue to be of optimal utility to the Commonwealth. Accordingly, the Contractor is admitted to the GeoPanel to develop and expand its offerings within the category (or categories or sub-categories, as applicable) for which the Contractor has been admitted to the GeoPanel. The Commonwealth intends that Contractors will offer the greatest range of geospatial products and services to better meet the Commonwealth's requirements in the category it has been appointed to at any particular point in time, including enhancing the offering of geospatial products and services which are developed due to increases in the Contractor's capability and advancements in technology.

**2. SCOPE OF REQUIREMENTS**

- 2.1 The Commonwealth has identified five (5) categories of geospatial related services, products and relevant emerging geospatial technologies that it is likely to require under the GeoPanel.
- 2.2 The Contractor is only appointed to the GeoPanel to offer to provide those categories or sub-categories of supplies for which it has been nominated to provide under the Deed.

2.3 The geospatial categories and sub-categories for which the Contractor has been appointed to provide under the GeoPanel are:

Supply category	Appointed / Not appointed to:
1. Imagery and Elevation Collection and/or Supply of Data:	<p><b>Not appointed</b></p> <p>Appointed to the following category 1 sub-categories:</p> <p>1A. Aerial Imagery – refer to Annex 1A to this Attachment.</p> <p>1B. LiDAR – refer to Annex 1B to this Attachment.</p> <p>1C. 3D Mesh – refer to Annex 1C to this Attachment.</p> <p>1D. Space-based GEOINT – refer to Annex 1D to this Attachment.</p>
2. Human Geography Data	<p><b>Not appointed</b></p> <p>Appointed to Category 2 – refer to Annex 2 to this Attachment.</p>
3. Data and Map Production	<p><b>Not appointed</b></p> <p>Appointed to Category 3 – refer to Annex 3 to this Attachment.</p>
4. Hydrographic Services	<p><b>Not appointed</b></p> <p>Appointed to the following category 4 sub-categories:</p> <p>4A. Supplement the Australian Hydrographic Office (AHO) in-house production capability and provide surge capacity to meet Defence and civil requirements – refer to Annex 4 to this Attachment.</p> <p>4B. Satellite derived datasets specifically focussed upon hydrography – refer to Annex 4 to this Attachment.</p>
5. Geospatial Professional Services	<p><b>Not appointed</b></p> <p>Appointed to the following category 5 sub-categories:</p> <p>5A. GIS Manager</p> <p>5B. GIS Technical Architect</p> <p>5C. GIS Business Manager</p> <p>5D. GIS Services Manager</p> <p>5E. GIS System Administrator</p> <p>5F. GIS System Technician</p> <p>5G. GIS Database/Data Manager</p> <p>5H. GIS Web Content Manager</p> <p>5I. GIS Data Analyst and/or Geospatial-Intelligence Data Analyst</p> <p>5J. GIS Foundation Specialist</p> <p>5K. GIS Entry Level Analyst</p>

	<p>5L. GIS Aviation Data Production Support</p> <p>5M. Geospatial-Intelligence Analyst</p> <p>5N. Precision Point Mensuration (PPM) Analyst</p> <p>5O. Precision Point Mensuration (PPM) Certifier.</p> <p>Refer to Annex 5 to this Attachment.</p>
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**2.4 Collection and Production**

- a. Capture and/or provide remotely sensed, aerial and space-based imagery;
- b. Provide imagery management software (tasking, storage, search and discovery, dissemination, and other functions as requested);
- c. Provide imagery value-add services and products (point clouds, change detection products and other services and products as requested);
- d. Provide Imagery analysis and exploitation services;
- e. Provide Geospatial analysis and production and 3D analysis and visualisation, utilising geographic information systems (GIS);
- f. Provide delivery of tailored GEOINT products and support imagery, including production of 2D and 3D geospatial awareness products, GEOINT mapping products, graphics and datasets and tailored mapping;
- g. Provide open-source geospatial data research and analysis; and
- h. Provide advanced analytical and/or exploitation tool development services.

**2.5 Dissemination**

- a. Acquire/capture and deliver geospatial data and products for:
  - (i) Scale ranges – global datasets to urban datasets.
  - (ii) Themes - a range of thematic content, including but not limited to transportation, energy, cadastre, address location, land cover, land use, human geography.
  - (iii) As requested (without limit), data is to be:
    - Delivered digitally and/or electronically in Defence and ESRI compliant formats;
    - Delivered digitally and/or electronically, in native and Defence compliant schemas; and
    - Supplied with a Quality Assurance / Quality Control (QA/QC) Report.
    - , metadata, supporting documentation, including data quality, capture method and geospatial accuracy information.
  - (iv) Produce feature data layers to Defence specifications (as specified in an Official Order) at various map scales;
  - (v) Produce cartographic map data to Defence specifications (as specified in an Official Order) at various map scales;
  - (vi) Produce map products complete with military layers, schema and marginalia elements;
  - (vii) Produce geospatial web services compliant with ESRI and Open Geospatial Consortium (OGC) standards to Defence:
    - Services delivered are to perform at a determined benchmark; and
    - Applicable symbology applied to services for visual consistency.

- (viii) Optimise current Defence data holdings and/or existing commercial datasets to enable web services compliance with ESRI and OGC standards.
- b. Unless specified otherwise by the Commonwealth, **the QA/QC Report** shall contain a minimum of the following attributes and any other information reasonably required by the Commonwealth:
  - (i) the work breakdown structure, data capture plans, flight plans, project milestones including data deliveries;
  - (ii) post-survey spatial accuracy report, detailing aero triangulation results, all survey control and/or checkpoints and a GPS observations; and
  - (iii) a positional accuracy report detailing assessment of the closeness of the location of spatial objects in the dataset in relation to its true position on the Earth.

## 2.6 **Imagery**

- a. Plan, capture and process mono or stereo imagery from satellite and aerial sources;
- b. Provide colour balanced, atmospherically corrected, orthorectified digital imagery in formats supported by major geospatial software programs;
- c. Deliver imagery derived products (i.e. elevation, 3D Mesh) in formats supported by major geospatial software programs;
- d. Be able to post process digital image files within a classified environment;
- e. Acquire and deliver in a digital format, global imagery data on an ongoing basis to the highest resolution and accuracy possible;
- f. Acquire and deliver in a digital format high resolution imagery < 50cm over major urban centres or as directed;
- g. Produce geospatial imagery web services compliant with ESRI and OGC standards to Defence specifications (as specified in an Official Order); and
- h. Provide Aero-triangulation, Quality Assurance / Quality Control (QA/QC) reports, metadata on pre- and post- processed imagery data sets, supporting documentation, including data quality, capture method and geospatial accuracy information.

## 2.7 **Elevation**

- a. Plan / Acquire LiDAR collection to ICSM accuracy and classification specifications at defined resolutions (e.g. 8ppm, 4ppm to 1ppm);
- b. Provide raw capture format; classified and/or unclassified point cloud data sets;
- c. Plan / Acquire / Process Elevation data at resolutions greater than one (1) metre and less than or equal to 15 metres;
- d. Provide post-processed elevation data sets in first surface and bare earth formats and multiple projections;
- e. Carry out QA/QC functions on 3rd party data;
- f. Data to be supplied with QA/QC reports, metadata on pre- and post- processed elevation data sets, supporting documentation, including data quality, capture method and geospatial accuracy information; and
- g. Produce fully attributed / cached elevation web services compliant with ESRI and OGC standards to Defence specifications (as specified in an Official Order).

## 2.8 **Scanning**

- a. Perform high resolution scanning of published map and chart products to OGC standards and Defence specifications. Data to be supplied includes:
  - (i) High resolution colour balanced files suitable for print-on-demand reproduction;
  - (ii) High resolution reo-referenced files registered to WGS84 and suitable for viewing on GIS; and
  - (iii) Metadata describing lineage and production method.

**2.9 Value Added Services**

- a. Optimisation of data (Government Furnished Equipment (**GFE**));
- b. Scripting support for automation and tool creation;
- c. Data brokering – open source and proprietary data search, source and provision;
- d. Geospatial analysis automation processes, such as change detection on data; and
- e. Data assessment (e.g. against the Content Maturity Model (**GMM**) and manipulation, including conflation, generalisation and transformation into the Defence standards/specifications.

**2.10 Hydrographic Services**

- a. Supplement the Australian Hydrographic Office (**AHO**) in-house production capability and provide surge capacity to meet Defence and civil requirements:
  - (i) Compilation and maintenance of hydrographic products in defined formats;
  - (ii) Conversion of hydrographic and related data between different formats;
  - (iii) Source assessment and rectification of hydrographic data; and
  - (iv) Miscellaneous hydrographic charting services.
- b. Acquisition, analysis and quantification of bathymetry and other hydrographic datasets derived from satellite imagery.

**3. DELIVERABLES – PANEL MANAGEMENT**

- 3.1 The Contractor shall provide an electronic copy of reports in accordance with Conditions of Deed clauses 10.2 [Annual Reporting] and 10.4 [Performance Assessment].
- 3.2 The Contractor shall provide the reports in the following format:
  - a. Soft copies: Microsoft word and excel.
- 3.3 The Contractor shall provide reports on an ongoing basis as directed by the Commonwealth Representative.

**4. MEETINGS AND REPORTING – PANEL MANAGEMENT**

- 4.1 The Contractor shall attend meetings as reasonably requested by the Commonwealth.
- 4.2 The Contractor shall provide other reports in relation to the GeoPanel and any Contract under the panel as reasonably requested by the Commonwealth.

**5. KEY PERSONS**

- 5.1 The Key Persons identified for the performance of the Services are listed in the Request for Quote and executed Official Order.
- 5.2 Unless agreed otherwise in the relevant Contract, Key Persons will not be required to work on public holidays and over the Christmas / New Year stand-down period.

**6. GOVERNMENT FURNISHED MATERIAL**

- 6.1 The Commonwealth shall provide Government Furnished Material (**GFM**) to the Contractor at the times and places as required and detailed in the Request for Quote and executed Official Order.

**7. STOCKTAKING OF CONTRACTOR MANAGED COMMONWEALTH ASSETS – PANEL MANAGEMENT**

- 7.1 The Contractor shall:
  - a. institute, maintain and apply a system for, the accounting for and control, handling, preservation, protection and maintenance of Contractor Management Commonwealth Assets (**CMCA**);

- b. undertake quarterly stocktakes of CMCA; and
  - c. develop and deliver quarterly CMCA stocktaking reports that include the following information:
    - (i) the stocktake number;
    - (ii) the storage location of all goods included in the stocktake;
    - (iii) all stocktake codes;
    - (iv) stocktake start and end dates; and
    - (v) statistical data including the quantity and value of all discrepancies, shelf stock held, shelf stock stocktaken, surpluses and deficiencies.
- 7.2 The Contractor shall promptly conduct investigations into every discrepancy arising from stocktakes of CMCA.
- 7.3 The Contractor shall immediately notify the Commonwealth Representative of any deficiencies that are discovered through a stocktake of CMCA.



**ANNEX 1A: AERIAL IMAGERY**

**1. SUMMARY OF REQUIREMENT**

The Contractor offers to provide the Commonwealth Aerial Imagery Goods and associated Services to meet the Commonwealth's requirements for a supplier to:

- a. plan, capture and process imagery captured from aerial sources;
- b. provide colour balanced, corrected and orthorectified digital imagery in defined formats;
- c. provide detailed flight plans, QA/QC reports, metadata and supporting documentation; and
- d. develop and expand offerings, including as technology develops; and
- e. provide additional value-added and related Services and products.

**2. PRODUCT GUIDE**

- 2.1 The GeoPanel Category 1A (Aerial Imagery) captures Goods and associated Services which the Contractor offers to provide to the Commonwealth are as set out in the Contractor's Category 1A (Aerial Imagery) Product Guide.
- 2.2 As at the Effective Date, the Contractor's Category 1A (Aerial Imagery) Product Guide is attached to this Annex.
- 2.3 The Contractor may by notice to the Commonwealth propose an updated Category 1A (Aerial Imagery) Product Guide to reflect changes to the Contractor's offering, such as to reflect capability enhancements referred to in clause 1.7 of Attachment A.
- 2.4 The Commonwealth may, in its discretion, accept by written notice to the Contractor an updated Category 1A (Aerial Imagery) Product Guide which was proposed in accordance with clause 2.3, in which case the updated Category 1A (Aerial Imagery) Product Guide becomes the new Category 1A (Aerial Imagery) Product Guide and is then deemed to be attached to this Annex.

**3. COMPLIANCE WITH SPECIFICATIONS**

- 3.1 The Contractor shall, in addition to any specifications required in the Contract, comply with the following specifications as relevant to the Category 1A Goods and associated Services required to be supplied under the Contract. Where the Contract does not detail a relevant specification, the Contractor shall ensure the specification is achieved to the industry standard which is reasonably expected by the Commonwealth.

Item			Description
1	1.01		<b>Compliance with Specification</b>
		1.01.01	Comply with Specifications for Aerial Imagery in Annex 7, section 7A of this Attachment A Scope of Goods and Services

Item		Description
	1.01.02	Achieve the Commonwealth's required timeframes to complete the data capture, product creation and delivery to the Commonwealth as set out in the Contract
	1.01.03	The Contractor shall ensure it has appropriate contingency plans to ensure capture times are met, including estimated number of days factored into down time owing to weather, Air Traffic Control restrictions, and potential technological failures
	1.01.04	The Contractor shall ensure it has appropriate contingency plans to ensure processing and delivery times are met, including issues related to data security and processing hardware
	1.02	<b>Sensor</b>
	1.02.01	Comply with the specified Camera type, or Metric Digital if no specified camera type in the Contract
	1.02.02	Comply with the defined sensor characteristics and capabilities
	1.02.03	Conduct the flight line capture overlap to ensure there are no data gaps
	1.03	<b>Capture angle</b>
	1.03.01	Capture imagery at the specified capture angle
<b>2</b>		<b>Specifications of imagery capture</b>
	2.01	<b>Ground Resolution</b>
	2.01.01	Capture imagery at the specified resolution
	2.02	<b>Spectral Bands</b>
	2.02.01	Capture imagery in the specified spectral bands. If no spectral bands are specified in the Contract, the capture shall be a minimum of RGB spectral bands.
	2.02.02	Capture radiometric properties at the specified parameters. If no radiometric properties are specified, capture shall be minimum 8 bit.
	2.03	<b>Spatial Accuracy</b>
	2.03.01	Comply with the spatial accuracy specified in the Contract. If the Contract does not specify spatial accuracy, the minimum spatial accuracy of the aerial imagery supplies shall be $\pm 4 \times$ GSD RMSE or better (1 sigma or 68%).
	2.03.02	Achieve any applicable enhanced Absolute Vertical Accuracy specifications, as specified in the Contract
	2.03.03	Achieve any applicable enhanced Absolute Horizontal Accuracy specifications, as specified in the Contract
	2.03.04	Capture and supply stereo imagery, if specified in the Contract.
	2.04	<b>Products and Processing</b>
	2.04.01	Deliver imagery as a product (e.g. 1km x 1km tile, frames, or mosaic dataset) and format as specified in the Contract
	2.04.02	Deliver imagery and derived datasets optimised for the file and package formats specified in the Contract. If not specified in the Contract, the imagery and derived datasets shall be optimised for ESRI image service format or ESRI tile package (as applicable to the product).

Item		Description
	2.04.06	Deliver all imagery, derived datasets and spatial products in the defined projection / coordinate system as defined in the Contract
	2.04.07	Deliver all imagery, derived datasets and spatial products in the defined vertical and horizontal datums as defined in the Contract
	2.04.08	Deliver imagery and derived datasets in any additional formats or specifications defined in the Contract.
<b>3</b>		<b>Reports and Data Supply</b>
	3.01	Provide a QA/QC Report (see clause 2.5b of Attachment A).
	3.02	<b>Spatial Metadata</b>
	3.02.01	Spatial Metadata shall to be supplied as specified in the Contract, or if not specified in the Contract the spatial metadata shall be supplied in ESRI Geodatabase with polygon type feature)
	3.02.02	Feature attributes shall contain at a minimum Filename, Startdate, Enddate, RunID and FrameID, or as otherwise specified in the Contract.
	3.02.04	All spatial metadata shall have the same projection as the core products, or as otherwise specified in the Contract.
	3.03	<b>File and Directory Naming Convention</b>
	3.03.01	Image file names to be as specified in the Contract.
	3.03.02	Directory structure to be as specified in the Contract.
	3.04	<b>Sample Data</b>
	3.04.01	If requested by the Commonwealth in a Request for Quote and Tasking Statement ( <b>RFQTS</b> ), the Contractor shall supply a representative set of finalised sample imagery for the Commonwealth to evaluate (such as colour balancing) before deciding whether to enter into a Contract for the purchase of the dataset. The representative data set shall be supplied in an agreed format (such as USB3 Hard Disc Drive ( <b>HDD</b> ), Amazon S3 ( <b>AWS</b> ), Snowball, FTP).
	3.04.02	If the Commonwealth enters into a Contract to purchase a product following the supply of a representative set of finalised sample data, the data the Contractor is required to supply under that Contract shall comply in all respects with the sample data except as explicitly agreed otherwise by the Commonwealth in the Contract.
	3.05	<b>Data Supply</b>
	3.05.01	The data set shall be supplied to the Commonwealth in the media and format specified in the Contract (such as USB3 Hard Disc Drive ( <b>HDD</b> ), Amazon S3 ( <b>AWS</b> ), Snowball, FTP).
	3.04.02	If multiple copies of data are to be provided under the Contract, each copy shall be supplied on separate media (e.g. separate HDDs).
<b>4</b>		<b>Provision of existing imagery data</b>
	4.01	As required in the Contract, provide existing (archived) aerial imagery data and derivative products, to the specifications detailed in the Contract..
	4.01.02	Ensure such imagery data and derivative products achieve minimum accuracy specifications outlined Aerial Imagery Specifications Annex 7, section 7A of this Attachment A Scope of Goods and Services
	4.01.03	Ensure the aerial imagery data and derived products are provided in accordance with the specifications as outlined in the Contract



**ANNEX 1B: LIDAR**

**1. SUMMARY OF REQUIREMENT**

- 1.1 The Contractor offers to provide the Commonwealth LiDAR Aerial Capture Goods and associated Services to meet the Commonwealth’s requirements for a supplier to:
  - a. plan, capture and process LiDAR data captured from aerial sources;
  - b. provide classified Point Clouds and LiDAR derivative data to defined accuracy requirements;
  - c. provide detailed flight plans, QA/QC reports, metadata and supporting documentation;
  - d. develop and expand offerings, including as technology develops; and
  - e. provide additional value-added and related Services and products.

**2. PRODUCT GUIDE**

- 2.1 The GeoPanel Category 1B (LiDAR) captures Goods and associated Services which the Contractor offers to provide to the Commonwealth are as set out in the Contractor’s Category 1B (LiDAR) Product Guide.
- 2.2 As at the Effective Date, the Contractor’s Category 1B (LiDAR) Product Guide is attached to this Annex.
- 2.3 The Contractor may by notice to the Commonwealth propose an updated Category 1B (LiDAR) Product Guide to reflect changes to the Contractor’s offering, such as to reflect capability enhancements referred to in clause 1.7 of Attachment A.
- 2.4 The Commonwealth may, in its discretion, accept by written notice to the Contractor an updated Category 1B (LiDAR) Product Guide which was proposed in accordance with clause 2.3, in which case the updated Category 1B (LiDAR) Product Guide becomes the new Category 1B (LiDAR) Product Guide and is then deemed to be attached to this Annex.

**3. COMPLIANCE WITH SPECIFICATIONS**

- 3.1 The Contractor shall, in addition to any specifications required in the Contract, comply with the following specifications as relevant to the Category 1B Goods and associated Services required to be supplied under the Contract. Where the Contract does not details a relevant specification, the Contractor shall ensure the Supplies conform to the industry standard which is reasonably expected by the Commonwealth.:

Item			Description
<b>1</b>			<b>Compliance with Specification</b>
	1.01		Comply with Specifications for LiDAR in Annex 7, section 7B of this Attachment A Scope of Goods and Services.

Item			Description
<b>2</b>			<b>Capture Planning and Strategy of LiDAR Aerial Capture</b>
	2.01		Ensure the collection of LiDAR enables the generation of the Point Cloud and derivative elevation products. The Contractor shall ensure its Capture Planning and Strategy achieves the following:
		2.01.01	provides sufficient information to the Commonwealth on the flight planning strategy (e.g. description, paths, directions), flying height/s and capture system, as specified in the Contractor or otherwise reasonably required by the Commonwealth
		2.01.02	Achieve the Commonwealth's required timeframes to complete the data capture, product creation and delivery to the Commonwealth as set out in the Contract
		2.01.03	The Contractor shall ensure it has appropriate contingency plans in place to capture, process and provide the LiDAR to the specified standards and timeframes, including taking into account: a) complexities with capture, such as down time owing to weather, Air Traffic Control restrictions, and potential technological failures; and b) complexities with data processing and delivery, including issues related to data security and processing hardware
<b>3</b>			<b>LiDAR capture</b>
	3.01		Comply with the specified LiDAR sensor(s) to be used to capture the aerial survey
		3.01.01	Comply with the specified Sensor Field of View / LiDAR Scan Angle (+/-° off nadir)
		3.01.02	Conduct the flight line capture overlap to ensure there are no data gaps
		3.01.03	If specified in the Contract, ensure the Flight Line (swath) Overlap and technical capability of the proposed sensor complies with the Contract requirements (e.g. for varied terrain solutions)
	3.02		If required in the Contract, capture imagery concurrently with LiDAR survey
		3.02.01	Imagery sensor(s) to be used concurrently with the LiDAR survey, as defined in the Contract
	3.03		Comply with the following LiDAR and imagery sensor characteristics and capabilities:
		3.03.01	LiDAR survey design shall provide for and ensure the achievement of the specified Nominal Point Density and accuracy requirements as defined in the Contract;
		3.03.02	LiDAR Survey shall be provided for the ppsm specified in the Contract. If not specified in the Contract, the minimum is 2 ppsm.
	3.04		Achieve the minimum Fundamental Vertical Accuracy and Absolute Horizontal Accuracy specifications as defined in the Contract. If not defined in the Contract, the Contractor shall achieve the following Fundamental Vertical Accuracy and Absolute Horizontal Accuracy specifications:
		3.04.01	Fundamental spatial accuracy of the survey shall conform to ICSM Category 1 standard
		3.04.02	Minimum Fundamental Vertical Accuracy +/-30cm at 95% confidence interval (or 2 sigma)
		3.04.03	Minimum Absolute Horizontal Accuracy +/- 80cm at 95% confidence interval (or 2 sigma)
	3.05		Validate compliance with, and provide evidence to the Commonwealth's reasonable satisfaction of meeting, the vertical and horizontal accuracy requirements, pre-flight settings (showing estimated accuracy) and post-flight examples of checks between Imagery and the LiDAR Point Cloud.

Item			Description
<b>4</b>			<b>LiDAR Processing</b>
	4.01		Achieve the LiDAR data processing strategies and delivery time frames for product output as set out in the Contract, or as otherwise set out in the Category 1B (LiDAR) Product Guide.
		4.01.01	Process classified point clouds to the ICSM classification scheme and level specified in the Contract
	4.02		Supply fully compliant ASPRS LAS File Formats, as defined in the Contract
	4.03		Process and deliver LiDAR derivative data in the products and format specified in the Contract. Unless specified otherwise in the Contract, the Contractor shall supply the LiDAR derivative data as follows:
		4.03.01	Intensity Image
		4.03.02	Digital Surface Model (DSM) (orthometric);
		4.03.03	Digital Elevation Model (DEM) (orthometric);
		4.03.04	Contours;
		4.03.05	Canopy Height Model (CHM);
		4.03.06	Foliage Cover Model (FCM); and
		4.03.07	Process Colourised Point Cloud (with RGB values).
<b>5</b>			<b>Provision of existing LiDAR Data</b>
	5.01		Provide existing spatial products, such as Point Cloud and LiDAR derivative data products, as specified in the Contract
		5.01.01	Achieve the minimum accuracy specifications outlined in LiDAR Specifications Annex 7, section 7B
		5.01.02	Deliver the LiDAR data to the specifications defined in the Contract
<b>6</b>			<b>LiDAR Data Delivery and Dissemination</b>
	6.01		Deliver all spatial products in the defined projection / coordinate system, as defined in the Contract
		6.01.01	Deliver all spatial products in the defined vertical and horizontal datums, as defined in the Contract
	6.02		Supply LiDAR point cloud and derivative products for the full extent of the LiDAR survey
		6.02.01	Supply complete tiles to specified tile grid as defined in the Contract
	6.03		Deliver tiles to the defined classification as defined in the Contract. Unless specified otherwise in the Contract, the Contractor shall supply the LiDAR tiles as follows:
		6.03.01	Deliver Point Cloud products ASPRS LAS File Formats as defined in the Contract;
		6.03.02	Deliver LiDAR derivative products in tiled GeoTIFF format;
		6.03.03	Deliver LiDAR derivative products (contours) in shapefile format;

Item		Description
	6.03.04	Deliver Point Cloud and LiDAR derivative products to ensure compatibility with ESRI Enterprise;
	6.03.05	Deliver Point Cloud products in ESRI Scene Layer Package ( <b>SLPK</b> ), version 1.7;
	6.03.06	Supply raster data as a mosaic dataset and ESRI tile package;
	6.03.07	Supply raster data as ESRI image service format; and
	6.03.08	Supply vector data in ESRI file geodatabase and layer packages.
	6.04	Provide a QA/QC Report (see clause 2.5b of Attachment A).
	6.05	All metadata for each product shall be supplied together with a complete statement consistent with the with the metadata standard AS/NZS ISO 19115-2:2015 (or other standard specified in the Contract). This shall include:
	6.05.01	a QA4LiDAR Report
	6.05.02	alternate Metadata Reports as specified in the Contract; and
	6.05.03	interim progress reporting.
	6.06	The data set (LiDAR, derived products, metadata, etc) shall be supplied to the Commonwealth in the media and format specified in the Contract (such as USB3 Hard Disc Drive ( <b>HDD</b> ), Amazon S3 ( <b>AWS</b> ), Snowball, FTP).
	6.06.01	If multiple copies of data are required to be provided under the Contract, each copy shall be supplied on separate media (e.g. separate HDDs).
	6.06.02	The delivery shall include directory listings explaining the file structure of the media.



**ANNEX 1C: 3D MESH**

**1. SUMMARY OF REQUIREMENT**

- 1.1 The Contractor offers to provide the Commonwealth 3D Mesh Capture Goods and associated Services to meet the Commonwealth’s requirements for a supplier to:
  - a. plan, capture and process 3D Mesh captured from aerial sources;
  - b. provide 3D Mesh and derivative imagery and elevation data to defined accuracy requirements;
  - c. provide detailed flight plans, QA/QC reports, metadata and supporting documentation;
  - d. develop and expand offerings, including as technology develops; and
  - e. provide additional value-added and related Services and products.

**2. PRODUCT GUIDE**

- 2.1 The GeoPanel Category 1C (3D Mesh) captures Goods and associated Services which the Contractor offers to provide to the Commonwealth are as set out in the Contractor’s Category 1C (3D Mesh) Product Guide.
- 2.2 As at the Effective Date, the Contractor’s Category 1C (3D Mesh) Product Guide is attached to this Annex.
- 2.3 The Contractor may by notice to the Commonwealth propose an updated Category 1C (3D Mesh) Product Guide to reflect changes to the Contractor’s offering, such as to reflect capability enhancements referred to in clause 1.7 of Attachment A.
- 2.4 The Commonwealth may, in its discretion, accept by written notice to the Contractor an updated Category 1C (3D Mesh) Product Guide which was proposed in accordance with clause 2.3, in which case the updated Category 1C (3D Mesh) Product Guide becomes the new Category 1C (3D Mesh) Product Guide and is then deemed to be attached to this Annex.

**3. OFFERED GOODS AND ASSOCIATED SERVICES**

- 3.1 The Contractor shall, in addition to any specifications required in the Contract, comply with the following specifications as relevant to the Category 1B Goods and associated Services required to be supplied under the Contract. Where the Contract does not detail a relevant specification, the Contractor shall ensure the Supplies conform to the industry standard which is reasonably expected by the Commonwealth.

Item		Description
<b>1</b>		<b>Compliance with Specification</b>
	1.01	Comply with the Specifications for 3D Mesh in Annex 7, section 7C of this Attachment A Scope of Goods and Services.

Item		Description
	1.02	If specified within the relevant Contract, comply with Specifications for Data Supply and/or Optimisation in Annex 7, section 7E of this Attachment A Scope of Goods and Services.
<b>2</b>		<b>Capture Planning and Strategy of 3D Mesh Capture</b>
	2.01	Collection of imagery shall support the generation of the 3D Mesh product to the timeframes and specifications detailed in the Contract.
	2.02	Ensure the method of capture specified in the Contract (such as capture by conventional aircraft / drone / UAV solution) is used to capture and produce the required 3D Mesh data.
	2.03	Unless specified otherwise in the Contract, ensure the capture of street-level photography for high-level detail that includes building eaves, awnings and covered walk-ways
	2.04	The Contractor shall ensure it has appropriate capacity and contingency planning to capture, process and provide aerial 3D Mesh to the specified standards and timeframes, including: a) complexities with capture, such as down time owing to weather, Air Traffic Control restrictions, and potential technological failures; and b) complexities with data processing and delivery, including issues related to data security and processing hardware
<b>3</b>		<b>3D Mesh capture</b>
	3.01	3D Mesh shall be captured and delivered to the specified resolution and accuracy as outlined in the Contract
	3.02	If requested by the Commonwealth, provide details of the proposed capture technology/photography system and how it is suitable for this project.
<b>3A</b>		<b>Example work and Sample data</b>
	3A.01.01	If requested by the Commonwealth in a RFQTS, the Contractor shall provide examples of previous 3D Mesh capture work for the Commonwealth to evaluate (e.g. quality in the geometry and texturing of 3D Mesh) for the purpose of deciding whether to enter into a Contract for the purchase of 3D mesh capture. This may include a request for a representative sample 3D Mesh data.
	3A.01.02	If the Commonwealth enters into a Contract to purchase a product following the provision of examples of previous work or representative sample data, the data the Contractor is required to supply under that Contract shall comply in all respects with the described previous work and sample data (as applicable) except as explicitly agreed otherwise by the Commonwealth in the Contract.
<b>4</b>		<b>3D Mesh Processing</b>
	4.02	The Contractor offers to produce 3D Mesh and derivative products as specified in the Contractor's Category 1C (3D Mesh) Product Guide. This may include the following product types:
	4.02.01	True orthos;
	4.02.02	Classified and Colourised Point Clouds;
	4.02.03	Digital Surface Models;

Item		Description
	4.02.04	Digital Elevation Models;
	4.02.05	Source oblique and nadir images;
	4.02.06	Custom Products; and
	4.02.07	Object Model Derivation (stereo-mapping for creating 3D object models).
4.03		If specified in the Contract, the Contractor shall colour balance each image frame and adjust to minimise the colour variation between photos and flight lines.
4.04		Unless agreed otherwise in the Contract, the Contractor shall comply with the following Mesh Construction, Quality and Editing specifications:
	4.04.01	produce seamless 3D Mesh products that are free of holes on solid, well-defined surfaces; and
	4.04.02	there shall be no discernible reduction in quality near the edges of the AOI relative to the centre.
4.05		Unless agreed otherwise in the Contract, the Contractor shall apply the following editing, or geometry constraints/enforcement (as applicable), in order to:
	4.05.01	exclude moving cars (including in semi-public places such as carparks);
	4.05.02	edit building structure anomalies (such as corrections for anomalies that are common for glass façades, other large reflective surfaces and large corrugated rooftops, and ensure fine architectural features such as spires and floodlights are properly captured);
	4.05.03	rectification of water anomalies (such as to smooth out the water level);
	4.05.04	include and rectify landmarks (such as ensuring towers are captured at the correct elevation); and
	4.05.05	eliminate 'ghosting' that contain areas of change.
<b>5</b>		<b>Provision of existing 3D Mesh Data</b>
	5.01	As required in the Contract, provide existing (archived) 3D Mesh, derivative products and spatial data.
	5.01.01	Ensure such 3D Mesh data, derived products and spatial data achieve the specifications defined in the Contract.
<b>6</b>		<b>3D Mesh Delivery/Dissemination</b>
	6.01	Deliver 3D Mesh data in the defined coordinate system and datum as defined in the Contract.
	6.01.01	Deliver 3D Mesh in the multiple coordinate systems as defined in the Contract (if applicable).
	6.02	Supply 3D Mesh derivative products for the full extent of the survey, which shall comply with the following specifications:
	6.02.01	Supply complete tiles to specified tile grid as defined in the Contract.
	6.02.02	Deliver 3D Mesh and derivative products to ensure compatibility with ESRI Enterprise.
	6.02.03	Deliver 3D Mesh and Point Cloud products in ESRI I3S Scene Layer Package ( <b>SLPK</b> ), version 1.7 or as otherwise specified in the Contract.
	6.02.04	Supply raster data as a mosaic dataset and ESRI tile package

Item		Description
	6.02.05	Supply raster data as ESRI Image Service format
6.03		The Contractor shall deliver 3D Mesh and derivative products in alternate formats specified in the Contract. Unless specified otherwise in the Contract, this shall include:
	6.03.01	Deliver 3D Mesh in Skyline (offline kit) 3DML format;
	6.03.02	Deliver Point Cloud products ASPRS LAS File Formats as defined in the Contract;
	6.03.03	Deliver True Ortho's (tiles) in GeoTIFF format;
	6.03.04	Deliver True Ortho's (mosaic) in ECW format;
	6.03.05	Deliver Digital Surface Models (DSM) in GeoTIFF format;
	6.03.06	Deliver Digital Terrain Models (Bare Earth - DTM) in GeoTIFF format; and
	6.03.07	Deliver custom products.
6.04		The Contractor shall provide evidence that the accuracy specification of the survey have been met against ground control and include the results as part of the post-survey spatial accuracy report. This shall include:
	6.04.01	a QA/QC Report (see clause 2.5b of Attachment A);
	6.04.02	a tile and boundary index in shapefile formats.
6.05		All metadata for each product shall be supplied together with a complete statement consistent with the with the metadata standard AS/NZS ISO 19115-2:2015 (or other standard specified in the Contract).
6.06		The data set (3D Mesh, derived products, metadata, etc) shall be supplied to the Commonwealth in the media and format specified in the Contract (such as USB3 Hard Disc Drive ( <b>HDD</b> ), Amazon S3 ( <b>AWS</b> ), Snowball, FTP).
	6.06.01	If multiple copies of data are required to be supplied under the Contract, each copy shall be supplied on separated media (e.g. separate HDDs).
	6.06.02	The delivery shall include directory listings explaining the file structure of the media.

**ANNEX 1D: SPACE-BASED GEOINT****1. SUMMARY OF REQUIREMENT**

- 1.1 The Contractor offers to provide the Commonwealth Space-based GEOINT Goods and associated Services to meet the Commonwealth's requirements for a supplier to:
- a. plan and capture utilising space-based platforms;
  - b. provide existing imagery and existing imagery product which meets requested requirements;  
(‘Existing’ imagery and related products refers to imagery and related products captured by the Contractor utilising space-based platforms prior to the time the Commonwealth requires the imagery or related product, and available for purchase.)
  - c. process (including providing options for colour balanced, corrected and orthorectified) and provide digital imagery in defined formats;
  - d. develop and expand offerings, including as technology develops; and
  - e. provide additional value-added and related Services and products, including analysis of space-based imagery.

**2. PRODUCT GUIDE**

- 2.1 The GeoPanel Category 1D (Space-based GEOINT) captures Goods and associated Services which the Contractor offers to provide to the Commonwealth are as set out in the Contractor's Category 1D (Space-based GEOINT) Product Guide.
- 2.2 As at the Effective Date, the Contractor's Category 1D (Space-based GEOINT) Product Guide is attached to this Annex.
- 2.3 The Contractor may by notice to the Commonwealth propose an updated Category 1D (Space-based GEOINT) Product Guide to reflect changes to the Contractor's offering, such as to reflect capability enhancements referred to in clause 1.7 of Attachment A.
- 2.4 The Commonwealth may, in its discretion, accept by written notice to the Contractor an updated Category 1D (Space-based GEOINT) Product Guide which was proposed in accordance with clause 2.3, in which case the updated Category 1D (Space-based GEOINT) Product Guide becomes the new Category 1D (Space-based GEOINT) Product Guide and is then deemed to be attached to this Annex.

**3. OFFERED GOODS AND ASSOCIATED SERVICES**

- 3.1 The Contractor shall, in addition to any specifications required in the Contract, comply with the following specifications as relevant to the Category 1D Goods and associated Services required to be supplied under the Contract. Where the Contract does not detail a relevant specification, the Contractor shall ensure the Supplies conform to the industry standard which is reasonably expected by the Commonwealth.

Item		Description
<b>1</b>		<b>Compliance with Specification</b>
	1.01	Comply with the Specifications for Space-based GEOINT in Annex 7, section 7D of this Attachment A Scope of Goods and Services.
	1.02	If specified within the relevant Contract, comply with Specifications for Data Supply and/or Optimisation in Annex 7, section 7E of this Attachment A Scope of Goods and Services
<b>2</b>		<b>Capture planning</b>
	2.01	The Contractor offers the ability to capture space-based imagery, including to select the capture location, capture in regular or on-going intervals, prioritise the Commonwealth's capture requirements, and respond at short notice to urgent tasking requests.
	2.02	The Contractor offers the ability to automate space-based imagery capture, or establish a 'tip and queue' system between sensors/platforms
<b>3</b>		<b>Provision of existing imagery data</b>
	3.01	The Contractor offers to provide existing (archived) satellite imagery data and derivative products.
<b>4</b>		<b>Value-added capture, processing, product or dissemination</b>
	<b>4.01</b>	The Contractor offers to provide value-added product as set out in the Contractor's Category 1D (Space-based GEOINT) Product Guide. This may include:
	4.01.01	3D Mesh/Surface Models, Digital Surface Models ( <b>DSM</b> ), Digital Terrain Models ( <b>DTM</b> ), Point Clouds, change detection products or automated feature extraction;
	4.01.02	advanced capture and processing options (e.g. using artificial intelligence object detection); and
	4.01.02	other value-added capture, processing, product or dissemination options (unlisted).
<b>5</b>		<b>Imagery formats and metadata</b>
	5.01	Provide the imagery data in the formats specified in the Contract and together with the applicable metadata (including sensor metadata, platform metadata and ground-system metadata).
<b>6</b>		<b>Imagery delivery</b>
	6.01	Provide an imagery delivery mechanism that enables:
	6.01.01	prioritisation of delivery (e.g. same day imagery delivery (from time of capture/order));
	6.01.02	keeping Commonwealth tasking or order requests private;
	6.01.03	withholding Commonwealth-related capture from public archives; and
	6.01.04	delaying delivery of Commonwealth-related capture to public archives.

Item			Description
	6.02		Provide secure communications and delivery infrastructure.
	6.03		Operate on secure IT systems.
<b>7</b>			<b>Sample Data</b>
	7.01		If requested by the Commonwealth in a Request for Quote and Tasking Statement ( <b>RFQTS</b> ), the Contractor shall supply a representative set of sample space-based GEOINT data for the Commonwealth to evaluate (before deciding whether to enter into a Contract for the purchase of the dataset. The representative data set shall be supplied in an agreed format (such as USB3 Hard Disc Drive ( <b>HDD</b> ), Amazon S3 ( <b>AWS</b> ), Snowball, FTP).
	7.02		If the Commonwealth enters into a Contract to purchase a product following the supply of a representative set of sample data, the data the Contractor is required to supply under that Contract shall comply in all respects with the sample data except as explicitly agreed otherwise by the Commonwealth in the Contract.

**ANNEX 2: HUMAN GEOGRAPHY DATA**

**1. SUMMARY OF REQUIREMENT**

- 1.1 The Contractor offers to provide the Commonwealth Human Geography Data Goods and associated Services to meet the Commonwealth’s requirements for a supplier to:
  - a. provide Human Geography Data through research, assessment and acquisition;
  - b. develop and expand offerings, including as technology develops; and
  - c. provide additional value-added and related Services and products.

**2. PRODUCT GUIDE**

- 2.1 The GeoPanel Category 2 (Human Geography Data) captures Goods and associated Services which the Contractor offers to provide to the Commonwealth are as set out in the Contractor’s Category 2 (Human Geography Data) Product Guide.
- 2.2 As at the Effective Date, the Contractor’s Category 2 (Human Geography Data) Product Guide is attached to this Annex.
- 2.3 The Contractor may by notice to the Commonwealth propose an updated Category 2 (Human Geography Data) Product Guide to reflect changes to the Contractor’s offering, such as to reflect capability enhancements referred to in clause 1.7 of Attachment A.
- 2.4 The Commonwealth may, in its discretion, accept by written notice to the Contractor an updated Category 2 (Human Geography Data) Product Guide which was proposed in accordance with clause 2.3, in which case the updated Category 2 (Human Geography Data) Product Guide becomes the new Category 2 (Human Geography Data) Product Guide and is then deemed to be attached to this Annex.

**3. OFFERED GOODS AND ASSOCIATED SERVICES**

- 3.1 The Contractor shall, in addition to any specifications required in the Contract, comply with the following specifications as relevant to the Category 2 Goods and associated Services required to be supplied under the Contract. Where the Contract does not detail a relevant specification, the Contractor shall ensure the Supplies conform to the industry standard which is reasonably expected by the Commonwealth.

Item			Description
<b>1</b>	1.01		<b>Compliance with Specification</b>
		1.01.01	If specified within a Contract, comply with Specifications for Data Supply and/or Optimisation in Annex 7, section 7E of this Attachment A Scope of Goods and Services
<b>2</b>			<b>Conduct research, assess and acquire human geography content resources</b>
	2.01		If specified within a Contract, collect, extract, identify and assemble all documentation and ancillary material



Item			Description
	2.02		If specified within a Contract, interpret primary legal documents that pertain to the delimitation and demarcation of the boundary, including textual descriptions, coordinate lists, reports and accompanying maps, native maps, secondary source maps, and historic maps used for extraction and comparison
	2.03		If specified within a Contract, interpret and apply Australian national standards for Geographic name datasets in Australia and Australian territories
	2.04		If specified within a Contract, interpret and apply Australian governmental policies for the application of Geographic names for non-Australian data
	2.05		If specified within a Contract, geo-register all source material, applying proper attribution, creation of metadata and digitising of data
	2.06		If specified within a Contract, research, assess, and acquire content sources to enable the acquisition/capture and delivery of Human Geography Data (HGD)
<b>3</b>			<b>Provision of Human Geography Data</b>
			Provide HGD to the Level of Detail (LOD) specified in the Contract. Except to the extent specified otherwise in the Contract, the Contractor shall provide the following data categories for the specified HGD LOD:
	3.01		<i>for HGD to Level of Detail 1 (LOD1), equating to Level 0 Administrative Boundaries (Country-level) in scales smaller than 1:400,000 –</i>
		3.01.01	ethnicity data;
		3.01.02	religion data;
		3.01.03	language data;
		3.01.04	demographics data;
		3.01.05	administrative boundaries data;
		3.01.06	GeoNames data;
		3.01.07	the above-named data (3.01.01 to 3.01.06 inclusive, and any other data categories required in the Contract) in IPHG International HG Schema;
		3.01.08	the above-named data (3.01.01 to 3.01.06 inclusive, and any other data categories required in the Contract) in Commonwealth International Boundaries Schema where appropriate; and
		3.01.09	the above-named data (3.01.01 to 3.01.06 inclusive, and any other data categories required in the Contract) in Commonwealth GeoNames Schema where appropriate.
	3.02		<i>for HGD to Level of Detail 2 (LOD2), equating to Level 1 Administrative Boundaries (States, Provinces, etc.) in scales from 1:200,000 to 1:400,000 –</i>
		3.02.01	ethnicity data;
		3.02.02	religion data;
		3.02.03	language data;
		3.02.04	tribal demographics data;

Item		Description
	3.02.05	communication networks data;
	3.02.06	transportation networks (air, land and sea) data;
	3.02.07	administrative boundaries data;
	3.02.08	GeoNames data;
	3.02.09	the above-named data (3.02.01 to 3.02.08 inclusive, and any other data categories required in the Contract) in IPHG International HG Schema;
	3.02.10	the above-named data (3.02.01 to 3.02.08 inclusive, and any other data categories required in the Contract) in Commonwealth International Boundaries Schema where appropriate; and
	3.02.11	the above-named data (3.02.01 to 3.02.08 inclusive, and any other data categories required in the Contract) in Commonwealth GeoNames Schema where appropriate.
3.03		<i>for HGD to Level of Detail 3 (LOD3), equating to Level 2/3 Administrative Boundaries (Cities, Towns, etc.) in scales from 1:24,000 to 1:200,000 –</i>
	3.03.01	ethnicity data;
	3.03.02	religion data;
	3.03.03	language data;
	3.03.04	sub-tribal demographics data;
	3.03.05	communication networks data;
	3.03.06	transportation networks (air, land and sea) data;
	3.03.07	cultural property and heritage data;
	3.03.08	administrative boundaries data;
	3.03.09	GeoNames data;
	3.03.10	the above-named data (3.03.01 to 3.03.09 inclusive, and any other data categories required in the Contract) in IPHG International HG Schema;
	3.03.11	the above-named data (3.03.01 to 3.03.09 inclusive, and any other data categories required in the Contract) in Commonwealth International Boundaries Schema where appropriate; and
	3.03.12	the above-named data (3.03.01 to 3.03.09 inclusive, and any other data categories required in the Contract) in Commonwealth GeoNames Schema where appropriate.
3.04		<i>for Human Geography data to Level of Detail 4 (LOD4), equating to Level 3 Administrative Boundaries and smaller (Towns, Councils, Villages, Tribes etc.) in scales larger than 1:24,000000 –</i>
	3.04.01	ethnicity data;
	3.04.02	religion data;
	3.04.03	language data;
	3.04.04	sub-tribal demographics data

Item		Description
	3.04.05	points of interest data
	3.04.06	cultural property and heritage data
	3.04.07	administrative boundaries data
	3.04.08	GeoNames data
	3.04.09	the above-named data (3.04.01 to 3.04.08 inclusive, and any other data categories required in the Contract) in IPHG International HG Schema;
	3.04.10	the above-named data (3.04.01 to 3.04.08 inclusive, and any other data categories required in the Contract) in Commonwealth International Boundaries Schema where appropriate; and
	3.04.11	the above-named data (3.04.01 to 3.04.08 inclusive, and any other data categories required in the Contract) in Commonwealth GeoNames Schema where appropriate.
<b>4</b>		<b>Quality Assurance</b>
	4.01	Ensure all data and mapping products are checked for quality against the specification(s). Except as specified otherwise in the Contract, this shall include:
	4.01.01	conducting quality checks in accordance with the Quality Assurance check lists and programs supplied by the Commonwealth or otherwise agreed by the parties in the Contract;
	4.01.02	checking the quality and accuracy of all data using the Commonwealth-supplied Geospatial Analysis and Integrity Tool ( <b>GAIT</b> ) prior to delivery to the Commonwealth;
	4.01.03	checking the quality and accuracy of all data using the Commonwealth-supplied Quality Assurance Capability Tool ( <b>QAC Tool</b> ) prior to delivery to the Commonwealth; and
	4.01.04	generating and providing GAIT and QAC Tool result reports together with the delivery of the data.
	4.02	Ensure that any defects or deficiencies identified by the Commonwealth (e.g. through the Commonwealth's quality checks) and notified to the Contractor shall be expediently rectified across the entire task and re-delivered to the Commonwealth (at no additional cost to the Commonwealth).
<b>5</b>		<b>Supply of Completed Data/Product</b>
	5.01	Except as required otherwise in the Contract, the data shall be provided in the following product and data formats:
	5.01.01	Vector data and cartographic data shall be supplied in ESRI File Geodatabase Format (version 10.6 or later);
	5.01.02	Vector data and cartographic data shall be supplied in ArcGIS Pro File Geodatabase (project) (version 2.4 or later);
	5.01.03	Finalised Map product shall be supplied in ESRI .MXD format (version 10.6 or later); and
	5.01.04	Finalised Map product shall be supplied in ArcGIS Pro Project format (version 2.4 or later).
	5.05	The data and products shall be supplied to the Commonwealth in the media and format specified in the Contract (such as USB3 Hard Disc Drive ( <b>HDD</b> ) Amazon S3 ( <b>AWS</b> ), Snowball, FTP).

Item			Description
	5.06		If multiple copies of data are to be provided under the Contract, each copy shall be supplied on separate media (e.g. separate HDDs).
<b>6</b>			<b>Sample Data</b>
	6.01		If requested by the Commonwealth in a Request for Quote and Tasking Statement ( <b>RFQTS</b> ), the Contractor shall supply a representative set of sample human geography data for the Commonwealth to evaluate (before deciding whether to enter into a Contract for the purchase of the dataset. The representative data set shall be supplied in an agreed format (such as USB3 Hard Disc Drive ( <b>HDD</b> ), Amazon S3 ( <b>AWS</b> ), Snowball, FTP).
	6.02		If the Commonwealth enters into a Contract to purchase a product following the supply of a representative set of sample data, the data the Contractor is required to supply under that Contract shall comply in all respects with the sample data except as explicitly agreed otherwise by the Commonwealth in the Contract.

**ANNEX 3: DATA AND MAP PRODUCTION**

**1. SUMMARY OF REQUIREMENT**

- 1.1 The Contractor offers to provide the Commonwealth expects the Data and Map Production category to include:
  - a. produce and provide geospatial vector data in accordance with Commonwealth specifications; and
  - b. produce and provide standard and non-standard mapping products in accordance with the Commonwealth specifications;
  - c. develop and expand offerings, including as technology develops; and
  - d. provide additional value-added and related Services and products.

**2. PRODUCT GUIDE**

- 2.1 The GeoPanel Category 3 (Data and Map Production) captures Goods and associated Services which the Contractor offers to provide to the Commonwealth are as set out in the Contractor’s Category 3 (Data and Map Production) Product Guide.
- 2.2 As at the Effective Date, the Contractor’s Category 3 (Data and Map Production) Product Guide is attached to this Annex.
- 2.3 The Contractor may by notice to the Commonwealth propose an updated Category 3 (Data and Map Production) Product Guide to reflect changes to the Contractor’s offering, such as to reflect capability enhancements referred to in clause 1.7 of Attachment A.
- 2.4 The Commonwealth may, in its discretion, accept by written notice to the Contractor an updated Category 3 (Data and Map Production) Product Guide which was proposed in accordance with clause 2.3, in which case the updated Category 3 (Data and Map Production) Product Guide becomes the new Category 3 (Data and Map Production) Product Guide and is then deemed to be attached to this Annex.

**3. OFFERED GOODS AND ASSOCIATED SERVICES**

- 3.1 The Contractor shall, in addition to any specifications required in the Contract, comply with the following specifications as relevant to the Category 3 Goods and associated Services required to be supplied under the Contract. Where the Contract does not detail a relevant specification, the Contractor shall ensure the Supplies conform to the industry standard which is reasonably expected by the Commonwealth.

Item			Description
1	1.01		<b>Compliance with Specification</b>
		1.01.01	If specified within a Contract, comply with Specifications for Data Supply and/or Optimisation in Annex 7, section 7E of this Attachment A Scope of Goods and Services.
2			<b>Data Production and Extraction –</b> Provide feature data captured at the scale, coverage and currency specified in the Contract. This is to enable cartographic and analytical processes.

Item		Description
	2.01	Utilising GIS software, capture/extract topographic features from supplied data. Except as specified otherwise in the Contract, the Contractor shall ensure the following extraction/capture methodologies are implemented and achieved:
		2.01.01 extract/capture 2D topographic features from aerial or satellite imagery and other source data supplied by Commonwealth;
		2.01.02 extract/capture 3D topographic features from aerial or satellite imagery draped over 3D surface and other source data supplied by Commonwealth;
		2.01.03 extract/capture 3D topographic features from stereoscopic aerial or satellite imagery utilising stereoscopic equipment and other source data supplied by Commonwealth; and
		2.01.04 extract/capture 3D topographic features from aerial or satellite imagery utilising other method.
	2.02	Extract features using GIS software to defined specifications and the Contract.
	2.03	Extract/capture features to scale defined in the Contract
	2.04	Complete metadata statement for each geodatabase in ISO19115 format, or as otherwise specified in the Contract.
<b>3</b>		<b>Cartographic Data Production –</b> Provide feature data captured at the scale, coverage, specification and currency specified in the Contract, optimised for cartographic production. This is to enable cartographic mapping.
	3.01	Unless specified otherwise in the Contract, the Contractor shall utilise GIS software to produce cartographic data (i.e. map-ready data).
	3.02	The Contractor shall produce the cartographic data from extracted or supplied data (as applicable) to the specification required in the Contractor.
<b>4</b>		<b>Cartographic Map Production</b> Provide finished cartographic mapping products at the scale, coverage, specification and currency specified in the Contract.
	4.01	Unless specified otherwise in the Contract, the Contractor shall utilise GIS software to produce cartographic map product including marginalia.
	4.02	The Contractor shall produce the cartographic mapping products from extracted or supplied data (as applicable) to the specification required in the Contractor.
<b>5</b>		<b>Quality Assurance</b>
	5.01	All data and mapping products shall be checked for quality against the specification(s). Except as specified otherwise in the Contract, this shall include:
		5.01.01 conducting quality checks of all data and mapping products in accordance with the Quality Assurance check lists and programs supplied by the Commonwealth or otherwise agreed by the parties in the Contract;
		5.01.02 checking the quality and accuracy of all data and mapping products using the Commonwealth-supplied Geospatial Analysis and Integrity Tool ( <b>GAIT</b> ) prior to delivery to Commonwealth;

Item			Description
		5.01.03	checking the quality and accuracy of all data using the Commonwealth-supplied Quality Assurance Capability Tool ( <b>QAC Tool</b> ) prior to delivery to Commonwealth; and
		5.01.03	generating and providing GAIT or QAC Tool result reports together with the delivery of the data and mapping products.
	5.02		Ensure that any defects or deficiencies identified by the Commonwealth (e.g. through the Commonwealth's quality checks) and notified to the Contractor shall be expediently rectified across the entire task and re-delivered to the Commonwealth (at no additional cost to the Commonwealth).
<b>6</b>			
			<b>Supply of Completed Data/Product</b>
	<b>6.01</b>		Unless specified otherwise in the Contract, the Contractor shall supply vector data and cartographic data
		6.01.01	in ESRI File Geodatabase Format (version 10.6 or later); and
		6.01.02	in ArcGIS Pro File Geodatabase (project) (version 2.4 or later) .
	6.02		Unless specified otherwise in the Contract, the Contractor shall finalised Map product:
		6.02.01	in ESRI MAP Desktop format (version 10.6 or later); and
		6.02.02	in ArcGIS Pro Project format (version 2.4 or later)
	6.03		The completed data/product shall be supplied in an agreed format (such as USB3 Hard Disc Drive ( <b>HDD</b> ), Amazon S3 ( <b>AWS</b> ), Snowball, FTP).
<b>7</b>			
			<b>Sample Data</b>
	7.01		If requested by the Commonwealth in a Request for Quote and Tasking Statement ( <b>RFQTS</b> ), the Contractor shall supply a representative set of sample data for the Commonwealth to evaluate before deciding whether to enter into a Contract for the purchase of the dataset. The representative data set shall be supplied in an agreed format (such as USB3 Hard Disc Drive ( <b>HDD</b> ), Amazon S3 ( <b>AWS</b> ), Snowball, FTP).
	7.02		If the Commonwealth enters into a Contract to purchase a product following the supply of a representative set of sample data, the data the Contractor is required to supply under that Contract shall comply in all respects with the sample data except as explicitly agreed otherwise by the Commonwealth in the Contract.

**ANNEX 4: HYDROGRAPHIC SERVICES**

**1. SUMMARY OF REQUIREMENT**

- 1.1 The Contractor offers to provide the Commonwealth the Hydrographic Services and associated Goods to meet the Commonwealth’s requirements for a supplier to:
- a. provide geospatial, hydrographic, meteorological, oceanographic and imagery intelligence and non-intelligence products in accordance with Commonwealth specifications;
  - b. develop and expand offerings, including as technology develops; and
  - c. provide additional value-added and related Services and products.

**2. OFFERED GOODS AND ASSOCIATED SERVICES**

- 2.1 To meet the Commonwealth’s requirements, the Contractor offers to provide the Commonwealth relevant hydrographic goods and services, including Goods and associated Services, as such goods and services relate to category 4A or 4B for which the Contractor has been appointed to the GeoPanel (as specified in clause **Error! Reference source not found.** to Attachment A):

Item		Description
<b>1</b>		<b>Compliance with Specification</b>
	1.01	Comply with the Specifications for Hydrographic Services in Annex 7, section 7F of this Attachment A Scope of Goods and Services
<b>2</b>		<b>Compilation &amp; Maintenance of Hydrographic Products in Defined Formats</b>
	2.01	Compilation and maintenance of hydrographic products in defined formats includes the production of Electronic Navigational Chart ( <b>ENC</b> ) data sets and derived new navigational charts, miscellaneous charts, new editions and block Notice to Mariner ( <b>NtM</b> ) corrections. All products are compiled to recognised international standards that are supplemented by AHO standards.
	2.01.01	Compilation – the process of selection of appropriate features from one or more source datasets or other product datasets and its representation within a chart product, generally affecting either an entire chart product or products, or a significant portion of a chart product.
	2.01.02	Maintenance – the application, amendment, relocation or removal of specified point, line and area features to an existing chart product, generally in response to an external report about changes to that feature, including generalising that change across smaller scale chart products where required.
	2.02	As defined in the Contract, the compilation and maintenance processes normally includes;
	2.02.01	Project management
	2.02.02	Data assessment
	2.02.03	Datum transformation of source documents
	2.02.04	Compilation practices including hydrographic and topographic data selection



Item		Description
	2.02.05	Object and attribute encoding
	2.02.06	Validation and final product presentation
<b>3</b>		<b>Conversion of Hydrographic and Related Data between Different Formats</b>
	3.01	Utilising GIS software, provide conversion of hydrographic and related data between different formats.
	3.01.01	The conversion of hydrographic and related data between different formats includes the capturing of source material from raster images or manuscript documents into formats compatible with the Commonwealth production environment.
<b>4</b>		<b>Source Assessment and Rectification of Hydrographic Data</b>
	4.01	Assessment of and calculation of geodetic and tidal adjustments.
	4.02	Zones of Confidence ( <b>ZOC</b> ) assessment and encoding and assembly of the final data pack and associated documentation.
	4.03	Application of approved geodetic, horizontal and vertical datum shifts to datasets and associated documentation
<b>5</b>		<b>Miscellaneous Hydrographic Charting Services</b> – [as defined in the Contract]
	5.01	Miscellaneous hydrographic charting services include such other hydrographic data capture and compilation Services as may be defined by the Commonwealth.
	5.02	The above Services shall be performed within the Contractor's premises or on-site at the Commonwealth's premises as defined by the Commonwealth's specific Tasking Statement
<b>6</b>		<b>Satellite Derived Products</b> – Satellite Derived Bathymetry and Hydrographic Feature Vector Products
	6.01	Production of Satellite Derived Bathymetry ( <b>SDB</b> )
	6.01.01	Acquisition and supply of suitable high resolution multispectral imagery for SDB production limiting undesirable environmental conditions (e.g. Haze, Glint, Turbidity)
	6.01.02	Suitable Imagery pre-processing including: Radiometric correction, atmospheric correction, Land/Water masking, Water surface/Glint correction or any other required process
	6.01.03	Water-Depth processing using a suitable and proven model
	6.01.04	Apply appropriate tidal corrections to the SDB and supply any relevant tidal information or imagery metadata
	6.01.05	Apply appropriate QA/QC procedures to the data incorporating the imagery processed, available bathymetric data or any other supplied source data
	6.01.06	If requested/possible, vertical calibration of SDB data with processed Lidar data from Icesat-2 sensor
	6.01.07	Supply method statement documentation and relevant metadata for all processes and datasets used in the production of SDB

Item		Description
	6.01.08	Supply final SDB product at the native imagery resolution in the requested format (e.g. .xyz, .geotiff) and requested co-ordinate system (e.g. WGS84, UTM etc.)
	6.02	Production of Satellite Derived Vector Data
	6.02.01	Extraction of Coastline Data from High Resolution Satellite Imagery supplied in .shp line vector format including metadata for the processed imagery
	6.02.02	Delineation of reef features from High Resolution Multispectral Imagery supplied in .shp vector format including metadata for the processed imagery
	6.02.03	Delineation of requested shallow water features from High Resolution Multispectral Imagery supplied in .shp vector format including metadata for the processed imagery
	6.02.04	Improvement of geolocation accuracy of any of the above products with supplied local Ground Control Points provided in digital format
<b>7</b>		<b>Supply of Completed Deliverables</b>
	7.01	The Contractor shall compile ENC's and other S-100 hydrospatial products from manuscript, digital chart or source data of varying ages and datums to International Hydrographic Organization (IHO) Transfer Standard for Digital Hydrographic Data – Special Publication No. 57 (S-57) and IHO S100 Universal Hydrographic Data Model.
	7.02	The Contractor shall compile ENC's in accordance with the Australian Use of the Object Catalogue (AUOC) (SPEC_05_55_AA34159) which is based on the IHO Transfer Standard for Digital Hydrographic Data (S-57).
	7.03	The Contractor shall compile nautical paper charts in accordance with the AHO Charting Specifications (SPEC_05_55_AA223480) which is based on the Regulations for the IHO International (INT) Charts and Chart Specifications of the IHO (S-4) – Part B Medium and Large Scale Charts.
	7.04	The Contractor shall compile whole or parts of metric hydrographic navigational charts on the World Geodetic System (WGS) and Lowest Astronomical Tide (LAT) datums from manuscript and digital source data to IHO and AHO recognised standards and specifications.
	7.05	The Contractor shall compile S-100 hydrospatial products in accordance with the corresponding IHO S-100 based Product Specification. The Contractor shall deliver ENC's and other S-100 hydrospatial products in the formats established in the corresponding IHO Product Specifications. <b>NB: S100 products expected to be in Production from 2024.</b>
	7.06	As outlined in the Contract, the Contractor shall deliver paper chart products in the following formats:
	7.06.01	CARIS Paper Chart Composer (PCC) files.
	7.06.02	1016 dpi Colour Separated TIFF files.
	7.06.03	300 dpi GeoTIFFs.
	7.07	As outlined in the Contract, the contractor shall deliver source bathymetric datasets geospatially referenced to WGS84 (or other datum) in the following formats (as requested):
	7.07.01	300dpi GeoTIFFs
	7.07.02	Caris CSAR
	7.07.03	ASCII (x,y,z)

Item		Description
	7.08	As outlined in the Contract, the Contractor shall deliver products accompanied by a Production Plan and History document as per the latest template provided by the Commonwealth.
	7.09	As outlined in the Contract, the Contractor shall provide all digital deliverables via the AHO OurShare portal. The acceptance of the deliverables on the media will be determined by the Commonwealth's ability to successfully read the particular files on the media.
<b>8</b>		<b>Government Furnished Data</b> – [as defined in the Contract]
	8.01	The Commonwealth shall, if agreed in a Contract, supply the following Government Furnished Data ( <b>GFD</b> ) to the Contractor which may include but not be limited to the following source data in the following formats:
	8.01.01	Product Tasking Statement and Work Order in Adobe PDF format
	8.01.02	Product Final Review Report in Adobe PDF format
	8.01.03	Product Mockup files in Adobe PDF format
	8.01.04	Zone of Confidence ( <b>ZOC</b> ) information S-57 / Microsoft Excel format
	8.01.05	Tides and Geodetic information including: - Vertical and Horizontal Datum Adjustments - Tide panel data - Tidal stream data - Tidal variation diagram or “-H” diagrams - Current and flood/ebb tidal information in Microsoft Word, Microsoft Excel, Adobe PDF, Shapefiles, ASCII text format
	8.01.06	Bathymetry (soundings) in AHO Hydrographic Transfer Format ( <b>HTF</b> ), Tagged Image File Format ( <b>TIFF</b> ), Geo-referenced TIFF ( <b>GeoTIFF</b> ), IHO S-57, IHO S-100, CARIS .HOB, CARIS.CSAR, ASCII XYZ, ESRI Shapefiles and CAD DXF and DWG files.
	8.01.07	Nautical Information including: - Maritime boundaries, Navigation Aids, Tracks, routes, Topographic data (natural and cultural), Satellite imagery, Port infrastructure, Nomenclature, Wrecks, obstructions, landmarks, conspicuous objects, Cautionary/explanatory notes, Notices to Mariners, Sailing Direction Information, Paper chart ENC conversions in ESRI SHAPE files, ESRI Geodatabase files, IHO S-57, IHO S-100, ASCII Text, Microsoft Word, Microsoft Excel, DWG, DXF, TIFF and GeoTIFF formats.
	8.01.08	AHO Standards and Specifications (paper chart and ENC) in Adobe PDF format.
	8.01.09	AHO CARIS System Files in CARIS.csar formats
	8.01.10	Australian National Tide Tables in Adobe PDF format.
	8.01.11	AUS GeoTIFF – Australian Pack in GeoTIFF format
	8.02	The Commonwealth may, at its discretion amend the GFD if compilation of the ENC or corresponding paper nautical chart has not commenced. Where the compilation of the ENC or paper chart has commenced any amendments to the GFD may be subject to a contract change.

Item		Description
	8.03	The Contractor shall, in a skilful manner, incorporate the GFD into the Supplies or utilise the GFD in production of the Supplies in accordance with the Contract
	8.04	The Contractor shall use only the mandated GFD in the compilation of the ENC and paper nautical charts. The Contractor shall obtain Commonwealth approval in writing to use any other data in the production of the Supplies.
	8.05	The Commonwealth is the owner of or otherwise responsible for the GFD, as such all data shall be returned to the AHO once the contract has been completed. All GFD is copyright and shall not be exploited or distributed without the prior written permission of the AHO
<b>9</b>		<b>Additional Reference Material</b> – [as defined in the Contract]
	9.01	The following specifications/policies can be used as additional reference material during the production and acceptance of the Supplies:
	9.01.01	AUS GeoTIFF Product (AHP 135) Specification (SPEC_06_05_AA573624)
	9.01.02	AHO Hydrographic Transfer Format ( <b>HTF</b> ) – refer to the AHO web site <a href="http://hydro-intranet.ear.defence.gov.au/tools/htf/htf.htm">http://hydro-intranet.ear.defence.gov.au/tools/htf/htf.htm</a>
	9.01.03	IALA – Maritime Buoyage System (NP735).
	9.01.04	Notices to Mariners.
	9.01.05	AHP20 Mariners Handbook for Australian Waters.
	9.01.06	UKHO Mariners Handbook.
	9.01.07	IHO Hydrographic Dictionary - refer to the IHO web site ( <a href="http://www.iho.int/mtg_docs/com_wg/CHD/CHD_Misc/S-32.htm">http://www.iho.int/mtg_docs/com_wg/CHD/CHD_Misc/S-32.htm</a> )
	9.01.08	AHO Chart Acceptance Policy.
	9.01.09	AHO Chart notes (.TXT files)
<b>10</b>		<b>Specification Variations</b>
	10.01	In the event the specifications vary at any time during the period of the Contract then the impacts of those variations will be considered by the Contractor and if material, the Contractor may propose a Contract change in accordance with the Conditions of Deed.
	10.02	It will be the responsibility of the Commonwealth to advise the Contractor of any change or intended change to the specifications and the Commonwealth shall furnish copies of the revised specifications to the Contractor.

**ANNEX 5: PROFESSIONAL SERVICES**

**1. SUMMARY OF REQUIREMENT.**

- 1.1 The Contractor offers to provide the Commonwealth the Professional Services and associated Goods to meet the Commonwealth’s requirements for a supplier to:
- a. provide Geospatial Information Systems (**GIS**) and/or Geospatial Technical Expertise. This expertise may be provided in-house to the Commonwealth (as an ‘above-the-line’ contractor) or externally as an independent supplier (‘below-the-line’ contractor).

**2. OFFERED GOODS AND ASSOCIATED SERVICES**

- 2.1 To meet the Commonwealth’s requirements, the Contractor offers to provide the Commonwealth the following Goods and associated Services::

5A: GIS Manager		
Indicative Services	Indicative Experience, Qualifications	Other Indicative Requirements
<p>The Contractor shall provide GIS Manager or Coordinator services to the Commonwealth. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Responsibilities:                             <ul style="list-style-type: none"> <li>- Provide on-site management and direction of services development and integration and maintain an Enterprise-wide standards GIS platform.</li> <li>- Responsible for developing, implementing and maintaining Enterprise GIS consistent with mission and business objectives.</li> <li>- Provide planning and direction for GIS growth</li> <li>- Provide overall management for all GIS implementation tasks</li> <li>- Manage setting of priorities for GIS/geospatial systems, integration and applications development</li> <li>- Industry engagement activities and contractor management</li> <li>- Responsible for strategic planning, roadmap development, coordination and meeting business objectives of the Organisation.</li> <li>- Lead a team in maintaining operational GIS, alignment of business and technology to meet capacity requirements.</li> <li>- Provide overall management for all contracted work</li> <li>- Team administration</li> <li>- Coordinate and liaise with other departments and outside agencies.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 5+ years’ expertise in utilising Geospatial Information Systems (<b>GIS</b>)</li> <li>• Experience in strategic management, thought leadership and GIS knowledge</li> <li>• Proven management experience in work-plan development</li> <li>• Proven management experience in leading GIS teams</li> <li>• Experience in GIS services</li> <li>• Experience in delivering GIS solutions</li> <li>• Technical GIS competencies</li> <li>• Defence and or Intelligence Domain knowledge</li> </ul>	<ul style="list-style-type: none"> <li>• To be considered for this role, Contractor Personnel may be required to undergo and successfully hold an Australian Government Security Vetting Agency (<b>AGSVA</b>) Security Clearance and may also be required to successfully complete an Organisational Suitability Assessment (<b>OSA</b>).</li> </ul>

<b>5B: GIS Technical Architect</b>		
<b>Indicative Services</b>	<b>Indicative Experience, Qualifications</b>	<b>Other Indicative Requirements</b>
<p>The Contractor shall provide GIS Technical Manager or Architect services to the Commonwealth. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Responsibilities:                             <ul style="list-style-type: none"> <li>- GIS solutions architecture lead (business technical architectures)</li> <li>- GIS Technical roadmap development</li> <li>- Technical leadership to GIS projects</li> <li>- Project review and implementation services</li> <li>- Interdepartmental technical coordination</li> <li>- Design approver for system changes, build or development activities relating to Enterprise GIS</li> <li>- Provide advice on the Sustainment of Enterprise GIS</li> <li>- Technical alignment of multiple Enterprise GIS deployment across multiple disconnected systems</li> <li>- GIS solutions architecture lead (business technical architectures)</li> <li>- GIS Technical roadmap development</li> <li>- Technical leadership to GIS projects</li> <li>- Project review and implementation services</li> <li>- Interdepartmental technical coordination</li> <li>- Design approver for system changes, build or development activities relating to Enterprise GIS</li> <li>- Provide advice on the Sustainment of Enterprise GIS</li> <li>- Technical alignment of multiple Enterprise GIS deployment across multiple disconnected systems</li> <li>- Team administration/management</li> <li>- Act as technical advisor and liaison to other departments and outside agencies</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 5+ years' expertise in utilising Geospatial Information Systems (<b>GIS</b>)</li> <li>• Demonstrated system architecture/design and implementation experience with GIS</li> <li>• Geospatial systems analysis and design experience</li> <li>• Defence and or Intelligence Domain knowledge</li> <li>• Enterprise GIS architectures (SOA and web services) concepts and understanding</li> <li>• Proven GIS technical systems implementation experience</li> <li>• Industry specific certifications</li> </ul>	<ul style="list-style-type: none"> <li>• To be considered for this role, Contractor Personnel may be required to undergo and successfully hold an AGSVA Security Clearance and may also be required to successfully complete an OSA.</li> </ul>

<b>5C: GIS Business Manager</b>		
<b>Indicative Services</b>	<b>Indicative Experience, Qualifications</b>	<b>Other Indicative Requirements</b>
<p>The Contractor shall provide GIS Business Manager services to the Commonwealth. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Responsibilities:                             <ul style="list-style-type: none"> <li>- Synthesis of GIS business practices within an organisational framework</li> <li>- Capability management and leadership to GIS projects</li> <li>- Project review and implementation services</li> <li>- Design approver for system changes, business operations activities relating to Enterprise GIS</li> <li>- Provide advice on the Sustainment of Enterprise GIS</li> <li>- Maintain strong relationship with stakeholders and user groups and provide insights and direction to support and align GIS technical evolution.</li> <li>- Engagement with business and technical users to educate and inform on transition of geospatial tradecraft and techniques</li> <li>- Team administration/management</li> <li>- Act as business advisor and liaison to other departments and outside agencies</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 5+ years' expertise in utilising Geospatial Information Systems (<b>GIS</b>)</li> <li>• Experience in planning integration and transition of new GIS capabilities into user communities</li> <li>• Demonstrated experience in the integration, sustainment and operation of an Enterprise GIS</li> <li>• Experience in delivering models and insights to support business decisions, specifically related to the evolution of GIS within a large organisation</li> <li>• Defence and/or Intelligence Domain knowledge</li> <li>• Understanding of common patterns of deployments, use and support</li> <li>• Industry specific certifications</li> </ul>	<ul style="list-style-type: none"> <li>• To be considered for this role, Contractor Personnel may be required to undergo and successfully hold an AGSVA Security Clearance and may also be required to successfully complete an OSA.</li> </ul>

<b>5D: GIS Services Manager</b>		
<b>Indicative Services</b>	<b>Indicative Experience, Qualifications</b>	<b>Other Indicative Requirements</b>
<p>The Contractor shall provide GIS Service Manager services to the Commonwealth. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Responsibilities:                             <ul style="list-style-type: none"> <li>- Data producer engagement, support and governance</li> <li>- Data and services dissemination, customer support and governance</li> <li>- Governance and custodianship of GIS Services</li> <li>- Service lifecycle management, monitoring and reporting</li> <li>- Provide guidance and direction to GIS Services developers</li> <li>- Subject Matter Expert for GIS services</li> <li>- Publish and maintain GIS services</li> <li>- Develop and maintain policy for services dissemination (corporate and external)</li> <li>- Team administration/management</li> <li>- Act as technical advisor and liaison to other departments and outside agencies</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 5+ years' expertise in utilising Geospatial Information Systems (<b>GIS</b>)</li> <li>• Demonstrated understanding of service governance and policy relating to data and services</li> <li>• Understanding of data management principles and metadata collection and management</li> <li>• Understanding of spatial data types, defence formats, GIS services standards/types and web service APIs</li> <li>• Understanding of services architecture and factors that impede performance</li> <li>• Experience in configuring and tuning geospatial web services for high performance</li> <li>• Technically proficient in publishing GIS services</li> <li>• Industry specific certifications</li> </ul>	<ul style="list-style-type: none"> <li>• To be considered for this role, Contractor Personnel may be required to undergo and successfully hold an AGSVA Security Clearance and may also be required to successfully complete an OSA.</li> </ul>



<b>5E: GIS System Administrator (Supervising System Technician)</b>		
<b>Indicative Services</b>	<b>Indicative Experience, Qualifications</b>	<b>Other Indicative Requirements</b>
<p>The Contractor shall provide GIS System Administrator (Supervising System Technician) services to the Commonwealth. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Responsibilities:                             <ul style="list-style-type: none"> <li>- Maintain availability of the Enterprise GIS deployments</li> <li>- Ensure the stability and recoverability of the Enterprise GIS</li> <li>- Work with GIS services manager and provide regular reporting of GIS services availability and performance</li> <li>- Manage the system health and configuration of the system monitor dashboard</li> <li>- Lead all system administration activities</li> <li>- Support the GIS technical lead; provide input to future GIS/IT requirements.</li> <li>- Facilitate the implementation of these systems</li> <li>- Manage technical support with vendors</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 3+ years' experience in Geospatial Information Systems</li> <li>• Degree in computer science or related computer systems areas</li> <li>• Experience with client/server and web environments</li> <li>• Experience with system lifecycle management</li> <li>• High skills with windows UI and command line utilities</li> <li>• Good problem-solving skills</li> <li>• Project and team management experience, ability to lead, and work, in a team environment</li> <li>• Good communication and documentation skills</li> <li>• Technically proficient in COTS and/or FOSS GIS technical systems</li> <li>• Knowledge of infrastructure requirements (hardware, storage and server) for GIS Deployments</li> <li>• Demonstrated GIS delivery and/or administration experience</li> <li>• Understanding of System Delivery Lifecycle</li> <li>• Industry specific certifications</li> </ul>	<ul style="list-style-type: none"> <li>• To be considered for this role, Contractor Personnel may be required to undergo and successfully hold an AGSVA Security Clearance and may also be required to successfully complete an OSA.</li> </ul>

<b>5F: GIS System Technician</b>		
<b>Indicative Services</b>	<b>Indicative Experience, Qualifications</b>	<b>Other Indicative Requirements</b>
<p>The Contractor shall provide GIS System Technician services to the Commonwealth. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Responsibilities:                             <ul style="list-style-type: none"> <li>- Perform system administrative functions on GIS servers</li> <li>- GIS software upgrades and service packs</li> <li>- Perform system administrative functions on GIS servers</li> <li>- GIS server configuration and installation</li> <li>- System performance monitoring and troubleshooting</li> <li>- Identify and manage application and infrastructure issues</li> <li>- Manage technical support with vendors</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 18+ months experience in GIS</li> <li>• Demonstrated GIS knowledge in GIS software applications and systems</li> <li>• Applied GIS knowledge and business understanding of the use of GIS</li> </ul>	<ul style="list-style-type: none"> <li>• To be considered for this role, Contractor Personnel may be required to undergo and successfully hold an AGSVA Security Clearance and may also be required to successfully complete an OSA.</li> </ul>

<b>5G: GIS Database Manager</b>		
<b>Indicative Services</b>	<b>Indicative Experience, Qualifications</b>	<b>Other Indicative Requirements</b>
<p>The Contractor shall provide GIS Database Manager services to the Commonwealth. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Responsibilities:                             <ul style="list-style-type: none"> <li>- Pro-active monitoring, maintenance and support of spatial data</li> <li>- Document and maintain spatial database architectures and data environments (build, staging and production)</li> <li>- Monitor performance and make recommendations for scalability and capacity planning</li> <li>- Troubleshooting locking, connection and performance issues.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 3+ years' experience in Geospatial Information Systems</li> <li>• Demonstrated experience in the installation, configuration and support of ESRI's Mapping and Charting Solution suite, particularly:                             <ul style="list-style-type: none"> <li>- ESRI Solutions</li> <li>- Defence Mapping</li> <li>- Production Mapping</li> <li>- Data Reviewer</li> <li>- Workflow Manager</li> </ul> </li> <li>• Understand system requirements for relational databases and GIS workflows</li> <li>• Knowledge of geometry and geospatial feature data models and spatial types</li> <li>• Experience in installation and configuration of Enterprise Class relational databases and the storage and management of spatial data</li> </ul>	<ul style="list-style-type: none"> <li>• To be considered for this role, Contractor Personnel may be required to undergo and successfully hold an AGSVA Security Clearance and may also be required to successfully complete an OSA.</li> </ul>

<b>5H: GIS Web Content Manager</b>		
<b>Indicative Services</b>	<b>Indicative Experience, Qualifications</b>	<b>Other Indicative Requirements</b>
<p>The Contractor shall provide GIS Web Content Manager services to the Commonwealth. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Responsibilities:                             <ul style="list-style-type: none"> <li>- Provide expert knowledge of GIS software applications (desktop, web)</li> <li>- Provide support to GIS development activities, design, implement web based spatial services, content and functionality</li> <li>- Design and develop data models for feature-based services</li> <li>- Create and update training documentation to support use of spatial content within Web GIS</li> <li>- Work within an application framework to maximise business utilisation</li> <li>- Provide business leads insights into user patterns and systems utilisation through reporting</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 3+ years' experience in GIS</li> <li>• Knowledge of best practices for use of spatial content within a GIS</li> <li>• Understanding of spatial data types</li> <li>• Understanding of major Defence data formats</li> <li>• Understanding and experience in data integration</li> <li>• Understanding and experience in building spatial data models optimised for web visualisation and analysis</li> <li>• Knowledge of best practice geospatial web service publishing</li> </ul>	<ul style="list-style-type: none"> <li>• To be considered for this role, Contractor Personnel may be required to undergo and successfully hold an AGSVA Security Clearance and may also be required to successfully complete an OSA.</li> </ul>

<b>5I: GIS Data Analyst and/or Geospatial-Intelligence Data Analyst</b>		
<b>Indicative Services</b>	<b>Indicative Experience, Qualifications</b>	<b>Other Indicative Requirements</b>
<p>The Contractor shall provide GIS Data Analyst and/or Geospatial-Intelligence Data Analyst services to the Commonwealth. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>Responsibilities may include a combination of the below knowledge and skills groups: <ul style="list-style-type: none"> <li>Retrieve and prepare datasets, including structured and unstructured data; select, integrate, clean and format data.</li> <li>Innovate and apply analytic methodologies to support user requirements and enable intelligence analysis: including data modelling, data visualisation and statistical analysis.</li> <li>Effectively communicate with stakeholders at different stages of the data analysis process, including interpreting user requirements, building analytic models and communicating results, including integrating data analysis with geospatial workflows.</li> <li>Review data for integrity, accuracy, and currency; reconciles differences to ensure consistency between database entries and source data; edits and updates databases and applies appropriate data and metadata attribution.</li> <li>Update and maintenance of all commodity databases.</li> <li>Provide support is data development activities, ingest, transform, export, schemas and data updates</li> <li>Design and develop data models for feature-based services</li> <li>SME in spatial ETL</li> <li>Provide advice and documentation to customers on the terms of use of data</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>3+ years' experience in GIS</li> <li>Knowledge of best practices in data integration, transformation, optimisation, management and dissemination using geospatial data and services</li> <li>Understanding of spatial data types</li> <li>Understanding of major Defence data formats</li> <li>Understanding of relational databases, database design and data modelling</li> <li>Understanding and experience in data integration</li> <li>Understanding and experience in building spatial data models optimised for web visualisation and analysis</li> <li>Knowledge of best practice geospatial web service publishing</li> <li>Knowledge of best practices in data visualisation and data story-telling, including using specialised data visualisation software, coding, designing and producing interactive visualisations</li> <li>Knowledge of analytic modelling and machine learning techniques to extract meaning and from large volumes of geospatial data</li> <li>Understanding of statistical analysis; including geostatistical analysis</li> </ul>	<ul style="list-style-type: none"> <li>To be considered for this role, Contractor Personnel may be required to undergo and successfully hold an AGSVA Security Clearance and may also be required to successfully complete an OSA.</li> </ul>

<b>5J: GIS Foundation Specialist</b>		
<b>Indicative Services</b>	<b>Indicative Experience, Qualifications</b>	<b>Other Indicative Requirements</b>
<p>The Contractor shall provide GIS Foundation Specialist services to the Commonwealth. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Responsibilities may include:                             <ul style="list-style-type: none"> <li>- Extraction of features utilising GIS software in 2D and 3D to Defence standards/specifications</li> <li>- Creation of cartographic map products to Defence standards/specifications</li> <li>- Quality Assurance of spatial data and products to Defence standards/specifications utilising ESRI ArcMap and/or ArcPro software and custom QA programs</li> <li>- Draft reports of quality outcomes</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Relevant degree or 5+ years' expertise in utilising Geospatial Information Systems (<b>GIS</b>)</li> <li>• Experience in creation/extraction of data to complex schemas</li> <li>• Experience in creation/extraction of data to complex Defence schemas</li> <li>• Experience in quality assurance of geospatial data including accuracy, quality, completeness and timeliness against predefined parameters and data specifications and experience in drafting quality reports as an output</li> <li>• Experience in drafting standard operating procedures, preferably as part of a quality management system</li> <li>• Experience in creation of cartographic maps, particularly to specification (including marginalia)</li> </ul>	<ul style="list-style-type: none"> <li>• To be considered for this role, Contractor Personnel may be required to undergo and successfully hold an AGSVA Security Clearance and may also be required to successfully complete an OSA.</li> </ul>

<b>5K: GIS Entry Level Analyst</b>		
<b>Indicative Services</b>	<b>Indicative Experience, Qualifications</b>	<b>Other Indicative Requirements</b>
<p>The Contractor shall provide GIS Foundation Specialist services to the Commonwealth. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>Responsibilities may include:                             <ul style="list-style-type: none"> <li>- Creation and/or update of geospatial metadata to Defence standards</li> <li>- Perform elevation editing in accordance with instructions</li> <li>- Produce vector or raster data in accordance with instructions</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Relevant Certificate IV qualification or 1+ year's expertise in utilising Geospatial Information Systems (<b>GIS</b>)</li> <li>Experience in the use of GIS software of any type</li> <li>Experience in following instructions for the creation or editing of data or maps</li> <li>Experience in following and providing suggestions for improvement for standard operating procedures</li> </ul>	<ul style="list-style-type: none"> <li>To be considered for this role, Contractor Personnel may be required to undergo and successfully hold an AGSVA Security Clearance and may also be required to successfully complete an OSA.</li> </ul>

5L: GIS Aviation Data Production Support		
Indicative Services	Indicative Experience, Qualifications	Other Indicative Requirements
<p>The Contractor shall provide GIS Aviation Data Production Support services to the Commonwealth. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>Responsibilities may include:                             <ul style="list-style-type: none"> <li>Create, configure and evolve the Australian Geospatial-Intelligence Organisation – Air Charting Section (AGO-ACS) implementation of the ArcGIS for Aviation module and Enterprise Production Management (<b>EPM</b>)</li> <li>Assist AGO-ACS and other AGO areas transition to new software versions as released</li> <li>Configure Workflow Manager in line with configuration in other AGO sites</li> <li>Liaise with AGO stakeholders and industry for best practice implementation for ESRI software</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Current ESRI Certification in Enterprise Geodata Management – Associate and/or Professional</li> <li>Demonstrated experience in the installation, configuration and support of ESRI's Mapping and Charting Solution suite, particularly:                             <ul style="list-style-type: none"> <li>ESRI Solutions</li> <li>Defence Mapping</li> <li>Production Mapping</li> <li>Data Reviewer</li> <li>Workflow Manager</li> <li>Aviation Charting</li> <li>Aviation Airports"</li> </ul> </li> <li>Highly proficient with Feature Manipulation Engine (<b>FME</b>) software and Python Scripting</li> <li>Demonstrated experience to perform professional work involving a level of independence in approach, demanding a degree of originality and judgment</li> <li>Highly developed knowledge of Allied and Military Specification (<b>MILSPEC</b>) geo-database schemas including:                             <ul style="list-style-type: none"> <li>Topographic Data Store (<b>TDS</b>)</li> <li>Multinational Geospatial Co-production Program, Technical Reference Document (<b>MGCP-TRD</b>)</li> <li>Ground-Warfighter Geospatial Data Model (<b>GGDM</b>)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>To be considered for this role, Contractor Personnel may be required to undergo and successfully hold an AGSVA Security Clearance and may also be required to successfully complete an OSA.</li> </ul>



<b>5M: Geospatial-Intelligence Analyst</b>		
<b>Indicative Services</b>	<b>Indicative Experience, Qualifications</b>	<b>Other Indicative Requirements</b>
<p>The Contractor shall provide Geospatial-Intelligence Analyst services to the Commonwealth. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Responsibilities may include a combination of the below knowledge and skills groups:                             <ul style="list-style-type: none"> <li>- Perform complex imagery and geospatial intelligence analysis in support of National and Defence interests.</li> <li>- Deliver analytical products that adhere to quality systems, procedures, standards and legislative requirements.</li> <li>- Draft complex intelligence reports, briefs and documentation to customers within Defence, the National Intelligence Community (NIC) and Government.</li> <li>- Understand and apply geospatial intelligence analysis techniques and methodologies to meet the Defence mission.</li> <li>- Work collaboratively with national and international stakeholders on matters of strategic national and Defence interest.</li> <li>- Build and sustain effective relationships.</li> <li>- Interpret customer requirements and deliver expected outcomes.</li> <li>- Take the initiative to design solutions to issues impacting on the achievement of desired outcomes.</li> <li>- Accountable under limited direction to perform and achieve complex geospatial intelligence work within an integrated workforce.</li> <li>- Accountable to have and maintain a well-developed understanding of and compliance to relevant legislative frameworks, government decision-making and Defence's mission and policy requirements</li> <li>- Interpret and provide advice within the geospatial function based on legislation, policy and procedures.</li> <li>- Undertake specialist research and analysis, conduct reviews, assessment, investigations and perform operational support work to achieve results.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Relevant Certificate IV qualification or 1+ year's expertise in utilising Geospatial Information Systems (<b>GIS</b>)</li> <li>• Experience in the use of GIS software of any type</li> <li>• Experience in following instructions for the creation or editing of data or maps</li> <li>• Experience in following and providing suggestions for improvement for standard operating procedures</li> </ul>	<ul style="list-style-type: none"> <li>• To be considered for this role, Contractor Personnel may be required to undergo and successfully hold an AGSVA Security Clearance and may also be required to successfully complete an OSA.</li> </ul>

<b>5N: Precision Point Mensuration (PPM) Analyst</b>		
<b>Indicative Services</b>	<b>Indicative Experience, Qualifications</b>	<b>Other Indicative Requirements</b>
<p>The Contractor shall provide Precision Point Mensuration (PPM) Analyst services to the Commonwealth. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Responsibilities may include:                             <ul style="list-style-type: none"> <li>- Managing and developing geospatial products and programs relating to Precise Point Mensuration.</li> <li>- Create and maintain ongoing monthly and assessment datasets.</li> <li>- Liaise with external stakeholders, including foreign nationals and Australian Defence Force customers.</li> <li>- Maintenance of product standards, working level instructions and standard operating procedures in accordance with coalition standards.</li> <li>- Certify Australian geospatial analysts requiring the Precise Point Mensuration qualification.</li> <li>- Assist in the development, where required, of additional national Precise Point Mensuration work centres.</li> <li>- Achieve and maintain Precise Point Mensuration certification.</li> <li>- Produce and present high quality briefing products on Precise Point Mensuration processes and capabilities.</li> <li>- Design, develop and deliver of training opportunities in support of broader Defence.</li> <li>- Other activities relating to Precise Point Mensuration as directed by Director Tradecraft and Training.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrated expertise in stereo imagery exploitation. Stereo-vision is a mandatory requirement.</li> <li>• Experience in ordering and maintaining imagery holdings, and managing requests for information relating to imagery, particularly stereo formats.</li> <li>• Demonstrated ability to think strategically, harness information and opportunities, and exercise good judgement, intelligence and common sense.</li> <li>• Demonstrated ability to conduct regular quality control on peer and self-produced products and work output to required standards.</li> <li>• Demonstrated ability to communicate with influence, and support productive relationships, with a range of APS and ADF stakeholders.</li> <li>• Demonstrated ability to manage resources, prioritise tasking and problem solve to achieve results.</li> </ul>	<ul style="list-style-type: none"> <li>• To be considered for this role, Contractor Personnel may be required to undergo and successfully hold an AGSVA Security Clearance and may also be required to successfully complete an OSA.</li> </ul>

<b>50: Precision Point Mensuration (PPM) Certifier</b>		
<b>Indicative Services</b>	<b>Indicative Experience, Qualifications</b>	<b>Other Indicative Requirements</b>
<p>The Contractor shall provide Precision Point Mensuration (PPM) Certifier services to the Commonwealth. The required services may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>Responsibilities may include:                             <ul style="list-style-type: none"> <li>- Managing and developing geospatial products and programs relating to Precise Point Mensuration.</li> <li>- Create and maintain ongoing monthly and assessment datasets.</li> <li>- Liaise with external stakeholders, including foreign nationals and Australian Defence Force customers.</li> <li>- Maintenance of product standards, working level instructions and standard operating procedures in accordance with coalition standards.</li> <li>- Certify Australian geospatial analysts requiring the Precise Point Mensuration qualification.</li> <li>- Assist in the development, where required, of additional national Precise Point Mensuration work centres.</li> <li>- Achieve and maintain Precise Point Mensuration lead certifier certification.</li> <li>- Produce and present high quality briefing products on Precise Point Mensuration processes and capabilities.</li> <li>- Design, develop and deliver of training opportunities in support of broader Defence.</li> <li>- Other activities relating to Precise Point Mensuration as directed by Director Tradecraft and Training.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Demonstrated geospatial knowledge and experience in Precise Point Mensuration.</li> <li>Demonstrated expertise in stereo imagery exploitation. Stereo-vision is a mandatory requirement.</li> <li>Experience in ordering and maintaining imagery holdings, and managing requests for information relating to imagery, particularly stereo formats.</li> <li>Demonstrated ability to think strategically, harness information and opportunities, and exercise good judgement, intelligence and common sense.</li> <li>Demonstrated ability to design, develop and deliver training.</li> <li>Experience in assessing and evaluating analysts.</li> <li>Demonstrated ability to communicate with influence, and support productive relationships, with a range of APS and ADF stakeholders.</li> <li>Demonstrated ability to manage resources, prioritise tasking and problem solve to achieve results.</li> <li>Demonstrated ability to maintain PPM certifier status.</li> </ul>	<ul style="list-style-type: none"> <li>To be considered for this role, Contractor Personnel may be required to undergo and successfully hold an AGSVA Security Clearance and may also be required to successfully complete an OSA.</li> </ul>

RESPONSIBILITY AND SKILLS						
Levels of Responsibility	Level 1 Associate/Entry Level	Level 2 Practitioner	Level 3 Advanced Practitioner	Level 4 Expert	Level 5 Pre-eminent/Advisor	Level 6 Advisor
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>Vocational education and training sector accreditation (TAFE and registered private providers).</li> </ul>	<ul style="list-style-type: none"> <li>Higher education sector accreditation at minimum advanced diploma level.</li> </ul>	<ul style="list-style-type: none"> <li>A qualified practitioner with higher degree qualifications or relevant industry experience of more than 8 years.</li> </ul>	<ul style="list-style-type: none"> <li>A qualified practitioner with specific qualifications or industry training (Bachelors or above) or relevant industry experience of more than 12 years.</li> </ul>	<ul style="list-style-type: none"> <li>A Pre-eminent Advisor with specific qualifications (Masters or above) and be a recognised Fellow of a relevant Peak Body (or equivalent).</li> </ul>	<ul style="list-style-type: none"> <li>An Advisor with specific qualifications (Masters or above) and be a recognised Fellow of a relevant Peak Body (or equivalent).</li> </ul>
<b>Autonomy</b>	<ul style="list-style-type: none"> <li>Works under general direction.</li> <li>Uses discretion in identifying and responding to routine issues and assignments.</li> <li>Usually receives specific instructions and has work reviewed at frequent milestones.</li> <li>Determines when issues should be escalated to a higher level.</li> </ul>	<ul style="list-style-type: none"> <li>Works under general direction within a clear framework of accountability.</li> <li>Exercises substantial personal responsibility and autonomy.</li> <li>Plans own work to meet given objectives and processes.</li> </ul>	<ul style="list-style-type: none"> <li>Works under broad direction.</li> <li>Work is often self-initiated. Is fully responsible for meeting allocated technical and/or project/supervisory objectives.</li> <li>Establishes milestones and has a significant role in the assignment of tasks and/or responsibilities.</li> </ul>	<ul style="list-style-type: none"> <li>Has defined authority and accountability for actions and decisions within a significant broad area of work, including project management, engineering, commercial, logistics and governance and management.</li> <li>Establishes organisational objectives and assigns levels of responsibility.</li> </ul>	<ul style="list-style-type: none"> <li>At the highest organisational level, has authority over all aspects of a significant broad area of work, including policy formation and application.</li> <li>Is fully accountable for actions taken and decisions made, both by self and others to whom responsibilities have been assigned.</li> </ul>	<ul style="list-style-type: none"> <li>Has defined authority and accountability for actions and decisions within a significant area of work, including technical, financial and quality aspects.</li> <li>Establishes organisational objectives and assigns responsibilities.</li> </ul>
<b>Influence</b>	<ul style="list-style-type: none"> <li>Interacts with and influences colleagues.</li> <li>Has working level contact with customers, suppliers and partners.</li> </ul>	<ul style="list-style-type: none"> <li>Influences customers, suppliers and partners at account level.</li> <li>May have some responsibility for the work of others and for the allocation of resources.</li> <li>Participates in external activities related to own specialism.</li> <li>Makes decisions which influence the success of projects and team objectives.</li> </ul>	<ul style="list-style-type: none"> <li>Influences organisation, customers, suppliers, partners and peers on the contribution of own specialism.</li> <li>Has significant influence over the allocation and management of resources appropriate to given assignments.</li> <li>Builds appropriate and effective business relationships.</li> <li>Makes decisions which impact the success of assigned work, i.e. results, deadlines and budget.</li> </ul>	<ul style="list-style-type: none"> <li>Influences policy and strategy formation.</li> <li>Initiates influential relationships with internal and external customers, suppliers and partners at senior management level, including industry leaders.</li> <li>Makes decisions which impact the work of employing organisations, achievement of organisational objectives and financial performance.</li> </ul>	<ul style="list-style-type: none"> <li>Inspires the organisation, and influences developments within the industry at the highest levels.</li> <li>Advances the knowledge and/or exploitation of technology within one or more organisations.</li> <li>Is considered a national or international expert in their field of specialisation.</li> <li>Develops long-term strategic relationships with customers, partners, industry leaders and government.</li> <li>Makes decisions critical to organisational success.</li> </ul>	<ul style="list-style-type: none"> <li>Influences policy and strategy formation.</li> <li>Initiates influential relationships with internal and external customers, suppliers and partners at senior management level, including industry leaders.</li> <li>Makes decisions which impact the work of employing organisations, achievement of organisational objectives and financial performance.</li> </ul>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>Performs a range of routine work in a variety of environments.</li> <li>Applies methodical approach to issue definition and resolution.</li> </ul>	<ul style="list-style-type: none"> <li>Work includes a broad range of complex technical or professional work, in a variety of contexts.</li> <li>Investigates, defines and resolves complex issues.</li> </ul>	<ul style="list-style-type: none"> <li>Performs an extensive range and variety of complex technical or professional work activities.</li> <li>Undertakes work which requires the application of fundamental principles in a wide and often unpredictable range of contexts.</li> <li>Understands the relationship between own specialism and wider customer/organisational requirements.</li> </ul>	<ul style="list-style-type: none"> <li>Has a broad business understanding and deep understanding of own specialism(s).</li> <li>Performs highly complex work covering technical, financial and quality aspects.</li> <li>Contributes to the implementation of policy and strategy.</li> <li>Creatively applies a wide range of technical and/or management principles.</li> </ul>	<ul style="list-style-type: none"> <li>Leads on the formulation and implementation of strategy.</li> <li>Applies the highest level of leadership skills.</li> <li>Has a deep understanding of the industry and the implications of emerging technologies for the wider business environment.</li> </ul>	<ul style="list-style-type: none"> <li>Has a broad business understanding and deep understanding of own specialism(s).</li> <li>Performs highly complex work activities covering technical financial and quality aspects.</li> <li>Contributes to the implementation of policy and strategy.</li> <li>Creatively applies a wide range of technical and/or management principles.</li> </ul>
<b>Business Skills</b>	<ul style="list-style-type: none"> <li>Demonstrates an analytical and systematic approach to issue resolution.</li> <li>Takes the initiative in identifying and negotiating appropriate personal development opportunities.</li> <li>Demonstrates effective communication skills. Contributes fully to the work of teams.</li> <li>Plans, schedules and monitors own work (and that of others where applicable) competently within limited deadlines and according to relevant legislation, standards and procedures.</li> <li>Appreciates the wider business context, and how own role relates to</li> </ul>	<ul style="list-style-type: none"> <li>Selects appropriately from applicable standards, methods, tools and applications.</li> <li>Communicates fluently, orally and in writing, and can present complex information to both technical and non-technical audiences.</li> <li>Facilitates collaboration between stakeholders who share common objectives.</li> <li>Plans, schedules and monitors work to meet time and quality targets.</li> <li>Rapidly absorbs new information and applies it effectively.</li> <li>Maintains an awareness of developing technologies and their application and takes some</li> </ul>	<ul style="list-style-type: none"> <li>Advises on the available standards, methods, tools and applications relevant to own specialism and can make appropriate choices from alternatives.</li> <li>Analyses, designs, plans, executes and evaluates work to time, cost and quality targets. Assesses and evaluates risk. Communicates effectively, both formally and informally.</li> <li>Demonstrates leadership.</li> <li>Facilitates collaboration between stakeholders who have diverse objectives.</li> <li>Takes all requirements into account when making proposals.</li> </ul>	<ul style="list-style-type: none"> <li>Absorbs complex information and communicates effectively at all levels to both technical and non-technical audiences.</li> <li>Manages and mitigates risk. Understands the implications of new technologies.</li> <li>Demonstrates clear leadership. Understands and communicates industry developments, and the role and impact of technology in the employing organisation.</li> <li>Promotes compliance with relevant legislation.</li> <li>Takes the initiative to keep both own and colleagues' skills up to date.</li> </ul>	<ul style="list-style-type: none"> <li>Has a full range of strategic management and leadership skills.</li> <li>Understands, explains and presents complex ideas to audiences at all levels in a persuasive and convincing manner.</li> <li>Has broad and deep business knowledge, including the activities and practices of other organisations.</li> <li>Communicates the potential impact of emerging practices and technologies on organisations and individuals and assesses the risks of using or not using such practices and technologies.</li> <li>Assesses the impact of legislation, and actively promotes compliance.</li> </ul>	<ul style="list-style-type: none"> <li>Absorbs complex information and communicates effectively at all levels to both technical and non-technical audiences.</li> <li>Manages and mitigates risk. Understands the implications of new technologies.</li> <li>Demonstrates clear leadership.</li> <li>Understands and communicates industry developments, and the role and impact of technology in the employing organisation.</li> <li>Promotes compliance with relevant legislation.</li> <li>Takes the initiative to keep both own and colleagues' skills up to date.</li> </ul>

RESPONSIBILITY AND SKILLS						
Levels of Responsibility	Level 1 Associate/Entry Level	Level 2 Practitioner	Level 3 Advanced Practitioner	Level 4 Expert	Level 5 Pre-eminent/Advisor	Level 6 Advisor
	other roles and to the business of the employer or client.	responsibility for driving own development.	<ul style="list-style-type: none"> <li>• Takes initiative to keep skills up to date.</li> <li>• Mentors colleagues.</li> <li>• Maintains an awareness of developments in the industry.</li> <li>• Analyses requirements and advises on scope and options for continuous operational improvement.</li> <li>• Demonstrates creativity, innovation and ethical thinking in applying solutions for the benefit of the customer/stakeholder.</li> </ul>		<ul style="list-style-type: none"> <li>• Ensures that the organisation develops and mobilises the full range of required digital skills and capabilities.</li> </ul>	

**ANNEX 6: [Not used]**

## ANNEX 7: SPECIFICATIONS

## 1. SUMMARY OF SPECIFICATIONS:

- 7A – Aerial Imagery (i.e. Annex 1A);
- 7B – LiDAR (i.e. Annex 1B);
- 7C – 3D Mesh (i.e. Annex 1C);
- 7D – Space-based GEOINT (i.e. Annex 1D);
- 7E – Data Supply and/or Optimisation (i.e. Annexes 1C, 1D, 2 and 3); and
- 7F – Hydrographic Services (i.e. Annex 4).

7A. Aerial Imagery Specifications			
Item			Description
<b>1</b>			<b>Environmental plan of aerial imagery capture</b>
	1.01		The environmental conditions for airborne imagery capture shall be, except as specified otherwise in the Contract:
		1.01.01	cloud and fog free between the aircraft and the ground.
		1.01.02	for all imagery capture, no haze, smoke, cloud, cloud shadow or other obscuring air column interference shall obscure detail on any area being captured. The usable portion of the imagery shall be cloud-free in all cases.
		1.01.03	cloud shadow shall not be present in captured imagery. Imagery shall be acquired during times of optimal solar altitude and azimuth so as to reduce the effects of shadow.
		1.01.04	imagery capture shall not be attempted when solar altitude is less than 25° over open terrain with low relief or less than 35° over steep or timbered country.
		1.01.05	to minimise shadow, imagery shall be captured between 40-70° sun angle.
		1.01.06	when imagery is captured over water bodies large and small (ocean estuary, large dams, farm dams etc.) the solar attitude shall be such that the sun reflection does not appear in the imagery. However the sun's reflection may be accepted in the above circumstances if it does not hide any topographical detail (coastline, mangrove boundaries, shorelines etc.) and does not seriously detract from the intended use or radiometry of the imagery.
<b>2</b>	2.01		<b>Specifications of aerial imagery capture</b>
		2.01.01	For stereo capture the forward overlap shall be approx. 70% (but no less than 60%) and a side lap of approx. 30% (but no less than 20%), except as specified otherwise in the Contract.
		2.01.02	In the first and last run 10% or more of each image shall laterally overlap the boundaries of the specified area, except as specified otherwise in the Contract.
<b>3</b>			<b>Specifications of Aerial Processing</b>
	3.01		Except as specified otherwise in the Contract, aerial imagery shall be processed to meet the following specifications:

7A. Aerial Imagery Specifications			
Item			Description
		3.01.01	colour balancing and colour matching between frames to ensure a consistent appearance.
		3.01.02	contrast, saturation, sharpness and brightness of each image shall be adjusted to minimise the colour variation between photos and photo runs. Colour balance across the whole mosaic shall be optimised to allow quality colour discrimination whilst still providing the best possible tonal match across the image.
		3.01.03	frame selection shall minimise noticeable exposure patches, vertical height displacement and seam lines between ground features.
		3.01.04	for all orthorectified image products, all non-image areas are to be set as transparent. Restricted RGB Value 255. For all image products, ensure data values are set to the range 0-254 (not 255). The value 255 (white) shall only be used for NULL image data space. This is useful for managing the appearance of background NULL image space.
		3.01.05	Output products shall be:
			a) GeoTIFF tiles- True colour (RGB). Requirement for NIR will be as stipulated in Contract.
			b) Tile assembly to be 1km x 1km (TIF Format) with no NULL space
			c) ECW Mosaic- True colour (RGB) with 9:1 compression, NULL space background image areas shall be transparent. Requirement for NIR will be as stipulated in Contract.
			d) If area mosaic data size is deemed by the Commonwealth to be too large, a 20km x 20km or other size tile assembly required by the Commonwealth under the Contract.
<b>4</b>			<b>Specifications of aerial imagery Delivery/Dissemination</b>
	4.01		Aerial imagery shall be delivered in accordance with data supply specifications as defined in the Contract and, unless specified otherwise in the Contract, shall include:
		4.01.01	[not used];
		4.01.02	Products;
		4.01.03	Naming Conventions;
		4.01.04	Data Tiling;
		4.01.05	Flight Trajectories and reports;
		4.01.06	Source footprints;
		4.01.07	File Formats;
		4.01.08	Project Reports;
		4.01.09	Spatial Metadata;
		4.01.10	Media Delivery; and
		4.01.11	Sample Data.



7B. LiDAR Specifications			
Item			Description
1			<b>Plan of LiDAR Capture</b> Except as specified otherwise in the Contract, the Contractor shall comply with the following specifications:
	1.01		The environmental conditions for airborne LIDAR Survey shall be:
		1.01.01	cloud and fog free between the aircraft and the ground;
		1.01.02	smoke haze or dust storms free; and
		1.01.02	for floodplain/wetland areas, captured during times of base-flow and outside of significant surface inundation due to natural events and/or regulated environmental flows.
	1.02		All efforts shall be made to maintain satellite lock throughout the survey, especially when turning the aircraft. This can be achieved through advanced GNSS processing software or keeping the planes roll < 20° during the flight.
	1.03		PDOP during capture shall be less than 3.0, calculated with an elevation mask of at least 12°
	1.04		The LIDAR sensor used for the capture shall be capable of (and achieve for the relevant capture):
		1.04.01	detecting multiple discrete returns, with a minimum of four (4) potential returns for each outbound laser pulse; and
		1.04.02	recording the intensity values of each return.
	1.05		Flight line overlap shall be 20% or greater. Collections in high relief terrain shall have a greater overlap.
	1.06		To ensure vertical consistency across the whole job, the entire AOI shall be processed as a whole. This needs to be taken into account by the Contractor at the planning stage (i.e. location of key runs).
	2		
2.01			LiDAR shall be captured at the specified point density as outlined in the Contract
2.02			LiDAR survey design shall provide for and ensure that the following are achieved:
		2.02.01	the sensor to record multiple returns, with a minimum of the specified PPSM potential returns for each outbound laser pulse, as defined in the Contract;
		2.02.02	no data voids (The only voids acceptable, are those caused by water bodies and low near infra-red (NIR) reflectivity);
		2.02.03	adherence to Sensor Field of View / LiDAR Scan Angle defined in the Contract; and
		2.02.04	a sensor that achieves a uniform and regular spatial distribution and records the intensity of each return.
2.03			The spatial distribution of geometrically usable points shall be uniform and free from clustering
2.04			LIDAR Survey scanning shall cover the entire area of the generated tile grid.
2.05			LAS data shall be supplied to the full extent of all tiles, except where water covers the surface.
2.06			A system calibration shall be undertaken prior to capture
2.07			To ensure vertical consistency, the survey shall capture and process the defined AOI as a whole
2.08			The LiDAR survey shall achieve the Absolute Vertical Accuracy specifications outlined in the Contract
	2.08.01	The Absolute Vertical Accuracy of the Point Cloud dataset shall be only derived using check point data	

<b>7B. LiDAR Specifications</b>			
<b>Item</b>			<b>Description</b>
		2.08.02	The vertical accuracy of the Point Cloud dataset shall be tested using a TIN or IDW surface constructed from bare-earth (ground) LIDAR points compared against check point data
	2.09		The LiDAR survey shall achieve the Absolute Horizontal Accuracy specifications outlined in the Contract
		2.09.1	To validate compliance with the horizontal accuracy requirements, the Contractor shall complete pre-flight settings (showing estimated accuracy) and post-flight examples of checks between Imagery and the LIDAR Point Cloud.
	2.10		The LiDAR survey shall achieve Relative Vertical Accuracy specifications outlined in the Contract
<b>3</b>			<b>Specifications of LiDAR Processing</b>
			Except as specified otherwise in the Contract, the Contractor shall comply with the following specifications:
	3.01		Classified Point Cloud - All collected points shall be fully calibrated and adjusted to specified vertical datums and classified with the following:
		3.01.01	intensity values (native radiometric resolution);
		3.01.02	return number;
		3.01.03	georeferencing information in all LAS file headers;
		3.01.04	GPS times recorded as adjusted GPS time, at a precision sufficient to allow unique timestamps for each pulse;
		3.01.05	geometrically unreliable points near the extreme edge of the swath shall be identified using the "Withheld" flag, as defined in the LAS specification;
		3.01.06	all points not identified as "Withheld" shall be classified;
		3.01.07	flight line number (File Source ID); and
		3.01.08	points identified as overage shall be flagged as overlap.
	3.02		The Contractor shall provide fully compliant Point Cloud File Formats as outlined in the Contract
		3.02.01	Point Cloud Classifications, with their descriptions shall be supplied in table format as specified in the Contract;
		3.02.02	The percentage of unclassified points will be defined in the Contract in accordance with requested LiDAR Point Classification Level;
		3.02.03	The classification of Point Cloud Data shall be carried out to achieve known minimum accuracy levels for ground data; and
		3.02.04	Point Cloud classification levels shall be delivered in accordance with the Contract.
	3.03		The Contractor shall process the LiDAR derivative data as specified in the Contract.
<b>4</b>			<b>Specifications of LiDAR Delivery/Dissemination</b>
			Except as specified otherwise in the Contract, the Contractor shall comply with the following specifications:
	4.01		LiDAR shall be delivered in accordance with data supply specifications in the Contract and, except as specified otherwise in the Contract, shall include:
		4.01.01	point cloud and LiDAR derivative products;
		4.01.02	adherence to naming conventions;
		4.01.03	data assembly;
		4.01.04	data tiling;

7B. LiDAR Specifications			
Item			Description
		4.01.05	flight trajectories and reports;
		4.01.06	file formats;
		4.01.07	project reports;
		4.01.08	spatial metadata; and
		4.01.09	media delivery.

7C. 3D Mesh Specifications			
Item			Description
<b>1</b>			<b>Plan of 3D Mesh Capture</b>
			Except as specified otherwise in the Contract, the Contractor shall comply with the following specifications:
	1.01		The environmental conditions for airborne 3D Mesh survey shall be:
		1.01.01	cloud and fog free between the aircraft and the ground;
		1.01.02	smoke haze free and dust storms free;
		1.01.03	cloud shadow shall not be present in captured imagery; and
		1.01.04	Imagery shall be captured between 40-70 degrees.
	1.02		Minimum spectral bands shall be as specified in the Contract. If not specified in the Contract, the minimum spectral bands shall be RGB.
<b>2</b>			<b>Specifications of 3D Mesh capture</b>
	2.01		3D Mesh shall be captured at the specified resolution as outlined in the Contract;
	2.02		3D Mesh survey design shall provide for and be undertaken in compliance with each of the following, except as specified otherwise in the Contract,:
		2.02.01	an explicit flight plan as outlined in the Contract;
		2.02.02	flying height to achieve minimum GSD outlined in the Contract;
		2.02.03	sufficient forward/side lap (if the plan includes parallel flight lines outlines in the Contract);
		2.02.04	acquisition shall be cloud free with realistic colour reproduction;
		2.02.05	acquisition undertaken at a time of high sun angle, so that building shadow is minimised;
		2.02.06	features shall be clearly represented according to resolution;
		2.02.07	no data voids; and
		2.02.08	3D Mesh data shall be supplied to the full extent of all tiles except where water covers the surface.
	2.03		The 3D Mesh shall achieve the Absolute 3D Point Accuracy (Absolute Vertical and Horizontal Accuracy and Relative Vertical and Horizontal Accuracy) specifications set out in the Contract
<b>3</b>			<b>Specifications of 3D Mesh Processing</b>
	3.01		The 3D Mesh products and derivative products shall comply with the following specifications, except as specified otherwise in the Contract:

<b>7C. 3D Mesh Specifications</b>			
<b>Item</b>			<b>Description</b>
		3.01.01	3D Mesh shall include all major permanent structures. A table of required features included in the 3D Mesh shall be provided with the 3D Mesh;
		3.01.02	3D Mesh shall not include mobile objects. A table of features which have been excluded shall be provided with the 3D Mesh;
		3.01.03	3D Mesh products shall be processed, and derivative products shall be created, to meet the specification and delivered in the file formats specified in the Contract
		3.01.05	3D Mesh and derivative products shall be processed and created to the geographic coordinate system specified in the Contract
<b>4</b>			<b>Specifications of LiDAR Delivery/Dissemination</b>
	4.01		3D Mesh shall be delivered in accordance with the following data supply specifications, except as specified otherwise in the Contract:
		4.01.01	Products;
		4.01.02	Naming Conventions;
		4.01.03	Data Tiling;
		4.01.04	Flight Trajectories and reports;
		4.01.05	Source footprints;
		4.01.06	File Formats;
		4.01.07	Project Reports;
		4.01.08	Spatial Metadata; and
		4.01.09	Media Delivery.

<b>7D. Space-based GEOINT Specifications</b>			
<b>Item</b>			<b>Description</b>
<b>1</b>			<b>Specifications of imagery</b>
	1.01		The Contractor shall capture and provide, or provide existing (archive), space-based captured imagery or data in the wavelengths, bands, resolution and other specifications (such as off-nadir / graze angle, azimuth, sun elevation angle, and cloud cover percentage of capture) set out in the Contract.

<b>7E. Data Supply and/or Optimisation Specifications</b>			
<b>Item</b>			<b>Description</b>
<b>1</b>			<b>Delivery of Supplies</b>
			Except as specified otherwise in the Contract, the Contractor shall comply with the following specifications:
	1.01		All deliveries of items shall comply with appropriate packaging, package marking, consignment documentation and documentation language standards, including
		1.01.01	comply with applicable legislative and regulatory requirements, including the applicable WHS Legislation; and
		1.01.02	meet the requirements of the Contract.
	1.02		The Contractor shall comply with DEF (AUST) 1000C, which provides guidance on packaging and labelling standards that are acceptable to the Commonwealth.
	1.03		The Contractor shall ensure that secure and legible documentation is affixed to the outside of each package for delivery to the Commonwealth, with duplicate copies inside at the top of each package, which includes :
		1.03.01	the relevant project identifier (project name and number);
		1.03.02	the relevant Commonwealth contract or purchase order number;
		1.03.03	the item name;
		1.03.04	the item quantity;
		1.03.05	the name of the supply source;
		1.03.06	the consignment delivery point; and
		1.03.07	the date of dispatch.
	1.04		All items delivered to the Commonwealth shall be accompanied by a certification of conformance from the 'Original Equipment Manufacturer' (OEM) as may be necessary to meet regulatory requirements.
<b>2</b>			<b>Deliverable Data Items</b>
	2.01		The Licensor shall be liable for all costs associated with maintaining data items, except in those circumstances if the need for amendment is generated by some action for which the Commonwealth has agreed, in writing, that it accepts responsibility.
	2.02		Deliverables shall be supplied in an agreed format (such as USB3 Hard Disc Drive ( <b>HDD</b> ), Amazon S3 ( <b>AWS</b> ), Snowball, FTP).
	2.03		In seeking to agree an Official Order, the parties shall seek to agree a suitable electronic dissemination mechanism that is interoperable with Defence's ICT Systems and Security Requirements. If electronic delivery cannot be facilitated, hard media supportive of Defence ICT Systems and Security Requirement's (such as appropriately formatted HDDs) shall be purchased and utilised by the Contractor to achieve delivery. The cost of delivery shall be inclusive within the price agreed in the relevant Contract.
<b>3</b>			<b>Optimisation of Data for the Creation of Web Services</b>
	3.01		If required in the Contract, the Contractor shall
	3.01	3.01.01	analyse the provided dataset to determine attribution required for inclusion in web services in accordance with purpose provided in Contract;
	3.02	3.01.02	create derivative layers of provided dataset to enable generation of multi-scale web service as provided in Deliver Order (e.g. for a global view of an airfield dataset, generalise airfields which are overlapping in this view to a single point representation for multiple airfields);
	3.03	3.01.03	convert network data (e.g. roads) into network-enabled service; and

<b>7E. Data Supply and/or Optimisation Specifications</b>			
<b>Item</b>		<b>Description</b>	
	3.04	3.01.04	provide how to guides and documentation to enable the publishing of datasets.
<b>4</b>			<b>Compatibility with ESRI Enterprise</b>
	4.01		All deliverables shall be provided in the format specified in the Contract. Unless specified otherwise in the Contract, all data shall be provided in accordance with the following format specifications
		4.01.01	all formats used for providing data shall enable easy upload and dissemination on an ESRI Enterprise platform (which is used by AGO).
		4.01.02	All raster data shall be provided in:; a) mosaic dataset and ESRI Tile package; and b) ESRI Image service format;
		4.01.03	all vector data shall be provided in: a) ESRI File Geodatabase and Layer Packages; and b) ESRI Vector Tile Cache, ESRI project and Service Definition Files (.sd).
<b>5</b>			<b>Standardised data schema</b>
	5.01		All data shall have a consistent schema to ensure seamless updates to data and ensure published services maintain links with source datasets.
	5.02		Two schemas shall to be provided with each data delivery; one for portal and the second tailored for analytical users.
	5.03		All data schemas and datasets shall be in plain English attribute alias
	5.04		All schemas and datasets shall be provided in accordance with all applicable Commonwealth standards and specifications.
<b>6</b>			<b>Miscellaneous Services</b>
	6.01		Supply of any bespoke symbology
	6.02		Data Dictionary
	6.03		Terms of Use for data
	6.04		Description of Data
	6.05		Thumbnails
	6.06		No unique Fonts

<b>7F. Hydrographic Services Specifications</b>			
<b>Item</b>			<b>Description</b>
<b>1</b>			<b>Paper Chart Production Specifications</b>
	1.01		The following paper chart specifications and standards current at delivery of the GFM shall be used in the production and acceptance of the Supplies:
		1.01.01	AHO Charting Specifications (SPEC_05_55_AA223480);
		1.01.02	Australian Paper Chart Specification Supplements, (various)
		1.01.03	Type Selections Specification Key for Paper Chart Text Features Including S-57 Object Naming Conventions for ENC Compilation
		1.01.04	AHP20 Mariners Handbook for Australian Waters
		1.01.05	AHO Contractor Bathymetry Deconfliction Procedures
		1.01.06	AHO Chart Line Feature Specification
		1.01.07	AHO Paper Chart Point Symbol Specification
		1.01.08	M-4 Regulations for INT Charts and Chart Specifications
		1.01.09	INT 1 Symbols, Abbreviations and Terms Used on Charts, BSH Booklet Publication
		1.01.10	INT 2 Border, Graduation, Grid Lines and Linear Scales
		1.01.11	INT 3 Standards reference chart (Micklefirth).
<b>2</b>			<b>ENC Production Specifications</b>
	2.01		The following ENC specifications and standards current at delivery of the GFM shall be used in the production and acceptance of the Supplies:
		2.01.01	Australian Use of the Object Catalogue (AUOC) (SPEC_05_55_AA34159)
		2.01.02	Australian Use of the Object Catalogue for ENC Supplements, (various).
		2.01.03	AHO SCAMIN and Attribute Policy (Including ENC Cell Compilation Scale Values).
		2.01.04	IHO Transfer Standard for Digital Hydrographic Data (Special Publication S-57). (i) Part 1 – General Introduction. (ii) Part 2 – Theoretical Data Model. (iii) Part 3 – Data Structure. (iv) Maintenance Document (Cumulative) (various). (v) Appendix A, Chapter 1 – Object Catalogue. (vi) Appendix A, Chapter 2 – Attributes Catalogue. (vii) Appendix A, Annex A – IHO Codes for Producing Agencies. (viii) Appendix A, Annex B - Attributes/Object Classes Cross Reference. (ix) Appendix B – Product Specifications. (x) Appendix B.1 – ENC Product Specification. (xi) Appendix B.1, Annex A – Use of the Object Catalogue for ENC. (xii) Appendix B.1, Annex B – Example of CRC Coding. (xiii) Appendix B.1, Annex D – INT 1 to S-57 Cross Reference.

<b>7F. Hydrographic Services Specifications</b>			
<b>Item</b>			<b>Description</b>
		2.01.05	IHO Recommended ENC Validation Checks (Special Publication S-58).
		2.01.06	IHO ENC Producer Codes (Special Publication S-62).
		2.01.07	IHO S-100 based Product Specifications (S-1XX)



## ATTACHMENT B – UNIT PRICES, LABOUR RATES AND PRICING SCHEDULE

### 1 UNIT PRICES – FOR SUPPLIES OTHER THAN PROFESSIONAL SERVICES

- 1.1.1 [Not Used] [DRAFTING NOTE: This clause doesn't apply if the tenderer is only selected for Category 4A and/or 5, and has no products offered on the basis of unit prices.] //OR//
- 1.1.2 Except as set out otherwise in this Attachment B, the Contractor offers to provide the Commonwealth with Supplies for the prices set out in the Contractor's Price Guide(s) for the applicable Category of Supplies.
- 1.1.3 As at the Effective Date, the Contractor's applicable Price Guide(s) for each relevant Category of Supplies is attached to this Attachment B.
- 1.1.4 The Contractor may by notice to the Commonwealth propose an updated Price Guide(s) to reflect market changes or changes to the Contractor's offering such as to reflect capability enhancements.
- 1.1.5 The Commonwealth may, in its discretion, accept by written notice to the Contractor an updated Price Guide(s) which was proposed in accordance with clause 1.1.4, in which case the updated Price Guide(s) becomes the new Price Guide for the relevant Category and is then deemed to be attached to this Attachment B.

### 2 LABOUR RATES – FOR PROFESSIONAL SERVICES

#### 2.1 Category 4A Labour Rates

---

- 2.1.1 [Not Used] // OR // The Contractor offers to provide the Commonwealth with the Category 4A Supplementing AHO In-house Production Services on the basis of Labour Rates that are no less favourable than as set out in Table 1 of Annex A to this Attachment B.

#### 2.2 Category 5 Labour Rates

---

- 2.2.1 Subject to clause 2.2.2, the Contractor offers to provide the Commonwealth with Services in the Category 5 Geospatial Professional Services in each of the sub-categories that the Contractor has been selected for on the basis of Labour Rates that are no less favourable than as set out in Table 2 of Annex A to this Attachment B.
- 2.2.2 [Not used] // OR // The Contractor offers to provide the Commonwealth with Services for specific Category 5 (Geospatial Professional Services) sub-categories on the basis of Labour Rates that are no less favourable than as set out in Table 3 [OR// Tables 3A and 3B (as applicable)] of Annex A to this Attachment B.

#### 2.3 Recording of hours worked

---

- 2.3.1 All Contractor Personnel must keep an accurate record of all hours worked, in the form required by the Commonwealth, and shall provide those records to the Commonwealth for its consideration and approval if and as requested by the Commonwealth.

#### 2.4 Additional requirements where work is required at Commonwealth premises

---

##### ***Application of clause***

- 2.4.1 This clause 2.4 applies to a Contract if the parties agree in the Contract that the Contractor's relevant Personnel shall work at the Commonwealth's premises.
- 2.4.2 This clause 2.4 does not apply to situations where Contractor Personnel attend ad hoc meetings at the Commonwealth's Premises, as part of progressing a Contract, where the substance of the work required under the Contract is to be undertaken away from the Commonwealth's Premises independently by the Contractor's Personnel.

##### ***Standard work hours***

- 2.4.1 The Contractor shall ensure its Personnel attend the Commonwealth's premises each Working Day (or each applicable Working Day for Personnel who are agreed to work part-time) during the agreed term of the Services, except:
- a. if authorisation is granted by the Commonwealth Representative to work at a different location; or

- b. for leave arrangements in accordance with clause 2.4.6.
- 2.4.2 The Contractor shall ensure its Personnel work an average eight (8) hours per Working Day (or for the Working Days they are required to work, or part thereof, for part-time personnel) throughout the agreed term of the Services, except:
- a. if authorisation is granted otherwise by the Commonwealth Representative to work extended hours; or
  - b. for leave arrangements in accordance with clause 2.4.6.

***Work to be undertaken during standard hours***

- 2.4.3 The Contractor shall not permit its Personnel to undertake any work outside 'standard working hours' of 7am to 7pm on a Working Day, except as otherwise required or approved by the Commonwealth in writing, including under clause 2.4.4 or 2.4.5.
- 2.4.4 Contractor Personnel may be required to work outside standard hours and on days that are not Working Days, including over the Christmas and New Year stand-down period and other holiday periods, where the Commonwealth determines in its absolute discretion this is required for operational requirements or organisation business needs.
- 2.4.5 The Contractor may propose that one or more of its Personnel be permitted to work outside standard hours. In seeking the Commonwealth's approval to work outside standard working hours, the Contractor is to clearly specify the requirement of the duties to be performed and the duration of any such arrangement.

***Leave arrangements***

- 2.4.6 Any leave to be taken by Contractor Personnel (other than sick leave, family leave or other similar personal leave) is to be mutually agreed between the Contractor Personnel and the Commonwealth in advance in writing, which shall not be unreasonably withheld. The Contractor shall promptly advise the Commonwealth of any sick leave, family leave or other similar leave that is taken by Contractor Personnel.
- 2.4.7 The Commonwealth will not be charged for non-attendance of a Contractor Personnel, including where the Contractor Personnel is absent on personal or annual leave.

**3 PRICE AND DELIVERY SCHEDULE**

- 3.1.1 Notwithstanding the Unit Prices and Labour Rates offered in accordance with clauses 1 and 2, the Commonwealth may in a Contract agree an alternative pricing model (such as set payment amounts which are payable upon on achievement of specified milestones to the Commonwealth's satisfaction), where the Commonwealth considers such alternative pricing model to represent value for money to the Commonwealth.

**4 REIMBURSABLE EXPENSES**

**4.1 Expenses which are reimbursable**

---

- 4.1.1 The following expenses may, if agreed in the relevant Contract, be reimbursed to the Contractor under the Contract:
- a. where the Commonwealth has provided its prior consent, the Contractor shall be entitled to reimbursement for travel, accommodation and living expenses in accordance with clause 4.3.1 of this Attachment B (Unit Prices, Labour Rates and Pricing Schedule);
  - b. any other disbursement specified as reimbursable by the Commonwealth in the Official Order.
- 4.1.2 No other expenses incurred by the Contractor in performing the Deed or any Contract entered shall be reimbursed by the Commonwealth.

**4.2 Conditions for claiming reimbursable expenses**

---

- 4.2.1 The following conditions apply to all claims for reimbursement:
- a. No amount will be reimbursable unless the Contractor has, prior to incurring the expense:

- (i) provided the Commonwealth with quotes or another basis of estimates for the proposed expense to the Commonwealth's satisfaction; and
  - (ii) obtained the Commonwealth's written approval that it agrees to reimburse the expense.
- b. All claims for reimbursement shall be submitted on a valid tax invoice showing the GST exclusive price, with GST then being charged on the total amount.
  - c. 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.
  - d. All reimbursable expenses must be charged to the Commonwealth at-cost, without any mark-up or additional fee added.
- 4.2.2 If the Contractor is required to travel under the Contract, the hours spent travelling are not billable work hours unless otherwise agreed by the Commonwealth in writing prior to the travel being undertaken. If the travel time is agreed as billable hours, the maximum allowable billable hours for each day shall not exceed eight hours (a standard workday) per day of travel.
- 4.2.3 Unless agreed otherwise in a Contract, the time spent travelling for work under the Contract does not constitute a reimbursable expense.

### **4.3 Amount reimbursable for travel, accommodation and related expenses**

---

- 4.3.1 Subject to clauses 4.3.2 and 4.3.3, the Contractor may claim only the following travel, accommodation and living expenses:
- a. for each night that the Commonwealth requires and pre-approves in writing, in its absolute discretion, that a Key Person be located greater than 100km from the Key Person's normal place of residence for the purposes of providing Supplies under a Contract:
    - (i) accommodation expenses inclusive of GST, which shall be reimbursed, up to the relevant maximum per night rate in accordance with Defence non-SES rates (as amended by the Commonwealth from time to time); and
    - (ii) a Per Diem Amount, to cover meals and incidental expenses;
  - b. airfare expenses (including reasonable airport parking expenses) which shall be reimbursed if the Commonwealth requires, in its absolute discretion, and preapproves in writing, that a Key Person travel for the purposes of a Contract and the distance of such travel is greater than 100km. Domestic airfares will be reimbursed only for economy-class travel. International airfares will be reimbursed in accordance with the relevant Contract. The Contractor may propose, and Commonwealth may at its absolute discretion approve, reimbursement of an alternative form of transport; and
  - c. local ground transport expenses (including car hire, car parking fees, tolls, petrol, taxis and public transport) which shall be reimbursed up to a reasonable limit that is commensurate with the work performed under a Contract. The Commonwealth, in its absolute discretion, shall define and set such limit and advise the Contractor accordingly.
- 4.3.2 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.
- 4.3.3 The total GST inclusive claim for reimbursement of such expenses shall under no circumstances exceed the total allowable Defence travel allowance.
- 4.3.4 In this Contract, "**Per Diem Amount**" means the amount that is equivalent to 60% of the Defence non-SES high cost centres meals and incidentals allowances (set out Defence travel policy), rounded to the nearest dollar, GST inclusive, as adjusted from time to time.

**ATTACHMENT C: TEMPLATE REQUEST FOR QUOTE AND TASKING STATEMENT (RFQTS)  
AND QUOTATION**

**GEOSPATIAL STANDING OFFER FOR GOODS AND SERVICES**

**REQUEST FOR QUOTE AND TASKING STATEMENT (RFQTS)**

***Note to drafters: This section to be completed by a Commonwealth Authorised Officer. Tasking Statements can only be drafted for those Goods and Services that are within the Scope of Goods and Services at COD Attachment A.***

**To:** [INSERT RELEVANT CATEGORY or SUBCATEGORY NAME(S)] or [INSERT SUPPLIER(S)]

**Please provide a Quotation for the provision of Supplies as per the following:**

<b>Deed of Standing Offer Name and Number:</b> STANDING OFFER PANEL FOR GEOSPATIAL GOODS AND SERVICES (GeoPanel) SON3849706
<b>Group:</b> [INSERT Relevant Group Name]
<b>Directorate:</b> [INSERT Relevant Directorate Name]
<b>RFx Number:</b> [INSERT RFx Number]
<b>Reference Number/Title:</b> [INSERT Reference Number and Title of the Procurement Task]
<b>RFQTS Type (for Category 5 Professional Services):</b> [INSERT Short Term (less than six months) or Long Term (greater than 6 months)]
<b>Commencement Date for Task:</b> [INSERT Start Date]
<b>Completion Date for Task:</b> [INSERT End Date]
<b>Options to Extend (If applicable):</b> [INSERT Details of Extension Options or N/A]
<b>Briefing session (if applicable):</b> [INSERT Briefing Session Details for the RFQTS/RFx or N/A]
<b>Closing Date and Time for Questions:</b> [INSERT Closing Date and Time (AEST/AEDST) for questions for the RFQTS/RFx]
<b>Closing Date and Time for Quotation:</b> [INSERT Closing Date and Time (AEST/AEDST) for the RFQTS/RFx]
<b>Mandatory Requirements (if applicable):</b> [INSERT all applicable mandatory requirements or N/A]

***Note to drafters: This section to be completed by a Commonwealth Authorised Officer.  
May be applicable to any Category  
Delete section(s) if not applicable***

<b>Security requirements for the task</b>
<b>Expected Security Classification of information, assets and work to be performed under the Contract:</b> [INSERT]
<b>Governance:</b> [INSERT]
<b>Personnel Security:</b> [INSERT]
<b>Psychological Assessment (PA) / Organisational Suitability Assessment (OSA) (or equivalent):</b> [INSERT]
<b>Facility clearance:</b> [INSERT]
<b>Other security requirements:</b> In accordance with Attachment I – Additional Security Requirements of Conditions of Deed: [INSERT]

**Note to drafters: This section to be completed by a Commonwealth Authorised Officer:  
Complete this section if procuring from  
Category 1, Category 2, Category 3 or Category 4B.  
Delete section if not applicable**

<b>About the task</b>	
<b>Background:</b> [INSERT]	
<b>Task Description:</b> [Further detail to be specified in Annex A of this RFQTS [Statement of Work (SOW)] if required]	
<b>Task Objective:</b> [INSERT]	
<b>Geospatial products to be provided:</b>	
Item	Detail
<b>Description of Supplies:</b>	[If applicable, this can be set out in more detail in Annex A of this RFQTS [Statement of Work (SOW)] or another attachment]
<b>Due Date for delivery:</b>	[If applicable, this can be set out in more detail in Annex A of this RFQTS [Statement of Work (SOW)] or another attachment – for example, if there is a separate due date for multiple items]
<b>Delivery method and location:</b>	[specify]
<b>Warranty Period:</b>	[specify in accordance with COD, EULA or other special warranty requirement]
<b>Intellectual Property ownership and sharing (licensing) Rights:</b> (COD clauses 5.1 and 5.2):	Foreground IP that is owned by the Commonwealth (COD clause 5.1)  or  Licensed to the Commonwealth in accordance with EULA (COD clause 5.2.1 and applicable COD Attachment L EULA)
<b>Additional Partner Entities and Purposes:</b>  If licensed, are there any additional Partner Entities to whom the material may be provided and/or additional purposes for which the material may be used?	[If yes, specify]
<b>Licensed Material Archive Restrictions:</b>  If licenced, is the Licensed Material to be considered private or archive restricted? (COD clause 5.2.2)	[If yes, specify the period the Licensed Material is to be Private/Archive Restricted]

**Note to drafters: This section to be completed by a Commonwealth Authorised Officer: Complete this Section if procuring from Category 4A.**

**Delete section if not applicable**

About the task	
<b>Background:</b> [INSERT]	
<b>Task Description:</b> [Further detail specified in Annex A of this RFQTS [Statement of Work (SOW)] if required]	
<b>Task Objective:</b> [INSERT]	
<b>Supplement services to the AHO to be provided:</b>	
Item	Detail
<b>Labour Category:</b>	[If applicable, specify the Labour Category in accordance with Attachment A of Deed or insert N/A]
<b>Description of Supplies:</b>	[If applicable, this can be set out in more detail in Annex A of this RFQTS [Statement of Work (SOW)] or another attachment]
<b>Due Date for delivery:</b>	[If applicable, this can be set out in more detail in Annex A of this RFQTS [Statement of Work (SOW)] or another attachment – for example if there is a separate due date for multiple items]
<b>Delivery method and location:</b>	[specify]
<b>Warranty (if applicable)</b>	[If applicable, specify Warranty/ Warranty Period, this can be set out in more detail in Annex A of this RFQTS [Statement of Work (SOW)] or another attachment if different Warranties or Warranty Periods apply to different parts of the Supplies]

**Note to drafters: This section to be completed by a Commonwealth Authorised Officer. Complete this Section if procuring from Category 5.**

**Delete section if not applicable**

About the task
<b>Background:</b> [INSERT]
<b>Task Description:</b>

[Further detail to be specified in Annex A of this RFQTS [Statement of Work (SOW)] if required]

**Task Objective:**

[INSERT]

**Labour to be provided:**

Sub-category	Skill Set(s)	Skill Level(s)

**Location (if applicable):** [INSERT]

**Core Hours:** Contracted personnel are to work no more than an average of 8 hours per day, unless requested to do so by the Contract Manager, and must take a minimum 30-minute break after 5 hours consecutive work.

**Note to drafters: SC.1 is a mandatory inclusion for ALL RFx, if applicable Commonwealth to insert additional SC (as SC. 2 to retain number references)**

**Additional requirements and documents**

**Special Conditions (if any):**

**SC. 1 Notification of Significant Events**

- 1.1 For the purposes of this clause, ‘**Significant Event**’ means:
  - a. any adverse comments or findings made by a court, commission, tribunal or other statutory, regulatory, professional or technical body regarding the conduct or performance of the Contractor or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or
  - b. any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Contractor or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth’s reputation.
- 1.2 The Contractor must immediately issue the Commonwealth a Notice on becoming aware of a Significant Event.
- 1.3 The Notice issued under clause SC1.2 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.
- 1.4 The Commonwealth may notify the Contractor in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Contractor must issue a Notice under clause SC1.2 in relation to the event within three (3) Business Days of being notified by the Commonwealth.
- 1.5 Where reasonably requested by the Commonwealth, the Contractor must provide the Commonwealth with any additional information regarding the Significant Event within three (3) Business Days of the request.
- 1.6 If requested by the Commonwealth, the Contractor must prepare a draft remediation plan and submit that draft plan to the Commonwealth’s Authorised Officer for approval within ten (10) Business Days of the request.

- 1.7 A draft remediation plan prepared by the Contractor under clause SC1.6 must include the following information:
  - a. how the Contractor will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Contractor with its other obligations under the Contract; and
  - b. how the Contractor will ensure events similar to the Significant Event do not occur again; and
  - c. any other matter reasonably requested by the Commonwealth.
- 1.8 The Commonwealth will review the draft remediation plan and either approve the draft remediation plan or provide the Contractor with the details of any changes that are required. The Contractor must make any changes to the draft remediation plan reasonably requested by the Commonwealth and resubmit the draft remediation plan to the Commonwealth for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Commonwealth. This clause SC1.8 will apply to any resubmitted draft remediation plan.
- 1.9 Without limiting its other obligations under the Contract, the Contractor must comply with the remediation plan as approved by the Commonwealth. The Contractor agrees to provide reports and other information about the Contractor’s progress in implementing the remediation plan as reasonably requested by the Commonwealth.
- 1.10 A failure by the Contractor to comply with its obligations under this clause will be a material breach of the Contract.
- 1.11 The Commonwealth’s rights under this clause are in addition to and do not otherwise limit any other rights the Commonwealth may have under the Contract.
- 1.12 The performance by the Contractor of its obligations under this clause SC 1 will be at no additional cost to the Commonwealth.

**Additional Documents Enclosed:**

[Commonwealth/Authorised Officer to insert if applicable, such as any SOW requirements]

**Payment Basis:**

[Indicate if the preferred payment conditions is Time and Materials (Hourly rate) and/or Deliverables Based (Milestone)]

**Note to drafters: This section to be completed by a Commonwealth Authorised Officer.**

**Evaluation Criteria for the Task**

The Commonwealth will evaluate Quotations on the basis of best value for money (which may include consideration of past performance) consistent with Commonwealth procurement policies. Neither the lowest priced quotation, nor any quotation, will necessarily be accepted by the Commonwealth.

Evaluation criteria to be used for this RFQTS will be:

- [Insert Evaluation Criteria for this task]
- [ ]

RFQTS AUTHORISED BY THE COMMONWEALTH
<b>Title and Name:</b> [INSERT]
<b>Position:</b> [INSERT]
<b>Division/Branch/Section:</b> [INSERT]
<b>Email:</b> [INSERT]
<b>Address:</b> [INSERT]
<b>Date:</b> [INSERT]



**Note to drafters: Include relevant SOW and/or Attachment to RFQTS if applicable.  
Delete section if not applicable**

**ANNEX A TO THE RFQTS**

**STATEMENT OF WORK (SOW)**

- 1. **[HEADING LEVEL]**
- 1.1 [paragraph level 2]
  - a. [indented paragraph]
  - b. [indented paragraph]

**GEOSPATIAL STANDING OFFER FOR GOODS AND SERVICES  
CONTRACTOR RESPONSE – QUOTATION**

<b>RFX DETAILS</b>	
<b>RFX No:</b>	
<b>Reference Number/Title:</b>	
<b>GeoPanel Category:</b>	

<b>QUOTATION AUTHORISED BY THE GEOPANEL CONTRACTOR</b>	
<b>Company Name:</b>	
<b>Company ABN:</b>	
<b>Title:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Address:</b>	
<b>Suburb:</b>	
<b>State:</b>	
<b>Postcode:</b>	

<b>SUBCONTRACTS (COD Clause 10.11)</b>			
<b>Company Name:</b>	<b>Company ABN:</b>	<b>Key Persons (Cat 4A and Cat 5 only):</b>	<b>Scope of Work:</b>

CONFIDENTIAL INFORMATION (COD Clause 10.6) (in addition to the Confidential Information described in COD Attachment F)			
Item	Description of information that is confidential	Party for whom the information is Confidential	Period of Confidentiality
<b>Terms of the Contract</b>			
a.	[ <i>Example</i> : the individual milestone payment amounts/ the daily rates. The total Contract Price is not Confidential.]	[ <i>Example</i> : Contractor]	[ <i>Example</i> : 5 years]
b.			
<b>Outputs to be created / provided under the Contract (e.g. Licensed Material and other Deliverables)</b>			
c.			
d.			

**Note to drafters: this section is applicable to procurements worth over \$200,000 (GST Inclusive).**  
**Delete if not applicable**

**Note to tenderers: In accordance with the Buy Australian Plan and to support transparency in Australian Government procurement, tenderers for Australian Government contracts worth over \$200,000 (GST Inclusive) are required to disclose their country of tax residency. For further information, see the Department of the Treasury, Department of Finance and the Australian Tax Office:**

- <https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures>;
- <https://www.finance.gov.au/business/buyaustralianplan>; and
- <https://www.ato.gov.au/Business/International-tax-for-business/Working-out-your-residency/>.

**This information will not be used to exclude a potential tenderer from further participation in the RFT process. Queries relating to the collection and use of data identifying an entity’s country of tax residency can be directed to the Department of the Treasury at [MNETaxTransparency@treasury.gov.au](mailto:MNETaxTransparency@treasury.gov.au).**

**In responding to the table below, if the Contractor or the Contractor’s ultimate parent entity has multiple tax residencies, each of the countries of which they are a tax resident shall be disclosed.**

**Tie-breaker rules (where an entity is considered a resident of one treaty country only for the purposes of that treaty) are not relevant in determining how to respond to the table below.**

COUNTRY OF TAX RESIDENCY	
a. Contractor’s Country of Tax Residency	<b>Note to Contractors: Insert your organisation’s country of tax residency.</b> [INSERT]
b. Contractor’s Ultimate Parent Entity’s Country of Tax Residency	<b>Note to Contractors: Insert your organisation’s ultimate parent entity’s country of tax residency (if different from above).</b> <b>Complete with “AS ABOVE” if same as your organisation’s country of tax residency.</b> [INSERT]

**Note to drafters: The AIC Schedule and Table 1 should be used for procurements where the expected value of any resultant Contract will be between \$4 million and \$20 million (GST Inclusive).**

**If the expected value of any resultant Contract is likely to exceed \$20 million, then more extensive clauses will be required and drafters should transfer the provisions from the ASDEFCON (Strategic Materiel) template.**

**For drafting guidance and support drafters should consult with CASG Commercial Division at [defence.procurement@defence.gov.au](mailto:defence.procurement@defence.gov.au).**

**Note to tenderers: The Australian Industry Activities (AIA) Schedule forms part of any resultant Deed and describes the Contractor's commitments to the participation of Australian Industry, including local businesses operating in the areas where work is undertaken, and participation by other small and medium enterprises (SMEs).**

#### AUSTRALIAN INDUSTRY CAPABILITY SCHEDULE

**Tenderers should familiarise themselves with the Defence Policy for Industry Participation Industry Guide for Non-Materiel Procurement (excluding construction services) available at: <https://www.defence.gov.au/business-industry/industry-capability-programs/australian-industry-capability-program>.**

- 1.2 The Commonwealth will assess the AIA Schedule for the extent to which the tender maximises Australian Industry participation and demonstrates economic benefit to the Australian economy.
- 1.3 Tenderers are to:
- a. provide a draft AIA Schedule in accordance with Table D-1 below;
  - b. describe the tenderer's approach to maximising participation of Australian Industry (where competitive), including local businesses, in their supply chain. This is to include evidence that the tenderer has market tested Australian Industry, including local businesses;

**Note to tenderers: Defence encourages contractors to maximise the use of 'local' businesses in their supply chains, particularly when contracts require work to be performed in Australia. For example, if work is to be performed at or near a Defence base (particularly in regional or remote Australia), Defence expects that, for any resultant Deed, processes for selecting companies to participate in the supply chain will include mechanisms to engage competitive local businesses that are based or primarily operate in the area where the Defence base is located.**

**In responding to clause 1.1c, the tenderer is to set out 'local business' criteria against which local Australian Industry will be assessed. These criteria might include a distance or range from the Defence base or work location, or an identifiable area or region within which a company must have its principal place of business, or at least a major presence, to qualify as a 'local business'. These distances, ranges, areas or regions could differ depending on the location or nature of the work, but the proposed definition will be assessed by the Commonwealth in accordance with the Defence Policy for Industry Participation. A definition of 'local business' that is agreed with the Commonwealth will be included in the Glossary of the resultant Deed.**

- c. describe how the tenderer proposes to define 'local business', and how the tenderer will determine whether a service provider or supplier meets this definition; and

**Note to tenderers: An Indigenous Enterprise is a business that is 50 per cent or more owned by Indigenous Australians. Supply Nation is a membership body that validates and promotes Indigenous Enterprises, and maintains a list of enterprises that meet the requirements of Indigenous enterprises at [www.supplynation.org.au](http://www.supplynation.org.au).**

- d. describe the tenderer's approach to supporting the Australian Government's Indigenous Procurement Policy (<https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>), in considering and involving recognised Indigenous Enterprises within the tenderer's supply chain and the employment of Indigenous Australians as part of delivering any resultant Deed.

**TABLE 1: Australian Industry Activities Schedule**

Item Number	AIA Description	Company Name and ACN/ABN/NZBN	AIA Value (AUD)	Location (including postcode)	SME (Y/N)	Indigenous Enterprise (Y/N)	Local Business (Y/N and Brief Justification)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
AIA-01							
AIA-02							
AIA-03							
TOTAL							

**Note to tenderers: When preparing this Schedule, include all items of Services. If necessary, break the Australian Industry Activities (AIA) Schedule Line Item into sub line items to better describe the Australian Industry Activities. All prices are to be expressed in Base Date dollars and be GST exclusive and duty free. All nominated Australian companies listed in Table 1 are to be registered with an Australian Business Number (ABN), except for those companies that are resident in New Zealand, which are to be registered with a New Zealand Business Number (NZBN).**

- a. Identification number for each entry.**
- b. AIA Description – a description of the Services to be performed by Australian Industry. A separate line in the AIA schedule is required for each work package and company.**
- c. Australian or New Zealand company undertaking the activity ('various' is not an acceptable response). If more than one company, detail the value of the work to each company on a separate line. Include the ACN (or ARBN) and ABN, or NZBN (or NZCN), as applicable.**
- d. Value of work performed by Australian Industry. It is the (GST exclusive) dollar value of work committed in the Contract that will be performed by Australian Industry.**
- e. Set out the location (including the postcode) where the majority of the AIA will be performed.**
- f. Set out whether the entity is a Small to Medium Enterprise.**
- g. Set out whether the entity is an Indigenous Enterprise.**
- h. Set out whether the entity is a local business and brief justification as to why the entity qualifies as a 'local business' with reference to the Tenderer's criteria set out in response to clause 1.1c above.**

**Note to drafters – the sections below are for the Contractor’s Response but the sections to be used must be modified by the Commonwealth to the particular categories that are appropriate prior to RFTQS release**

**Delete section if not applicable**

**Contractor response to RFQTS:**

**Category 1 Space-based GEOINT, 2 Human Geography, 4B Satellite Derived Datasets - Hydro**

Deliverables list: [INSERT]
Date to be delivered: [INSERT]
Delivery method and location: [INSERT]
Methodology proposed to provide Products or Services: [INSERT]
Warranty period: [INSERT]
The following documents are attached (detail what is attached to the Quotation): [INSERT]
Licence/ End User Licence Agreement(s) that is/are proposed to be used in the Contract: [INSERT]
Special Conditions: [INSERT]
Other information: [INSERT]

**Quotation**

Item #	Products or Services Description	Quantity (if applicable)	Total * (GST Exc.)	Total * (GST Inc.)

\* Please specify currency

**Note to drafters – the sections below are for the Contractor’s Response but the sections must be modified by the Commonwealth to the particular categories that are appropriate prior to RFTQS release**

**Delete section if not applicable**

**Contractor response to RFQTS:**

**[Category 3 Data and Map Production/Category 4A Hydro Services Supplement] – [Data Requirements/Labour Category]**

Data Requirements /Labour Category (as applicable)	Area of Interest	Quantity (if applicable)	Total Hours (if applicable)	Hourly Rate* (GST Inc.) (if applicable)	Discounts* (GST Inc.) (if applicable)	Total* (GST Inc.)
<b>Total</b>						

\* Please specify currency

**[Category 3 Data and Map Production/Category 4A Hydro Services Supplement] - Reimbursable or Ancillary Items**

Items (as applicable)	Quantity (if applicable)	Hourly Rate* (GST Inc.) (if applicable)	Item Price* (GST Inc.) (if applicable)	Total* (GST Inc.)
<b>Total</b>				

\* Please specify currency

***Note to drafters – the sections below are for the Contractor’s Response but the sections must be modified by the Commonwealth to the particular categories that are appropriate prior to RFTQS release***

***Delete section if not applicable***

**Contractor response to RFQTS: Category 4A Hydro Services Supplement Contractor Personnel**

<b>KEY PERSONS – CONTRACTOR PERSONNEL</b>		
<b>Name</b>	<b>Labour Category (COD Attachment A, Annex 4)</b>	<b>Hourly Rate* (GST Inc.)</b>

\* Please specify currency

<b>KEY PERSONS – CONTRACTOR PERSONNEL SECURITY CLEARANCE</b>						
<b>Name</b>	<b>Date of Birth</b>	<b>Place of Birth</b>	<b>Phone</b>	<b>Personal Email</b>	<b>Residential Details (City, State)</b>	<b>Current Security Clearance Level</b>

The Contractor confirms that all Contractor Personnel and Subcontractor Personnel comply with Clause 4.8.1 of the GeoPanel Deed.

The Contractor attaches Contractor Personnel and Subcontractor Personnel CV(s).



***Note to drafters – the sections below are for the Contractor’s Response but the sections must be modified by the Commonwealth to the particular categories that are appropriate prior to RFTQS release***

***Delete section if not applicable***

**Contractor response to RFQTS: Category 5 Professional Services**

KEY PERSONS – CONTRACTOR PERSONNEL	SUB-CATEGORY AND LEVELS		Daily Rate* (8-hour day)		Hourly Rate*	
			Short Term (ex GST)	Long Term (ex GST)	Short Term (ex GST)	Long Term (ex GST)
Name	Sub-category	Skill Level	Short Term (ex GST)	Long Term (ex GST)	Short Term (ex GST)	Long Term (ex GST)

\* Please specify currency

KEY PERSONS – CONTRACTOR PERSONNEL SECURITY CLEARANCE						
Name	Date of Birth	Place of Birth	Phone	Personal Email	Residential Details (City, State)	Current Security Clearance Level

The Contractor confirms that all Contractor Personnel and Subcontractor Personnel comply with Clause 4.8.1 of the GeoPanel Deed.

The Contractor attaches Contractor Personnel and Subcontractor Personnel CV(s).

**Note to drafters:**  
***If a clause is not applicable, please delete the sub-clauses and insert 'Not Used' to retain numbering throughout the document.***

**ATTACHMENT D – TEMPLATE OFFICIAL ORDER**

**GEO PANEL OFFICIAL ORDER**

This Official Order, once executed by the Commonwealth and delivered in accordance with the Deed of Standing Offer for Geospatial Goods and Services SON3849706 (**GeoPanel Deed**), will constitute acceptance by the Commonwealth of the Contractor's offer to provide the Supplies specified in this Official Order.

The conditions in the GeoPanel Deed, this Official Order and any other documents expressly referred to in this Official Order as forming part of the Official Order, together constitute a Contract between the Commonwealth and the Contractor in accordance with clause 2.1.8 of the GeoPanel Conditions of Deed (**COD**).

Official Order details	
<b>RFx Number:</b>	[INSERT NUMBER]
<b>Reference Number/Title:</b>	[INSERT NUMBER/TITLE]
<b>Purchase Order number:</b>	[INSERT NUMBER]
<b>Contract Start Date:</b> (Official Order will be in accordance with clause 2.1 of the Deed)	[INSERT DATE]
<b>Contract End Date:</b>	[INSERT DATE]
<b>Options to Extend (if applicable):</b>	[INSERT DETAILS]
<b>Contractor Details:</b>	<b>Point Of Contact:</b> [insert] <b>Position:</b> [insert] <b>Company:</b> [insert] <b>A.B.N/A.C.N AND A.R.B.N (if applicable):</b> [insert] <b>Roman vendor number:</b> [insert] <b>Postal address:</b> [insert] <b>Email:</b> [insert] <b>Phone number:</b> [insert]
<b>Commonwealth Details:</b>	<b>COMMONWEALTH OF AUSTRALIA</b> represented by the Department of Defence ABN 68 706 814 312 ( <b>Commonwealth</b> )  [acting through the part of the Department of Defence known as the Australian Geospatial-Intelligence Organisation ( <b>AGO</b> )]
<b>Authorised Officer:</b>	<b>Name:</b> [insert] <b>Position:</b> [insert] <b>Postal address:</b> [insert] <b>Email:</b> [insert]

	Phone number: [insert]
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**Note to tenderers: The Official Order will consist of an amalgamation of this Official Order document and the successful tenderer's Quotation.**

**1. INTRODUCTION**

- 1.1 [INSERT SUMMARY OF REQUIREMENT]
- 1.2 [INSERT BACKGROUND TO REQUIREMENT]

**2. STATEMENT OF WORK**

- 2.1 The Statement of Work will be in accordance with Annex A of this Official Order.

**3. DEFENCE SECURITY REQUIREMENTS**

The Contractor shall comply with the following security requirements:

No	Requirement type	Agreed Security Requirements
3.1	<b>Expected Security Classification of information, assets and work to be performed under the Contract:</b> (COD clause 10.12.4 and Attachment J clause 1.1.1)	[Commonwealth to insert Security Classification of information]
3.2	<b>Governance:</b>	[Commonwealth to insert required level, if applicable]
3.3	<b>Personnel Security:</b> (COD clause 10.12.4(c) and Attachment J clause 2)	All personnel: [Commonwealth to insert personnel security clearance level and other requirements.] Specific positions: [If applicable, also specify higher security clearances that specific positions are required to hold.]
3.4	<b>Psychological Assessment (PA) / Organisational Suitability Assessment (OSA) (or equivalent):</b> (Attachment J, clause 3)	[Commonwealth to insert details of any personnel that require PA/OSA (or equivalent).]
3.5	<b>Facility accreditation and clearance:</b> (COD clause 10.12.4(d) and Attachment J clause 1.1.2)	[Commonwealth to insert facility clearance requirement]
3.6	<b>Other security requirements:</b>	[Commonwealth to insert other requirements if applicable]

**Note to drafters:**  
***If no Supplies are being procured, delete clause 4.1 and tables and insert 'Not used'***

**4. SUPPLIES TO BE PROVIDED**

- 4.1 The Contractor shall provide the Supplies to the Commonwealth as follows:

**Note to drafters: Complete this section if procuring from Category 1, Category 2, Category 3 or 4B.**  
**Delete section if not applicable**

Item	Detail
<b>Description of Supplies:</b>	1. [insert] 2. [insert] [If required, the Supplies can be set out in more detail in

Item	Detail
	<p>an annex or attachment to the Official Order.]</p> <ul style="list-style-type: none"> <li>• Soft copies: [INSERT FORMAT]; and</li> <li>• Hard copies: [INSERT FORMAT].</li> </ul>
<b>Due Date for delivery:</b>	[If required, this can be set out in more detail in an annex or attachment to the Official Order – for example if there is a separate due date for multiple items]
<b>Delivery method and location:</b>	[specify]
<b>Warranty Period:</b>	<p>[x months / x years], commencing on the date each Supply is accepted by the Commonwealth.</p> <p>[or]</p> <p>[For the term of the subscription service.]</p>
<p><b>Intellectual Property ownership and sharing Rights:</b></p> <p>Foreground IP that is owned by the Commonwealth (COD clauses 5.1);</p> <p>or</p> <p>Licensed to Commonwealth in accordance with EULA (COD clause 5.2.1 and applicable COD Attachment L EULA):</p>	<p>[Commonwealth owns the Foreground IP under COD clause 5.1.2.]</p> <p>[or]</p> <p>[Licensed under EULA in accordance with COD clause 5.2.1:]</p> <p>[insert detail of the particular COD Attachment L EULA that applies]</p>
<b>Licence/ End User Licence Agreement(s)</b> that is/are to be used under the Contract:	[insert detail of the particular COD Attachment L EULA that applies]
<p><b>Additional Partner Entities and Purposes:</b></p> <p>If licensed, are there any additional Partner Entities to whom the material may be provided and/or additional purposes for which the material may be used?</p>	[If yes, specify additional partner entities or purposes]
<p><b>Licensed Material Achieve Restrictions:</b></p> <p>Is the Licensed Material private or archive restricted? (COD clause 5.2.2)</p>	[If yes, specify the period the Licensed Material is to be private / archive restricted]

**Note to drafters: Complete this section if procuring Supplies under Category 4A.  
Delete section if not applicable**

Item	Detail
<b>Labour Category:</b>	[Specify the Labour Category in accordance with COD Attachment A, Annex 4]
<b>Description of Supplies:</b>	[If applicable, this can be set out in more detail in Annex A of this RFQTS [Statement of Work (SOW)] or another attachment]
<b>Due date for delivery:</b>	[If applicable, this can be set out in more detail in Annex A of this RFQTS [Statement of Work (SOW)] or another attachment – for example if there is a separate due date for multiple items]
<b>Delivery method and location:</b>	[specify]
<b>Warranty Period:</b>	[If applicable, specify the Warranty Period, this can be set out in more detail in Annex A of this RFQTS [Statement of Work (SOW)] or another attachment if different Warranties or Warranty Periods apply to different parts of the Supplies]

**Note to drafters:  
If no Labour is being procured, delete clauses 5.1 – 5.3 and insert ‘Not used’**

**5. LABOUR TO BE PROVIDED**

5.1 The Contractor shall provide personnel (Key Persons) with the following skills to the Commonwealth, by the applicable Delivery Date(s) as follows:

**Note to drafters: Complete this section if procuring Labour under Category 4A.  
Delete table if not applicable**

Key Persons	Labour Category	Hourly Rate (GST Inclusive)	Maximum allowable hours	Location


***Note to drafters: Complete this section if procuring from Category 5.  
Delete table if not applicable***

Key Persons	Sub-category	Skill Level	Hourly Rate (GST Exclusive)	Estimated allowable hours	Location

***Note to drafters:  
include 5.3 for instances when Key Persons will not be required to work over the Christmas / New Year's stand-down period.***

- 5.2 Key Persons will not be required to work over the Christmas/New Year stand-down period scheduled from any day within the period that starts on the Saturday before Christmas Day; or if Christmas Day falls on a Saturday, Christmas Day.
- 5.3 [insert other requirements, if applicable]

6. PRICE AND BASIS OF PAYMENT

Note to drafters: the price tables below are a guide only and must be updated in accordance with the specific details relating to the particular RFQTS response. Delete sections if not applicable

Option A: For when the Contractor will be paid at the conclusion of the task.

6.1 Subject to Conditions of Deed clause 7 [Price and Payment], the Contract Price is payable upon full provision of the Supplies in accordance with the following:

Table with 4 columns: Item, Description, Quantity (if applicable), Price (GST Exclusive), Price (GST Inclusive). Rows 1, 2, and Total.

6.2 The Contractor may submit a claim for payment of the Contract Price upon provision of all Supplies to the Commonwealth's satisfaction.

Option B: For when the Contractor will be paid on completion of agreed milestones.

6.3 Subject to Conditions of Deed clause 7 [Price and Payment], the Contract Price is payable in the following instalments:

Table with 4 columns: Milestone, Description, Due Date for Completion/Delivery, Price (GST Exclusive), Price (GST Inclusive). Rows 1, 2, and Total.

6.4 The Contractor may submit a claim for payment of each instalment following completion of the relevant milestone.

Option C: For when the Contractor will be paid monthly in arrears based on pre-agreed rates that apply to defined labour categories and the Services are to be delivered within an agreed maximum (i.e. not to be exceeded) Contract Price.

6.5 Subject to Conditions of Deed clause 7 [Price and Payment], the Contract Price shall be payable progressively, monthly in arrears. The progressive payments shall be calculated as a factor of the Labour Rates, Allowable Hours expended on the task and any Reimbursable Expenses as defined in this Official Order.

6.6 The Contractor may submit a claim for payment of each progress payment following the last Working Day of the relevant month.

6.7 Notwithstanding clause 6.5 above, and subject to Conditions of Deed clauses 7.6 [Pricing adjustments], 7.7 [Adjustment for Option to Extend] and 10.1 [Change to the Deed or any Contract], the Contractor shall provide the Labour for a Contract Price which shall not exceed (INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE) (GST Exclusive/Inclusive).

7. REIMBURSABLE EXPENSES

Option A: For when no expenses will be reimbursed.

a. No expenses shall be reimbursable under the Contract.

**Option B: For when the Commonwealth will reimburse specified expenses.**

- 7.2 The following expenses shall be reimbursable to the Contractor under the Contract in accordance with Attachment B to the COD:
- a. [travel, accommodation and living expenses incurred for the purpose of performing the Contract]; [and]
  - b. [travel, accommodation and living expenses incurred for the purpose of attending the Psychological Assessment / OSA]; [and]
  - c. [insert description of any other permitted reimbursements].
- 7.3 No amount will be reimbursable unless the Contractor has, prior to incurring the expense:
- a. provided the Commonwealth with quotes or another basis of estimates for the proposed expense to the Commonwealth’s satisfaction; and
  - b. obtained the Commonwealth’s written approval that it agrees to reimburse the expense.
- 7.4 Notwithstanding any Commonwealth prior approval to incur reimbursable expense, the reimbursable expenses shall under no circumstances exceed AU\$[INSERT] (GST Inclusive/Exclusive). It is the responsibility of the Contractor to ensure it does not incur expenses that it intends to be reimbursed for above this cap.

**8. APPROVED SUBCONTRACTORS**

8.1 The following Subcontractor(s) is/are approved by the Commonwealth to perform part of the Contractor’s scope of work, as described below:

Item	Full name of Subcontractor	Subcontractor Entity and ABN	Scope of work
a.			[if there is not sufficient space here to properly describe the subcontracted work, this can be set out in more detail in Annex A of this RFQTS [Statement of Work (SOW)] or another attachment]
b.			
c.			

**Note:** the Contractor is required to obtain and provide to the Commonwealth a properly executed confidentiality deed poll by each Subcontractor in accordance with COD clause 10.6.

**9. CONFIDENTIAL INFORMATION**

9.1 The following information is Confidential Information in addition to the Confidential Information described in COD Attachment F:

Item	Description of information that is confidential	Party for whom the information is Confidential	Period of Confidentiality
<b>Terms of the Contract</b>			
a.	[ <b>Example:</b> the individual milestone payment amounts/ the daily rates specified in clause 6 [Price and Basis of Payment]. The total Contract Price is not Confidential.]	[Contractor]	[5 years]
b.			
<b>Outputs to be created / provided under this Contract (e.g. Licensed Material and other Deliverables)</b>			



Item	Description of information that is confidential	Party for whom the information is Confidential	Period of Confidentiality
c.			
d.			

**10. SPECIAL CONDITIONS**

**10.1 Notification of Significant Events**

10.1.1 For the purposes of this clause, 'Significant Event' means:

- a. any adverse comments or findings made by a court, commission, tribunal or other statutory, regulatory, professional or technical body regarding the conduct or performance of the Contractor or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or
- b. any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Contractor or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.

10.1.2 The Contractor must immediately issue the Commonwealth a Notice on becoming aware of a Significant Event.

10.1.3 The Notice issued under clause 10.1.2 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.

10.1.4 The Commonwealth may notify the Contractor in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Contractor must issue a Notice under clause 10.1.2 in relation to the event within three (3) Business Days of being notified by the Commonwealth.

10.1.5 Where reasonably requested by the Commonwealth, the Contractor must provide the Commonwealth with any additional information regarding the Significant Event within three (3) Business Days of the request.

10.1.6 If requested by the Commonwealth, the Contractor must prepare a draft remediation plan and submit that draft plan to the Commonwealth's Authorised Officer for approval within ten (10) Business Days of the request.

10.1.7 A draft remediation plan prepared by the Contractor under clause 10.1.6 must include the following information:

- a. how the Contractor will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Contractor with its other obligations under the Contract; and
- b. how the Contractor will ensure events similar to the Significant Event do not occur again; and
- c. any other matter reasonably requested by the Commonwealth.

10.1.8 The Commonwealth will review the draft remediation plan and either approve the draft remediation plan or provide the Contractor with the details of any changes that are required. The Contractor must make any changes to the draft remediation plan reasonably requested by the Commonwealth and resubmit the draft remediation plan to the Commonwealth for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Commonwealth. This clause 10.1.8 will apply to any resubmitted draft remediation plan.

10.1.9 Without limiting its other obligations under the Contract, the Contractor must comply with the remediation plan as approved by the Commonwealth. The Contractor agrees to provide reports and other information about the Contractor's progress in implementing the remediation plan as reasonably requested by the Commonwealth.

- 10.1.10 A failure by the Contractor to comply with its obligations under this clause will be a material breach of the Contract.
- 10.1.11 The Commonwealth's rights under this clause are in addition to and do not otherwise limit any other rights the Commonwealth may have under the Contract.
- 10.1.12 The performance by the Contractor of its obligations under this clause 10 will be at no additional cost to the Commonwealth.
- 10.2 [Authorised Officer to insert additional Special Conditions if applicable, such as any procurement policy requirements]

## 11. AUSTRALIAN INDUSTRY CAPABILITY

**Drafting note:** This clause is intended to be used in Contracts valued between AU\$4m and \$20m. This clause will be specified as 'not used' if AIC requirements not apply. Depending on the Commonwealth's policy, different contractual provisions may be required, such as more detailed contract provisions for Contracts valued over AU\$20m.

It is intended that the AIC Schedule will be set out in Annex B to this GeoPanel Official Order. This could be separated as a new document, to avoid this document becoming overly lengthy (and unstable).

If not applicable, delete and insert Not Used.

- 11.1 The Contractor shall comply with the AIA Schedule at **Annex B** [AIC Schedule] to this Contract.
- 11.2 The Contractor acknowledges that:
- a. compliance with the AIA Schedule shall not relieve the Contractor from its liabilities or obligations under the Contract; and
  - b. the Commonwealth's acceptance of the Supplies shall not relieve the Contractor from meeting its obligations under the AIA Schedule.
- 11.3 The Contractor shall maintain the accuracy, completeness and currency of the AIA Schedule.
- 11.4 Where the Contractor proposes an update to the AIA Schedule, the Contractor shall submit a contract change proposal in accordance with clause 10.1 [Change to this Deed or any Contract] of the COD.

## 12. INDIGENOUS PARTICIPATION PLAN

**Drafting note:** This clause is intended to be used in Contracts valued AU\$7.5 million and above for the provision of supplies which are specified as being covered in the Indigenous Procurement Policy. This clause will be specified as 'not used' if indigenous procurement policy requirements do not apply. Depending on the Commonwealth's policy, different contractual provisions may be required, such as for remote procurements or other elements of the indigenous procurement policy.

If not applicable, delete and insert Not Used.

- 12.1 In this clause 12:
- a. **"Indigenous Participation Plan"** means the plan [set out at Annex C // developed by the Contractor and approved by the Commonwealth in accordance with this clause 12].
  - b. **"Indigenous Procurement Policy Reporting Solution" (IPPRS)** means the online portal where Contractors report on their progress against their Mandatory Minimum Requirements under the Commonwealth's Indigenous Procurement Policy.
- 12.2 It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy, for further information). 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.

**Drafting note:** Typically, the Commonwealth will require that the Indigenous Participation Plan is finalised during the RFQTS process, and attached to the Contract. There is a placeholder

for this at Annex C of this GeoPanel Official Order. This could be separated as a new document, to avoid this document becoming overly lengthy (and unstable).

- 12.3 The Contractor has committed to implementing the Indigenous Participation Plan at Annex C to this Contract.

**Drafting note:** Depending on the situation, the Indigenous Participation Plan may need to be finalised as part of the performance of the Contract. The following provisions are intended to address that situation.

- 12.4 The Contractor shall:
- a. submit a draft Indigenous Participation Plan ["in the form required by the Commonwealth" / "set out in Annex #"] to the Commonwealth's Authorised Officer for review and approval by no later than: [date]; and
  - b. ensure the plan is acceptable for Commonwealth approval no later than: [date].
- 12.5 The Contractor shall ensure that the Indigenous Participation Plan addresses each of the following in relation to the Contract, or as otherwise required under the Indigenous Procurement Policy:
- a. how the Contractor will meet the mandatory minimum Indigenous participation requirements of the Indigenous Procurement Policy;
  - b. the Contractor's current rates of Indigenous employment and Indigenous supplier use;
  - c. the Contractor's commitment to Indigenous participation; and
  - d. if any part of the Contract is being, or will be, delivered in a 'Remote Area' (as defined in the Indigenous Procurement Policy), how the Contractor will ensure that its provision of goods or services will deliver significant Indigenous employment or Indigenous supplier use outcomes in that Remote Area.
- 12.6 [Upon approval of the Contractor's Indigenous Participation Plan by the Commonwealth,] the Contractor shall:
- a. comply with the [approved] Indigenous Participation Plan;
  - b. report against its compliance with the [approved] Indigenous Participation Plan [monthly / quarterly] during the term of the Contract via the Indigenous Procurement Policy Reporting Solution (IPPRS);
  - c. report against its compliance with the [approved] Indigenous Participation Plan after the end of the term of this Contract ("End of Term Report"); and
  - d. comply with any reasonable directions issued by the Commonwealth in relation to the Contractor's implementation of the [approved] Indigenous Participation Plan.
- 12.7 The End of Term Report must identify whether the Contractor:
- a. met the mandatory minimum requirements; and
  - b. complied with the [approved] Indigenous Participation Plan.
- 12.8 If the Contractor did not meet the mandatory minimum requirements, or did not comply with the [approved] Indigenous Participation Plan, the Contractor must provide an explanation for its non-compliance in the End of Term Report.
- 12.9 Throughout the term of the Contract, the Contractor is responsible for managing the Contractor's access to the IPPRS reporting portal, including by managing the:
- a. enabling of its authorised personnel's access; and
  - b. disabling of its authorised personnel's access.
- 12.10 The Contractor must comply with all reasonable directions issued by the Commonwealth in relation to the Contractor's implementation of the [approved] Indigenous Participation Plan.
- 12.11 If, at any time, the Commonwealth reasonably believes that the Contractor:
- a. may be, or may become, unable to comply with the [approved] Indigenous Participation Plan; or

b. is unlikely to meet the mandatory minimum requirements as set out in the [approved] Indigenous Participation Plan,

the Commonwealth may require the Contractor to provide additional detail in relation to its implementation of, and ability to comply with, the [approved] Indigenous Participation Plan.

12.12 Without limiting its other rights under the Contract or at Law, any material failure by the Contractor to:

a. implement the [approved] Indigenous Participation Plan; or

b. comply with a direction issued by the Commonwealth under clause 12.10,

will be a breach of this Contract, and the Commonwealth may terminate this Contract under clause 12.2.1(b) of the Deed.

12.13 Notwithstanding any other clause of this Contract, the Contractor acknowledges and agrees that the reports it submits in accordance with clauses 12.6b and 12.6c:

a. will be recorded in the IPPRS, a central database that is able to be accessed by Commonwealth entities and may be made publicly available;

b. will not be considered to be Contractor Confidential Information; and

c. may be used by Commonwealth entities for any purpose, including for evaluation of an offer to provide Goods or Services to a Commonwealth entity.

EXECUTION

SIGNED AS A CONTRACT

SIGNED for and on behalf of the COMMONWEALTH OF AUSTRALIA:

-----  
(signature) (print name) (print position)

In the presence of:

-----  
(signature) (print name) (date)

SIGNED for and on behalf of the CONTRACTOR:

-----  
(signature) (print name) (print position)

In the presence of:

-----  
(signature) (print name) (date)

ANNEX A – STATEMENT OF WORK (SOW)

**Note to drafters: There should be nothing in the Statement of Work that is not covered or could not be covered by the requirements of the standing offer as set out in Attachment A (Scope of Goods and Services) to the GeoPanel Conditions of Deed.**

**Option A: For when a Contractor is performing a specific task (produce a report etc.) use the following clauses or similar.**

- 1. The Contractor shall undertake the work in the following phases:
  - a. Phase 1: **[INSERT DETAILS];**
  - b. Phase 2: **[INSERT DETAILS];**
  - c. Phase 3: **[INSERT DETAILS];** etc.
- 2. Phase 1: **[INSERT DETAILS OF PHASE/NAME]**
  - a. The Contractor shall.....
  - b. The Contractor shall.....
- 3. Phase 2: **[INSERT DETAILS OF THE PHASE/NAME]**
  - a. The Contractor shall.....
  - b. The Contractor shall.....
- 4. The Contractor shall provide the Supplies at **[INSERT LOCATION]**.

**Option B: For when a Contractor is not performing a specific task use the following clauses or similar.**

- 1. The Contractor shall:
  - a. **[INSERT DETAILS AS APPROPRIATE (eg, "shall provide general Project Management and ILS advice on the Project")];** and
  - b. draft and staff documentation including:
    - (i) **[INSERT DETAILS AS APPROPRIATE (eg, "ILS Plans and / or Transition Plans")];** and
    - (ii) **[INSERT DETAILS].**
- 2. The Contractor shall provide the Supplies at **[INSERT LOCATION]**.

- 1. **[PARAGRAPH HEADING]**
  - 1.1 [Numbered paragraph]
    - a. [sub-paragraph]
      - (i) [sub-sub-paragraph]
- 2. **[PARAGRAPH HEADING]**
  - 2.1 [Numbered paragraph]
    - a. [sub-paragraph]
      - (i) [sub-sub-paragraph]

## ANNEX B

## AUSTRALIAN INDUSTRY CAPABILITY SCHEDULE

**Drafting Note:** If required, this Annex B will consist of an amalgamation of information contained in response to the draft RFQTS, this draft AIC Schedule, the successful Contractor's response and any negotiated adjustments.

This is a draft template only. This will require tailoring to be specific to the particular Contract.

This is based on the ASDEFCON Complex Materiel vol.1 template (version 3.0), which drafted this template as an intended to follow-on from the tenderer's RFT response. Reference may need to be had to the drafting notes in that document and other parts of the template.

Depending on a range of factors, such as the relevant procurement policy requirements and the particular Contract being negotiated, these terms and conditions may need to be revised.

**If not applicable, delete and insert Not Used**

## 1 INTRODUCTION

### 1.1 Purpose

- 1.1.1 This AIC Schedule sets out the following Australian Industry Capability (**AIC**) Obligations:
- a. the Australian Industry Activities (**AIA**s) that are to be performed, which include:
    - (i) the Defence-Required Australian Industry Capabilities (**DRAIC**s) to be delivered, in whole or in part, under the Contract; and
    - (ii) other elements of the work to be performed by Australian Industry or the Supplies that are to be provided by Australian Industry (as applicable); and
  - b. the Australian Contract Expenditure (**ACE**) Measurement Points and the Prescribed ACE Percentage to be achieved at each of the ACE Measurement Points.

## 2 DEFENCE-REQUIRED AUSTRALIAN INDUSTRY CAPABILITIES

### 2.1 Introduction

- 2.1.1 The Contractor shall design, develop, implement, assure, maintain, obtain Acceptance for, operate and sustain (as applicable) the DRAICs required by this clause 2, in accordance with the Contract.

### 2.2 DRAIC #1 - [...INSERT NAME OF DRAIC...]

- 2.2.1 The Contractor acknowledges that DRAIC #1, [...INSERT NAME OF DRAIC...], is required to be established within Australian Industry as one of the Industry Capabilities that supports achievement of:
- a. Sovereign Industrial Capability Priority (**SICP**) [...INSERT NAME OF SICP...], including the following Critical Industrial Capabilities:
    - (i) [...IDENTIFY APPLICABLE CRITICAL INDUSTRIAL CAPABILITY...]; and
    - (ii) [...IDENTIFY APPLICABLE CRITICAL INDUSTRIAL CAPABILITY...]; and
  - b. [...INSERT NAME OF SICP AND IDENTIFY THE APPLICABLE CRITICAL INDUSTRIAL CAPABILITIES...].
- 2.2.2 The Contractor shall deliver DRAIC #1, [...INSERT NAME OF DRAIC...], in accordance with clause 2.1 and the following concepts and requirements:
- a. **Operating and Support Concepts.** The operating and support concepts for DRAIC #1 are set out in [...INSERT APPLICABLE INFORMATION AS PER THE NOTE TO DRAFTERS ABOVE...].
  - b. **Function and Performance Requirements.** The required functions and associated performance requirements for DRAIC #1 are set out in [...INSERT APPLICABLE INFORMATION AS PER THE NOTE TO DRAFTERS ABOVE...].

- c. **Programmatic Requirements.** DRAIC #1 is required to be implemented and operational by [...INSERT ANY SCHEDULE REQUIREMENTS AND/OR CONSTRAINTS...].

**3 REQUIRED ACTIVITIES TO BE PERFORMED BY AUSTRALIAN INDUSTRY**

**3.1 Planning and Implementation**

---

- 3.1.1 The Contractor shall further define, plan and implement the required activities to be performed by Australian Industry described under this clause 3, in accordance with the Contract.

**3.2 Required Activities**

---

- 3.2.1 The Contractor shall ensure that the following activities for [...INSERT TITLE OF FIRST REQUIRED ACTIVITY...] are undertaken by Australian Industry:
  - a. [...INSERT DETAILS OF FIRST REQUIRED ACTIVITY TO ENSURE THAT OUTCOMES AND SCOPE ARE CLEAR...]; and
  - b. [...INSERT ADDITIONAL DETAILS UNTIL THE REQUIRED ACTIVITY IS FULLY DESCRIBED...].
- 3.2.2 The Contractor shall ensure that the following activities for (...INSERT TITLE OF REQUIRED ACTIVITY...) are undertaken by Australian Industry:
  - a. (...INSERT DETAILS OF REQUIRED ACTIVITY TO ENSURE THAT OUTCOMES AND SCOPE ARE CLEAR...); and
  - b. (...INSERT ADDITIONAL DETAILS UNTIL THE REQUIRED ACTIVITY IS FULLY DESCRIBED...).

**3.3 Other Requirements for Australian Industry**

---

- 3.3.1 In addition to the requirements of clause 3.2, the Contractor shall ensure that the following other requirements are also performed by Australian Industry:
  - a. [...INSERT DETAILS OF FIRST OTHER REQUIREMENT TO BE PERFORMED BY AUSTRALIAN INDUSTRY...]; and
  - b. [...INSERT ADDITIONAL DETAILS UNTIL ALL OTHER REQUIREMENTS TO BE PERFORMED BY AUSTRALIAN INDUSTRY ARE IDENTIFIED...].

**4 ACE MEASUREMENT**

**4.1 ACE Measurement Points and Prescribed ACE Percentages.**

---

- 4.1.1 Table F-1 sets out the ACE Measurement Points and the Prescribed ACE Percentages in respect of each ACE Measurement Point.

**Table F-1: ACE Measurement Points and Prescribed ACE Percentages**

ACE Measurement Point	Prescribed ACE Percentage
	( )%
	( )%
	( )%

**ANNEX C**

**INDIGENOUS PARTICIPATION PLAN**

***Drafting Note: If required, this Annex C will set out the preferred tenderer's Indigenous Participation Plan.***

***If not applicable, delete and insert Not Used.***



**ATTACHMENT E – ADJUSTMENTS**

**1. ADJUSTMENTS FOR FLUCTUATIONS IN THE COST OF LABOUR AND MATERIALS**

1.1 The prices shall be subject to annual adjustment in accordance with the following formula:

$$AUP = EDP \times \frac{V}{V_0}$$

where:

AUP = Adjusted Price

EDP = Price at Effective Date, as adjusted for changes to the Deed expressed in Base Date prices

V = the index number for the quarter preceding the quarter containing the applicable Adjustment Date

V<sub>0</sub> = the index number for the quarter containing the Base Date; and the index number to be used in the formula is the first published index number for the relevant quarter.

**2. INDEX – PROFESSIONAL SERVICES**

2.1 In respect to the Supplies which are priced based on Labour Rates, the designated index shall be as follows:

Description of Index	Table	Group
ABS Catalogue 6345.0 Wage Price Index, Australia	9b: Ordinary Hourly Rates of Pay Excluding Bonuses: sector by industry, original (quarterly index numbers)	Ordinary time hourly rates of pay excluding bonuses; Australia; Professional, scientific and technical service (series ID A2639389K)

**3. INDEX – SUPPLIES (OTHER THAN PROFESSIONAL SERVICES)**

3.1 [Not used]

**ATTACHMENT F – CONFIDENTIAL INFORMATION AND REPORTING**

**1. CONTRACTOR CONFIDENTIAL INFORMATION**

1.1 The following is specified as Confidential Information of the Contractor:

Clause reference	Reason for classification	Period of Confidentiality
<b>Conditions of Deed</b>		
Annex A [Labour Rates] to Attachment B (in its entirety)	Contractor commercially sensitive information	Term of Deed, plus 2 years.
Attachment F: <ul style="list-style-type: none"> <li>This clause 1 (in its entirety)</li> </ul>	Details of Contractor's confidential information	Term of Deed, plus 2 years.
<b>Outputs and deliverables</b>		
N/A – to be agreed in each Contract	n/a	n/a

**2. COMMONWEALTH CONFIDENTIAL INFORMATION**

2.1 The following is specified as Confidential Information of the Commonwealth:

Clause reference	Reason for classification	Period of Confidentiality
<b>Conditions of Deed</b>		
Attachment F: <ul style="list-style-type: none"> <li>This clause 2 (in its entirety)</li> </ul>	Details of Commonwealth's official information	In perpetuity
<b>Outputs and deliverables</b>		
All information provided to, or that is accessible to, the Contractor or its Contractor Personnel for the purpose of performing this Deed or any Contract agreed under this Deed, including without limitation: <ul style="list-style-type: none"> <li>all Commonwealth security classified information;</li> <li>all information from partner entities, including Five Eye partners and Australian States and Territories; and</li> <li>third party commercial information, including contractual arrangements and pricing information.</li> </ul>	Commonwealth official information	In perpetuity

ATTACHMENT G – TEMPLATE CONTRACT MATERIAL RIGHTS SCHEDULE

Official Order Reference:	<b>[Insert OO number]</b>
Date of this CRM Schedule:	<b>[Insert Date]</b>
Version of this CRM Schedule:	<b>[Insert version number. E.g. v1 for first version, v2 after that, etc]</b>
Send to the Commonwealth's Authorised Officer:	By Email: <b>ago.contracts@defence.gov.au</b>

Unique Line Item Description	Owner or Licensor	Description of Supplies	Restrictions on Commonwealth's rights to sublicense the Supplies (COD, clause 5.2.1b.)	Justification for Restriction(s)
(a)	(b)	(d)	(e)	(f)
<i>[link to Contract]</i>	<i>[Contractor / Commonwealth for Foreground IP]</i>			

## ATTACHMENT H – GLOSSARY

## 1. ACRONYMS AND ABBREVIATIONS

Abbreviation	Description	Abbreviation	Description
ABN	Australian Business Number	COMSEC	Communications Security
ACIC	Australian Criminal Intelligence Commission	CPRs	Commonwealth Procurement Rules
ACM	Asbestos Containing Material	CMR	Contract Material Rights
ACN	Australian Company Number	Cth	Commonwealth
ADF	Australian Defence Force	DEM	Digital Elevation Model (orthometric)
ADO	Australian Defence Organisation	DHA or HA	Department of Home Affairs
AFP	Australian Federal Police	DI(G)	Defence Instruction (General)
AGO	Australian Geospatial-Intelligence Organisation	DI ADMINPOL	Defence Instruction Administrative Policy
AHO	Australian Hydrographic Office	DIO	Defence Intelligence Organisation
AIC	Australian Industry Capability	DISP	Defence Industry Security Program
AGEST	Australian Government Employees Superannuation Trust	DOE	Department of Employment
AGSVA	Australian Government Security Vetting Agency	DSM	Digital Surface Model (orthometric)
ANZ	Australia and New Zealand	DSPF	Defence Security Principles Framework
APS	Australian Public Service	ECW	Enhanced Compression Wavelet file format
ARBN	Australian Registered Body Number	ENC	Electronic Navigational Chart
ASD	Australian Signals Directorate	EULA	End User Licence Agreement
ASIO	Australian Security and Intelligence Organisation	FCM	Foliage Cover Model
ASIS	Australian Secret Intelligence Service	GAIT	Geospatial Analysis and Integrity Tool
ATO	Australian Taxation Office	GEOINT	Geospatial-Intelligence
AUSTRAC	Australian Transaction Reports and Analysis Centre	GeoPanel	this AGO Geospatial Goods and Services Panel
AWS	Amazon Web Services, for example AWS S3	GIS	geographic information systems
CASG	Capability, Acquisition and Sustainment Group	GST	Goods and Services Tax
CHM	Canopy Height Model	GFE	Government Furnished Equipment
COD	Conditions of Deed	GFM	Government Furnished Material
COT	Conditions of Tender	HGD	Human Geography Data
CMCA	Contractor Managed Commonwealth Assets	ICSM	Intergovernmental Committee on Surveying and Mapping
		ILS	Integrated Logistics Support

Abbreviation	Description
IPP	Indigenous Procurement Policy
IP	Intellectual Property
ISO	International Standards Organisation
LIA	Local Industry Activity
LOD1	Level of Detail 1
MEC	Multiple Entry Consolidated
NATO	North Atlantic Treaty Organisation
NIC	National Intelligence Community
NtM	Notice to Mariner
OGC	Open Geospatial Consortium
OHS	Occupational Health and Safety
OSA	Organisational Suitability Assessment
ONI	Office of National Intelligence
PPM	Precision Point Mensuration
PT PCP	Payment Times Procurement Connected Policy
PV	Positive Vetting
QA/QC	Quality Assurance/Quality Check
QAC	Quality Assurance Capability
RGB	Red Green Blue
RFQTS or RFQ	Request for Quote and Tasking Statement or Request for Quote
SCCG	Security Classification and Categorisation Guide
SDS	Safety Data Sheet
STR	Statement of Tax Record
TD	Technical Data
UN	United Nations
WHS	Work Health and Safety

**ATTACHMENT H**

**1. DEFINITIONS**

<b>Term</b>	<b>Definition</b>
Acceptance	means signature by the Commonwealth Representative of a Supplies Acceptance Certificate in accordance with clause 6.2 [Acceptance] of the COD; and "Accept" has a corresponding meaning.
Adjustment	means the process by which Labour Rates and Unit Prices are revised in accordance with clauses 7.6 and 7.7 of the COD and Attachment E (Confidential Information and Reporting).
Adjustment Date	means each anniversary of the Base Date (i.e. 26 February each year), starting from the second anniversary of the Base Date (i.e. 26 February 2024).
AGO Geospatial Goods and Services Panel (GeoPanel)	means the panel of suppliers established by the Commonwealth who may be contracted by the Commonwealth to provide Supplies of the kind set out in the Deed.
Approval	means the act of the Commonwealth Representative approving a particular claim, proposal or course of action as a basis for further work under the Deed or any resultant Contract. 'Approve' has a corresponding meaning.
Asbestos Containing Material	has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
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 Supplies.
Authorised Officer	means any person nominated in accordance with clause 3.2 [Authorised Officer] of the COD, or, if no Authorised Officer has been nominated, means the Commonwealth Representative.
Background IP	means IP, other than Third Party IP or Licensed Material, that: <ul style="list-style-type: none"> <li>a. is in existence at the Effective Date or is subsequently brought into existence other than as a result of the performance of the Deed or a Contract; and</li> <li>b. is embodied in, or attaches to, the Supplies, or is otherwise necessarily related to the functioning or operation of the Supplies.</li> </ul>
Base Date	means the same as the base date provided in the COD Details Schedule base date.
Change of Control	means: <ul style="list-style-type: none"> <li>a. a body corporate or entity that Controls the Contractor ceases to Control the Contractor; or</li> <li>b. a body corporate or entity that does not Control the Contractor comes to Control the Contractor.</li> </ul>
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.  A Default by a Commonwealth Contractor is only a Commonwealth Default to the extent such Default arises out of the Commonwealth Contractor's provision of goods or services to the Commonwealth.
Commonwealth Personnel	means any officers, employees or agents of the Commonwealth.

## ATTACHMENT H

Term	Definition
Commonwealth Premises	<p>means any of the following that is owned or occupied by the Commonwealth:</p> <ul style="list-style-type: none"> <li>a. an area of land or any other place (whether or not it is enclosed or built on);</li> <li>b. a building or other structure; and</li> <li>c. a vehicle, vessel or aircraft.</li> </ul>
Confidential Information	<p>of the Contractor, means information of the Contractor or its suppliers that meets all of the following criteria:</p> <ul style="list-style-type: none"> <li>a. is specifically identified as being Confidential Information of the Contractor in Attachment F (Confidential Information and Reporting) or in any Contract;</li> <li>b. is commercially sensitive;</li> <li>c. disclosure would cause unreasonable detriment to the owner of the information or another party; and</li> <li>d. is provided to the Commonwealth with an express or implied understanding that it would remain confidential.</li> </ul> <p>of the Commonwealth, means information (whether or not owned by the Commonwealth) that:</p> <ul style="list-style-type: none"> <li>e. is specifically identified as being Confidential Information of the Commonwealth in: <ul style="list-style-type: none"> <li>(i) Attachment F (Confidential Information and Reporting);</li> <li>(ii) any Confidentiality Deed Poll or other Commonwealth required confidentiality undertaking executed in accordance with COD clause 10.6 [Confidential Information]; or</li> <li>(iii) any Contract; or</li> </ul> </li> <li>f. is otherwise provided to the Contractor with an express or implied understanding that it will remain confidential.</li> </ul> <p>Confidential Information of a party does not include information which:</p> <ul style="list-style-type: none"> <li>(i) is or becomes public knowledge of the other party other than by breach of the Deed or any Contract;</li> <li>(ii) is in the possession of the other party without restriction in relation to disclosure before the date of receipt; or</li> <li>(iii) has been independently developed or acquired by the other party.</li> </ul>
Consolidated Group	<p>means a Consolidated Group or a MEC group as those terms are defined in section 995-1 of the <i>Income Tax Assessment Act 1997</i> (Cth).</p>
Contract	<p>means the enforceable contract that is created when an Official Order is placed under the Deed.</p>
Contractor Managed Commonwealth Assets	<p>means any item of goods owned by the Commonwealth in the care, custody or control of the Contractor, its officers, employees, agents or Subcontractors and may include, but is not limited to, GFM, assets stored as spares, assets under repair, or assets loaned to the Contractor.</p>
Contractor Default	<p>means a Default in relation to the Contract by the Contractor or Contractor Personnel.</p>
Contractor Personnel	<p>means each of the following:</p> <ul style="list-style-type: none"> <li>a. an employee, officer or agent of the Contractor;</li> <li>b. a Subcontractor; and</li> <li>c. an employee, officer or agent of a Subcontractor.</li> </ul>

## ATTACHMENT H

Term	Definition
Contract Price	means the amount payable by the Commonwealth under a Contract made pursuant to the Deed excluding any interest payable under clause 7.8 [Late Payments] of the COD.
Control	means, in relation to the Contractor, any of the following: <ul style="list-style-type: none"> <li>a. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in the Contractor;</li> <li>b. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in the Contractor;</li> <li>c. the ability to appoint or remove a majority of the directors of the Contractor;</li> <li>d. the ability to exercise or control the exercise of the casting of a majority of votes at the meeting of the board of directors of the Contractor; and</li> <li>e. any other means, direct or indirect, of dominating the decision making and financial and operating policies of the Contractor.</li> </ul>
day	means a calendar day.
Deed	means the COD, the Attachments, the Annexes to the Attachments and any other document expressly incorporated as part of the Deed.
Default	means any of the following: <ul style="list-style-type: none"> <li>a. a breach of an express or implied provision of the Deed or a Contract by a party to the Contract; or</li> <li>b. a breach of a Law by any of the following: <ul style="list-style-type: none"> <li>(i) the Commonwealth or Commonwealth Personnel;</li> <li>(ii) a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor; or</li> <li>(iii) the Contractor or Contractor Personnel.</li> </ul> </li> </ul> <p>A breach of a Law by Commonwealth Personnel or an employee, officer or agent of a Commonwealth Contractor is taken to be a Default by the Commonwealth. A breach of a Law by a Commonwealth Contractor is taken to be a Default by the Commonwealth only to the extent such Default arises out of the Commonwealth Contractor's provision of goods or services to the Commonwealth.</p> <p>A breach of a Law by Contractor Personnel is taken to be a Default of the Contractor.</p>
Defence	means the Department of Defence or the ADF.
Defence Personnel	means an employee or member of Defence (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 Purposes	means any purpose within the power of the Commonwealth with respect to the defence of the Commonwealth and includes activities for the purposes of peacekeeping and emergency aid to the civil community, and purposes that are necessary or incidental to those purpose.
Defence Service Provider	means a person, other than Defence Personnel, involved in Defence work or engaged by Defence.



## ATTACHMENT H

Term	Definition
document	includes: <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul>
End User Licence Agreement ( <b>EULA</b> )	means the End User Licence Agreement at Attachment L (End User Licence Agreement ( <b>EULA</b> )).
Excepted Risk	means an event or circumstance that is any of the following: <ul style="list-style-type: none"> <li>a. an act of God, including a natural disaster, such as a bushfire, an earthquake, a flood, a landslide or a cyclone;</li> <li>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;</li> <li>c. confiscation by governments or public authorities; and</li> <li>d. ionising radiation, contamination by radioactivity from nuclear fuel or waste, or combustion of nuclear fuels,</li> </ul> except to the extent that the event or circumstance (or any resulting delay, loss or damage): <ul style="list-style-type: none"> <li>e. arose out of or as a consequence of a Contractor Default; or</li> <li>f. could have been prevented or mitigated, by reasonable care on the part of the Contractor or Contractor Personnel.</li> </ul>
Foreground IP	means IP which is created under or otherwise in connection with the Deed or a Contract, other than Third Party IP or Licensed Material.
General Interest Charge Rate	means the ATO sourced general interest charge rate determined under section 8AAD of the <i>Tax Administration Act 1953</i> (Cth).
Glossary	means this glossary at Attachment H (Glossary) to this Deed.
Government Furnished Material ( <b>GFM</b> )	means the material to be provided by the Commonwealth to the Contractor under the Contract and which is specified as GFM in the applicable Contract.
Goods	means the goods and associated services specified in the Deed and provided under the Contract, including documents, equipment, reports, Intellectual Property, Technical Data, plans, charts, drawings, calculations, tables, schedules, models, software, information and data stored by any means, that are: <ul style="list-style-type: none"> <li>a. brought, or required to be brought into existence, as part of, or for the purposes of providing the Goods;</li> <li>b. incorporated in, supplied, or required to be supplied along with the Goods; or</li> <li>c. copied or derived from the material provided.</li> </ul>
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> and associated taxation legislation. The expressions “adjustment note”, “taxable supply” “taxable importation” and “tax invoice” have the meanings given to those expressions in the GST Act.
GST Group	means a GST group formed in accordance with Division 48 of the GST Act.
Insolvency Event	means, in respect of a person:

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Term	Definition
	<ul style="list-style-type: none"> <li>a. the person becoming bankrupt or insolvent;</li> <li>b. the person becoming subject to one of the forms of external administration provided for in Chapter 5 of the <i>Corporations Act 2001</i>, including: <ul style="list-style-type: none"> <li>(i) the appointment of a person to administer a scheme or compromise in relation to the person in accordance with Part 5.1 of the <i>Corporations Act 2001</i>;</li> <li>(ii) the appointment of a controller or managing controller to the whole or any part of the assets or undertakings of the person in accordance with Part 5.2 of the <i>Corporations Act 2001</i>;</li> <li>(iii) the appointment of an administrator under Part 5.3A of the <i>Corporations Act 2001</i> in relation to the person; or</li> <li>(iv) the appointment of a liquidator or provisional liquidator in relation to the person;</li> </ul> </li> <li>c. the person becoming subject to any form of administration under the laws of a non-Australian jurisdiction which is the same as, or substantially equivalent to, one of those referred to in clause (b) of this definition;</li> <li>d. the person is wound up by resolution or an order of the court;</li> <li>e. the person suffers execution against any of its assets which has an adverse effect on the Contractor's ability to perform its obligations under the Contract;</li> <li>f. the person makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors;</li> <li>g. the person becomes an insolvent under administration; or</li> <li>h. the person ceases to carry on business.</li> </ul>
Intellectual Property	means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, confidential information and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.
Key Persons	means the personnel specified in a Contract as personnel required to undertake the Services, deliver the Goods or be part of the workforce providing the Supplies.
Labour Rates	means the rates set out in Attachment B (Unit Prices, Labour Rates and Pricing Schedule) in respect to the provision of labour Services.
Law	<p>means:</p> <ul style="list-style-type: none"> <li>a. those principles of common law and equity established by decisions of courts; and</li> <li>b. all legislation, statutes, rules, regulations, by-laws, ordinances and subordinated legislation of the Commonwealth, and of Australian States and Territories in force from time to time.</li> </ul>
Legal Services Directions	means the Commonwealth <i>Legal Service Directions 2017</i> made under section 55ZF of the <i>Judiciary Act 1903</i> (Cth).
Licensed Material	means material that is licensed to the Commonwealth under the Deed or a Contract in accordance with the End User Licence Agreement.

## ATTACHMENT H

Term	Definition
Local Industry Activity	means the activities to be undertaken by ANZ industry as set out in the AIC Requirement.
Modern Slavery	has the same meaning as in the <i>Modern Slavery Act 2018</i> (Cth).
month	means a calendar month.
Moral Rights	means: <ul style="list-style-type: none"> <li>a. a right of attribution of authorship;</li> <li>b. a right not to have authorship falsely attributed; or</li> <li>c. a right of integrity of authorship.</li> </ul>
Notifiable Incident	has the meaning given in sections 35 to 37 of the <i>Work Health and Safety Act 2011</i> (Cth).
Official Order	means the document to be used by the Commonwealth in the form set out in Attachment D (Template Official Order) by which the Commonwealth places an order for Supplies and enters into a Contract with the Contractor.
OHS Law	means the <i>Occupational Health and Safety Act 1991</i> (Cth) and the <i>Occupational Health and Safety (Safety Standards) Regulations 1994</i> (Cth).
Ozone Depleting Substances	means any substance identified as having ozone depleting potential in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act.
Organisational Suitability Assessment	means an assessment, which may include a psychological assessment, to determine if the individual is suitable to work in the relevant organisation.
Panel	means a panel of suppliers established by the Commonwealth who may be contracted by the Commonwealth to provide Supplies of the kind set out in the Deed.
Personal Information	has the same meaning as in the <i>Privacy Act 1998</i> (Cth).
Per Diem Amount	means the amount that is equivalent to 60% of the <i>Defence non-SES high cost centres meals and incidentals allowances</i> (set out in Defence travel policy), rounded to the nearest dollar, GST inclusive, as adjusted from time to time.
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"> <li>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;</li> <li>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</li> <li>c. any hazardous chemicals as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).</li> </ul>

## ATTACHMENT H

Term	Definition
Proportionate Liability Law	<p>means any of the following:</p> <ul style="list-style-type: none"> <li>a. <i>Civil Liability Act 2002</i> (NSW) – Part 4;</li> <li>b. <i>Wrongs Act 1958</i> (Vic) – Part IVAA;</li> <li>c. <i>Civil Liability Act 2002</i> (WA) – Part 1F;</li> <li>d. <i>Civil Liability Act 2003</i> (Qld) – Chapter 2, Part 2;</li> <li>e. <i>Civil Law (Wrongs) Act 2002</i> (ACT) – Chapter 7A;</li> <li>f. <i>Proportionate Liability Act 2005</i> (NT);</li> <li>g. <i>Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001</i> (SA) – Part 3;</li> <li>h. <i>Civil Liability Act 2002</i> (Tas) – Part 9A;</li> <li>i. <i>Competition and Consumer Act 2010</i> (Cth) – Part VIA;</li> <li>j. <i>Corporations Act 2001</i> (Cth) – Part 7.10, Div 2A; and</li> <li>k. <i>Australian Securities &amp; Investments Commission Act 2001</i> (Cth) – Part 2, Division 2, Subdivision GA.</li> </ul>
PT PCP	means the Commonwealth Government's <i>Payment Times Procurement Connected Policy</i> .
PT PCP Remediation Plan	means a written remediation plan substantially in the form of Appendix D of the PT PCP.
PT PCP Subcontract	<p>means a subcontract between a Reporting Entity and another party (<b>Other Party</b>) where:</p> <ul style="list-style-type: none"> <li>a. the subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Contract;</li> <li>b. both parties are carrying on business in Australia; and</li> <li>c. the component of the subcontract for the provision of goods or services for the purposes of the Contract has a total value of less than (or is reasonably estimated will not exceed) \$1,000,000 (GST inclusive) during the period of the subcontract, not including any options, extensions, renewals or other mechanisms that may be executed over the life of the subcontract (but including work/official orders entered into that are valued up to \$1 million (GST inclusive) under standing offer (panel) arrangements);</li> </ul> <p>but does not include the following subcontracts:</p> <ul style="list-style-type: none"> <li>d. subcontracts entered into prior to the Reporting Entities' tender response for the Contract;</li> <li>e. subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or</li> <li>f. subcontracts for the purposes of: <ul style="list-style-type: none"> <li>(i) procuring and consuming goods or services overseas; or</li> <li>(ii) procuring real property, including leases and licences.</li> </ul> </li> </ul>
Quotation	means the Contractor's response to any Tasking Statements issued under clause 2.1 [Ordering Supplies] of the COD.
Related Body Corporate	has the meaning given by section 9 of the <i>Corporations Act 2001</i> (Cth).

## ATTACHMENT H

Term	Definition
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.
Reporting Entity	has the meaning in the <i>Payment Times Reporting Act 2020</i> (Cwth).
RFQTS	means the form Request for Quote and Tasking Statement provided to the Contractor in accordance with clause 2.1 [Ordering Supplies] of the COD and attached at Attachment C (Template Request for Quote and Tasking Statement (RFQTS)).
Safety Data Sheet	means a safety data sheet prepared in accordance with the Code of Practice, <i>Preparation of Safety Data Sheets for Hazardous Chemicals</i> , approved under section 274 of the <i>Work Health and Safety Act 2011</i> (Cth).
Services	means the services and associated goods specified in the Deed and provided under the Contract, including documents, equipment, reports, Intellectual Property, Technical Data, plans, charts, drawings, calculations, tables, schedules, models, software, information and data stored by any means, that are: <ul style="list-style-type: none"> <li>a. brought, or required to be brought into existence, as part of, or for the purposes of performing the Services;</li> <li>b. incorporated in, supplied, or required to be supplied along with the Services; or</li> <li>c. copied or derived from the material provided.</li> </ul>
Skill Level	means the predetermined hierarchy governing the complexity of skills and experience of individuals furnishing Services.
Skill Set	means the discrete categories of Services that may be provided under the Panel, and in the case of the Contractor are those detailed in Attachment A (Scope of Goods and Services) to the COD.
Small Business	unless notified otherwise by the Commonwealth, means a business employing less than 100 people (but does not include a wholly-owned subsidiary of a foreign entity).
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</i> .
Subcontractor	means any person, other than the Commonwealth, that for the purposes of a Contract, furnishes goods or services to the Contractor or indirectly to the Contractor through another person; and “Subcontract” has a corresponding meaning.
Subcontractor Personnel	means any officers, employees or agents of a Subcontractor.
Supplies	means Goods or Services (as applicable), and includes any Licensed Material.
Supplies Acceptance Certificate	means a document substantially in the form of Defence form SG 001, or other acceptance certificate required by the Commonwealth from time to time, with any necessary and appropriate adaptations for the nature of the Goods delivered (or other Deliverables or Supplies provided, if applicable).
Supply Performance Attribute	means an attribute that the Contractor will be assessed against in respect of its provision of the Supplies, as described in Attachment N (Performance Assessment Framework).

## ATTACHMENT H

Term	Definition
Technical Data	means all technical know-how and information reduced to material form produced, acquired or used by the Contractor or Subcontractors in relation to the Supplies and includes all data, databases, manuals, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, training materials, source code, software design data, test results, software and software updates and other items describing or providing information relating to the Supplies or their operations.
Term	means the period determined in accordance with clause 1.3 [Term] of the COD.
Third Party IP	means that IP which is owned by a person other than the Commonwealth or the Contractor and is embodied in the Supplies, or attached to the Supplies or is otherwise necessarily related to the functioning or operation of the Supplies, and is limited to commercial off the shelf and military off the shelf items.
Unit Prices	means the prices for individual items of Supplies listed in Attachment B (Unit Prices, Labour Rates and Pricing Schedule).
WHS Legislation	means: <ul style="list-style-type: none"> <li>a. the <i>Work Health and Safety Act 2011</i> (Cth) and the <i>Work Health and Safety Regulations 2011</i> (Cth); and</li> <li>b. any corresponding WHS law as defined in section 4 of the <i>Work Health and Safety Act 2011</i> (Cth).</li> </ul>
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"> <li>a. Saturday, Sunday or public holiday; and</li> <li>b. any day within the two-week period that starts on: <ul style="list-style-type: none"> <li>(i) the Saturday before Christmas Day; or</li> <li>(ii) if Christmas Day falls on a Saturday, Christmas Day.</li> </ul> </li> </ul>

## 2. REFERENCED DOCUMENTS

Reference	Description
<i>Auditor-General Act 1997</i>	<i>Auditor-General Act 1997</i> (Cth)
<i>Australian Code for the Transport of Dangerous Goods by Road and Rail</i>	<i>Australian Code for the Transport of Dangerous Goods by Road and Rail</i>
Australian Consumer Law or ACL	<i>Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010)</i> (Cth)
AIC Better Practice Guide	Australian Industry Capability Better Practice Guide
Black Economy Procurement Connected Policy	<i>Black Economy Procurement Connected Policy – Increasing the integrity of government procurement.</i>
CASG Cost Principles	CASG Cost Principles, as amended from time to time.
<i>Circuit Layouts Act 1989</i>	<i>Circuit Layouts Act 1989</i> (Cth)
CPRs	Commonwealth Procurement Rules
CARM	<i>Complaints and Alternative Resolutions Manual</i>

## ATTACHMENT H

Reference	Description
<i>Copyright Act 1968</i>	<i>Copyright Act 1968 (Cth)</i>
Criminal Code	<i>the Schedule to the Criminal Code Act 1995 (Cth)</i>
Defence and Industry Policy Statement	Defence and Industry Policy Statement
DISP	Defence Industry Security Program. Relevant policy documents available at: <a href="https://www.defence.gov.au/dsvs/industry/DISP-policies.asp">https://www.defence.gov.au/dsvs/industry/DISP-policies.asp</a>
DEFLOGMAN, Part 2, Vol 5	Stocktaking of Defence Assets and Inventory
<i>Designs Act 2003</i>	<i>Designs Act 2003 (Cth)</i>
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.
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>
IRMM	<i>Incident Reporting and Management Manual</i>
IPM	<i>Integrity Policy Manual</i> INTELPOLMAN 12 August 2019 updated March 2021, as amended from time to time, accessible at: <a href="http://drnet/People/DSOM/Pages/SLG-Private-and-Financial-Interests.aspx#Policy">http://drnet/People/DSOM/Pages/SLG-Private-and-Financial-Interests.aspx#Policy</a> .
ISA	<i>Intelligence Services Act 2001 (Cth)</i>
Legal Services Directions	means the Commonwealth <i>Legal Service Directions</i> , as amended from time to time, made under section 55ZF of the <i>Judiciary Act 1903 (Cth)</i> and accessible at: <a href="https://www.ag.gov.au/legal-system/office-legal-services-coordination/legal-services-directions-and-guidance-notes">https://www.ag.gov.au/legal-system/office-legal-services-coordination/legal-services-directions-and-guidance-notes</a>
IPP	<i>Commonwealth Indigenous Procurement Policy</i> . A copy of the IPP is available from: <a href="https://www.niaa.gov.au/resource-centre/indigenous-affairs/commonwealth-indigenous-procurement-policy">https://www.niaa.gov.au/resource-centre/indigenous-affairs/commonwealth-indigenous-procurement-policy</a>
OPSGGM Act	<i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989 (Cth)</i>
<i>Privacy Act 1988</i>	<i>Privacy Act 1988 (Cth)</i>
<i>Trade Marks Act 1995</i>	<i>Trade Marks Act 1995 (Cth)</i>
WHS Act	<i>Work Health and Safety Act 2011 (Cth)</i>
WHS Regulations	<i>Work Health and Safety Regulations 2011 (Cth)</i>
WGEA	<i>Workplace Gender Equality Act 2012 (Cth)</i>
WGEA Procurement Principles	<i>Workplace Gender Equality Procurement Principles</i>

**ATTACHMENT I – ADDITIONAL SECURITY REQUIREMENTS****1 SECURITY CLASSIFICATION REQUIREMENTS****1.1 Protection of Classified Material**

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- 1.1.1 This clause 1.1 applies to the performance of a Contract if the Contractor is provided with, or creates, any classified material in the performance of that Contract.
- 1.1.2 The classification of work to be performed, and Material used or created, under the applicable Contract will be up to, and including, the classification level specified in the applicable Contract. The Contractor shall at all times while work is being performed in respect of classified material under each relevant Contract:
- a. possess a facility clearance at the classification level specified in the applicable Contract for document, information and equipment storage; and
  - b. comply with the requirements and procedures of the Defence Security Principles Framework (“**DSPF**”), as amended from time to time.
- 1.1.3 The Contractor shall immediately classify all Material in its possession or control relating to the performance of this Contract in accordance with the DSPF and any applicable Security Classification Grading Document provided to the Contractor by the Commonwealth Authorised Officer. For avoidance of doubt, the previous sentence does not apply to Material that holds a classification prior to its possession or control by the Contractor. The Contractor shall ensure that all Material with a security classification (“**Classified Material**”) is safeguarded and protected according to its level of classification having regard to the applicable DSPF requirements.
- 1.1.4 The Contractor shall not release or disclose Classified Material furnished to it or generated pursuant to this Contract to an unauthorised party, including a representative of another country, without the prior written approval of the Commonwealth Authorised Officer.
- 1.1.5 The Contractor shall promptly report to the Commonwealth Authorised Officer any instance in which it is known or suspected that Classified Material furnished or generated under this Contract has been either lost or disclosed to unauthorised parties, including a representative of another country.

**2 PERSONNEL SECURITY CLEARANCES****2.1 Security Clearances**

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- 2.1.1 This clause 2.1 applies to the performance of a Contract if the relevant Contract requires one or more of the Contractor Personnel to hold a Positive Vetting (“**PV**”) or other specified level of security clearance.
- 2.1.2 In accordance with the Contract, and as otherwise specified by the Commonwealth in writing, the Contractor shall ensure its Contractor Personnel:
- a. hold a PV security clearance (or other specified level of security clearance) issued by the Australian Government Security Vetting Agency (“**AGSVA**”) prior to commencing work under the Contract; and
  - b. maintain that level of security clearance for as long as they perform work under the Contract.
- 2.1.3 Where members of Contractor Personnel requiring a PV clearance (or other specified level of security clearance) do not have an existing PV security clearance (or other specified level of security clearance), the Contractor shall ensure that those Contractor Personnel provide such information and attend such interviews as may be required for the Commonwealth to assess whether a PV security clearance (or other specified level of security clearance) should be granted.
- 2.1.4 The Contractor is responsible for the costs of Contractor time and incidental expenses associated with security assessment of Contractor Personnel, and unless otherwise agreed by the Commonwealth in writing, the Contractor is responsible for security assessment costs as specified in the Service Level Charter of the AGSVA, as updated from time.



**2.2 Security Clearance Management**

- 2.2.1 The Contractor shall ensure its Contractor Personnel comply with all applicable AGSVA security clearance-related reporting requirements, including notifying AGSVA of any Contractor Personnel changes in circumstances.
- 2.2.2 The Commonwealth may, at its absolute discretion, and without having or providing any reason and without incurring any liability whatsoever to the Contractor or Contractor Personnel, withdraw, limit or suspend the security clearance in respect of particular Contractor Personnel issued with a Defence security clearance and shall so notify the Contractor in writing. Upon receipt of such notification, the Contractor shall, at no additional cost to the Commonwealth:
  - a. arrange for the prompt removal of the person(s) to whom the notification refers; and
  - b. negotiate with the Commonwealth Authorised Officer for a suitable replacement at the earliest opportunity.
- 2.2.3 A requirement to replace any Contractor Personnel under clause 2.2.2b shall not constitute an act or event that is beyond the control of the Contractor in meeting the requirements of this Contract.
- 2.2.4 If:
  - a. the Contractor is unable to provide acceptable, security cleared replacement Contractor Personnel in a timely manner; and
  - b. in the reasonable opinion of the Commonwealth Authorised Officer, the Contractor will therefore not be able to complete the Supplies by the Contracted delivery date (or other date for performance of the Supplies),
 the Commonwealth may terminate this Contract in accordance with clause 12.2 [Termination for Contractor Default] of the Conditions of Deed.

**2.3 Contractor Personnel Security Training**

- 2.3.1 This clause 2.3 applies to the performance of a Contract if the relevant Contract requires one or more of the Contractor Personnel to hold a Positive Vetting (“PV”) security clearance (or other specified level of security clearance).
- 2.3.2 The Contractor shall, as directed by the Commonwealth, ensure all PV security cleared Contractor Personnel (and other personnel who are required to hold another specified level of security clearance) attend and complete one or more of the following Security Training requirements no later than the specified times (unless a later time is agreed by the Commonwealth in writing):

Security Training requirement:		Specified time to complete:
a.	Day One Security Awareness Training and relevant compartment briefs:	no later than the first day that the relevant Contractor Personnel commences providing Supplies under the Contract;
b.	Day Two Security Awareness Training and other mandatory training:	no later than four (4) weeks from the date that the relevant Contractor Personnel commences providing Supplies under the Contract; and
c.	Security Refresher Training:	on an annual basis: <ul style="list-style-type: none"> <li>• no later than four (4) weeks from the date that the relevant Contractor Personnel commences providing Supplies under the Contract; and</li> <li>• on an annual basis thereafter whilst the Contractor Personnel continues to provide Supplies under the Contract.</li> </ul>

- 2.3.3 To avoid any doubt, where the Contractor Personnel has undertaken Security Training under a different contract for an Intelligence Agency, the Contractor Personnel is not required to re-

attend the training specified in clauses 2.3.2a and 2.3.2b, unless the Commonwealth requests the Contractor Personnel to do so.

2.3.4 The Commonwealth will:

- a. upon the request of the Contractor, provide details of the time, date and location of the Security Training;
- b. be responsible for the costs of the Commonwealth in providing the Security Training;
- c. not reimburse any travel and accommodation expenses incurred by the Contractor Personnel in attending the Security Training;
- d. not pay the Contractor Personnel's hourly rate for the time spent by the Contractor Personnel travelling to and from the Security Training; and
- e. not, unless otherwise agreed by the Commonwealth in writing prior to the training occurring, pay the Contractor's hourly rate for the time spent by the Contractor Personnel attending the Security Training.

### 3 PSYCHOLOGICAL ASSESSMENT (PA)

3.1.1 The Contractor shall ensure that relevant Contractor Personnel submit to a Psychological Assessment ('PA') (also described as an Organisational Suitability Assessment ('OSA')) if:

- a. specified in the applicable Contract; or
- b. if otherwise specified by the Commonwealth in its absolute discretion, in respect of Contractor Personnel who are required to hold a PV or other level security clearance, regardless of whether or not the person holds a PV (or other level security clearance) at that time.

3.1.2 Should a Contractor Personnel not agree to submit to a PA, the Contractor shall not provide that person for, or shall remove that person from, the performance of work under the Contract. Should the Contractor Personnel agree to submit to a PA the Commonwealth shall:

- a. make the necessary interview arrangements;
- b. be responsible for the costs of the Commonwealth conducting the PA; and
- c. reimburse reasonable travel and accommodation expenses incurred by the Contractor Personnel in attending the PA interview, subject to the substantiation of such expenses to the satisfaction of the Commonwealth Authorised Officer.

3.1.3 The Commonwealth will not pay the Contractor's hourly rate for the time spent by the Contractor Personnel attending, or travelling to and from, the interview.

3.1.4 Following the conduct of a PA, the Commonwealth shall notify the Contractor whether the Contractor Personnel has been assessed as:

- a. suitable to perform work under the Contract; or
- b. approved to perform work under the Contract subject to such conditions or further action as the Commonwealth may require; or
- c. not suitable to perform work under the Contract,

and the Commonwealth shall not be:

- d. required to substantiate or provide reasons for its assessment; or
- e. subject to clauses 3.1.8 and 3.1.9, in any way liable in respect of any claims by any person in respect of that assessment.

3.1.5 Where a Contractor Personnel has been approved under clause 3.1.4b to work under the Contract subject to the taking of further action, the Contractor shall seek and provide to the Commonwealth the written consent of that person to undertake the course of action required by the Commonwealth.

3.1.6 The Contractor shall not provide, for the performance of work under the Contract, any Contractor Person who, having undertaken a PA:

- a. does not agree to the course of action required by the Commonwealth;

- b. does not comply with any conditions imposed by the Commonwealth; or
  - c. has been assessed as being not suitable to perform work under the Contract.
- 3.1.7 If clause 3.1.6 applies to current Contractor Personnel, the Contractor shall, at no additional cost to the Commonwealth, arrange for the prompt removal of the person(s) affected and negotiate with the Commonwealth's Authorised Officer for a suitable replacement at the earliest opportunity.
- 3.1.8 The Contractor shall indemnify and hold harmless the Commonwealth against any liability, loss, damage, cost or expense whatsoever incurred by the Commonwealth as a result of a claim made against the Commonwealth by any Contractor Personnel in respect of a PA conducted under this clause 3.
- 3.1.9 The indemnity in clause 3.1.8 will be reduced to the extent that the claim results from the negligent or unlawful conduct of the Commonwealth, as substantiated by the Contractor.

## **4 ACCESS TO COMMONWEALTH PREMISES**

### **4.1 General conditions of Access**

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- 4.1.1 The Commonwealth shall, during the period of this Contract, provide such Contractor Personnel with access to Commonwealth premises to the extent the Commonwealth considers, in its absolute discretion, that access is required. Any such access shall only be provided as agreed in writing by the Commonwealth's Authorised Officer and only for the purpose of performing obligations under a relevant Contract.
- 4.1.2 The Contractor acknowledges, and shall ensure all its relevant Personnel agree, that all Contractor Personnel may be escorted at all times while on Commonwealth Premises if the person:
- a. has not met any the security requirements in clause 2 or as otherwise required in the relevant Contract, or
  - b. has not met any applicable PA requirements in clause 3 or as otherwise required in the relevant Contract.
- 4.1.3 In addition to its rights under the Conditions of Deed and the relevant Contract, the Commonwealth may, at its absolute discretion, and without having or providing any reason and without coming under any liability whatsoever, withdraw, limit or suspend the permission for access in respect of particular Contractor Personnel to Commonwealth Premises and shall so notify the Contractor, in writing. Upon receipt of such notification, the Contractor shall, at no additional cost to the Commonwealth, arrange for the prompt removal of the person(s) to whom the notification refers and negotiate with the Commonwealth Authorised Officer for a suitable replacement at the earliest opportunity.
- 4.1.4 A requirement to replace any Contractor Personnel under clause 4.1.3 shall not constitute an act or event that is beyond the control the Contractor in meeting the requirements of any Contract.
- 4.1.5 The Contractor shall comply with, and require persons afforded access to Commonwealth Premises to comply with, all relevant Commonwealth safety and security requirements, regulations, standing orders, or codes of behaviour for the Commonwealth Premises.

### **4.2 Random searches**

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- 4.2.1 The Contractor acknowledges, and shall inform Contractor Personnel, that a condition of entry to Commonwealth Premises is that all persons will be subject to random carried item searches. Contractor Personnel who do not agree to submit to a random carried item search or to store carried items outside controlled areas will be refused entry to Commonwealth Premises. Should Contractor Personnel be found to be in possession of:
- a. Classified Material without proper authorisation;
  - b. Material relating to this Contract or obtained in the performance of this Contract (including Commercial-In-Confidence Information) without proper authorisation; or
  - c. items listed as 'prohibited items' for the premises,

then in addition to the Commonwealth's rights under any Contract and otherwise, the Commonwealth may refer the matter to the Australian Federal Police for investigation.

#### **4.3 Storage Media and Electronic Equipment**

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- 4.3.1 Contractor Personnel shall not import or remove electronic equipment or storage media from Commonwealth Premises without the express written permission of the Commonwealth (which may be withheld in the Commonwealth's absolute discretion). Removal of electronic equipment and storage media from Commonwealth Premises will not be permitted if the items have potentially been compromised by classified information and cannot be sanitised in accordance with the Australian Government Information Security Manual.

### **5 PROHIBITION ON PUBLIC COMMENT AND ADVERTISING**

- 5.1.1 Subject to clause 5.1.2, and in addition to its confidentiality obligations under the Deed and each Contract, the Contractor shall not without the prior written permission of the Commonwealth Authorised Officer (which may be withheld in the Commonwealth's absolute discretion) disclose to any third party or otherwise publicise:
- a. the fact that it is negotiating or has entered into any Contract or any matters relating to its rights or obligations under any Contract; or
  - b. any information or matter that was acquired or prepared by or on behalf of AGO, the Australian Signals Directorate ('**ASD**'), the Defence Intelligence Office ('**DIO**'), or any other National Intelligence Community agency (as defined in the *Office of National Intelligence Act 2018* (Cth)) ('**NIC entity**'), in connection with the NIC entity's functions or relates to the performance by the NIC entity of its functions.
- 5.1.2 Clause 5.1.1 does not apply in respect to information which has been made publicly available by the Commonwealth (such as via AusTender) or otherwise lawfully by a third party.
- 5.1.3 In granting permission under clause 5.1.1, the Commonwealth Authorised Officer may impose restrictions and conditions as it sees fit.
- 5.1.4 Except where the Commonwealth Authorised Officer has granted written permission under clause 5.1.1, the Contractor may only discuss matters relating to its obligations under this Contract with other persons who:
- a. are cleared to the appropriate security level for the matters to be discussed; and
  - b. have a genuine need to know.

### **6 BREACH OR NON-OBSERVANCE OF SECURITY RELATED REQUIREMENTS**

- 6.1.1 Where there has been a breach or non-observance by the Contractor, Contractor Personnel, or any of their agents of any obligation in this Attachment I [Additional Security Requirements], the Commonwealth Authorised Officer may:
- a. notify the Contractor that in his or her opinion the breach or non-observance is of a fundamental nature and is incapable of being remedied by the Contractor; and
  - b. issue to the Contractor a notice of termination for default under clause 12.2 [Termination for Contractor Default] of the Conditions of Deed.

## ATTACHMENT J – CONFIDENTIALITY DEED POLL

### FOR ENTITIES

This **Confidentiality Deed Poll** is made on **(INSERT DATE)** by:

**(INSERT FULL NAME OF CONFIDANT)**

of **(INSERT ADDRESS OF CONFIDANT)**

(‘the **Confidant**’)

in favour of the **Commonwealth of Australia** as represented by the Department of Defence ABN 68 706 814 312 (‘the **Commonwealth**’).

### RECITALS:

- A. **[For the Contractor only; not Subcontractors]** The Confidant and the Commonwealth are parties to a deed of standing offer for the GeoPanel (SON3849706), under which the Commonwealth may purchase Geospatial products and services (‘the **Supplies**’) from the Confidant (referred to as the ‘Contractor’ under that deed of standing offer).
- B. **[For a Subcontractor of the Contractor only; not the Contractor:] (INSERT FULL LEGAL NAME OF CONTRACTOR TO DEED OF STANDING OFFER) ABN/ACN (INSERT ##)** (‘the **Contractor**’) and the Commonwealth are parties to a deed of standing offer (SON3849706), under which the Commonwealth has or may purchase Geospatial products and services (‘the **Supplies**’).
- A. **[For a Subcontractor of the Contractor only; not the Contractor:]** The Confidant is a subcontractor of the Contractor and may become aware of or have access to Confidential Information of the Commonwealth in order to perform the Supplies.
- B. The Confidant agrees to take all necessary steps to ensure that the Confidential Information is kept confidential, and is used for the Permitted Purposes.

### AGREED TERMS

#### 1. DEFINITIONS

1.1 In the interpretation of this Confidentiality Deed Poll, unless the contrary intention appears:

“**Confidential Information**” means:

- a. any information that is identified at Schedule 1 to this Confidentiality Deed Poll; and
- b. any other information:
  - (i) that is commercially or nationally sensitive (not generally known or ascertainable);
  - (ii) the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and
  - (iii) that was provided with an express or implied understanding that it would remain confidential;

but does not include information which:

- a. is or becomes public knowledge other than by breach of this Confidentiality Deed Poll;
- b. is in the possession of the party without restriction in relation to disclosure before the date of receipt; or
- c. has been independently developed or acquired by the receiving party.

“**Documents**” include:

- 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.

**“Permitted Purposes”** means

- a. the purposes described in Schedule 1 to this Confidentiality Deed Poll; and
- b. any other purpose that may be approved in writing by the Commonwealth from time to time.

**“Personnel”** means any officer, employee, or agent of the Confidant.

**“Related Body Corporate”** has the meaning given by section 9 of the *Corporations Act 2001* (Cth).

**“Business Day”**, in relation to the doing of an action in a place, means any day in that place other than:

- a. Saturday, Sunday or National public holiday; and
- b. any day within the two-week period beginning on the first Saturday that falls before Christmas Day (or from Christmas Day when it falls on a Saturday).

## 2. “INTERPRETATION

### 2.1 In this Confidentiality Deed Poll:

- a. headings are for the purpose of convenient reference only and do not form part of this Confidentiality Deed Poll;
- b. the singular includes the plural and vice versa;
- c. a reference to one gender includes the 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 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 unless otherwise stated;
- 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 date of entering into this Confidentiality Deed Poll, 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 ‘or’ is that of the inclusive, being one, some or all of a number of possibilities; and
- l. 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 this Confidentiality Deed Poll.

## 3. CONFIDENTIALITY UNDERTAKINGS

### 3.1 The Confidant:

- a. acknowledges and agrees that this Confidentiality Deed Poll is for the benefit of the Commonwealth and is directly enforceable by the Commonwealth;
- b. shall ensure that the Confidential Information is kept confidential and secure from disclosure;

- c. shall only use the Confidential Information for the Permitted Purposes;
  - d. shall not, without the prior written consent of the Commonwealth, disclose or permit any person to disclose any of the Confidential Information to any person, other than as permitted under clause **Error! Reference source not found.**; and
  - e. shall promptly notify the Commonwealth of any unauthorised possession, disclosure or use of the Confidential Information contrary to this Confidentiality Deed Poll, and take all steps necessary to prevent the recurrence of such possession, disclosure or use.
- 3.2 Clause **Error! Reference source not found.** does not apply to a disclosure of any Confidential Information to the extent that the disclosure is for any of the following purposes:
- a. as required or authorised by law;
  - b. as necessary for the conduct of any legal proceedings; or
  - c. 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; or
    - (iii) any of the Confidant's Personnel who need to know the information to enable the Confidant to carry out the Permitted Purposes.
- 3.3 The Confidant acknowledges that it may be provided with the ability to access Commonwealth-held information (in addition to the Confidential Information) in connection with its performance of the Permitted Purposes, including through access to Commonwealth information technology systems. Without limiting the Confidant's other obligations under this Confidentiality Deed Poll or otherwise at law, in equity, or otherwise, the Confidant shall not seek to access or use Commonwealth-held information except to the extent strictly required to undertake the Permitted Purposes.
- 4. CONFIDANT'S REPRESENTATIVES**
- 4.1 The Confidant shall ensure that its Personnel, whether or not still employed or engaged in that capacity, do not do or omit to do anything which, if done or omitted to be done by the Confidant, would be a breach of the Confidant's obligations under this Confidentiality Deed Poll.
- 4.2 The Confidant shall give the Commonwealth all assistance it reasonably requires to take any action or bring any proceedings for breach of the undertaking contained in clause **Error! Reference source not found.**
- 5. RETURN OF CONFIDENTIAL INFORMATION**
- 5.1 Without limiting the Confidant's obligations at law, in equity, or otherwise, the Confidant shall deliver to the Commonwealth, or destroy or erase, as required by the Commonwealth, all Documents and any other material (including electronically stored or otherwise) in its possession, power or control which contain or relate to the Confidential Information on the earlier of:
- a. the date specified in a notice given by the Commonwealth (acting reasonably), and
  - b. the time the Documents and any other material are no longer required for the Permitted Purposes.
- 5.2 The Confidant may retain, and will not be required to return or destroy, any documents containing or relating to Confidential Information, where such documents are:
- a. retained in order to comply with any legal, professional or insurance obligations; or
  - b. stored in electronic backups or records that are produced in the normal course of business where it is not reasonably practicable to destroy such backups or records.
- 5.3 If the Commonwealth gives a notice under this clause **Error! Reference source not found.**, and the Confidant has placed or is aware that Documents containing the Confidential Information are beyond its possession or control, then the Confidant shall provide full particulars of the whereabouts of the Documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.

5.4 The Confidant shall ensure that its Personnel and each person to whom it (or its Personnel) has disclosed any Confidential Information comply with the requirements of this clause **Error! Reference source not found.** as if personally bound by it.

5.5 Return or destruction of any Confidential Information does not release the Confidant from its obligations under this Confidentiality Deed Poll.

## 6. SURVIVAL

6.1 This Confidentiality Deed Poll shall survive the termination or expiry of any contract or agreement between the Confidant and the Commonwealth.

## 7. INDEMNITY

7.1 The Confidant indemnifies the Commonwealth, its officers, employees and agents against all liability or loss arising directly or indirectly from, and any costs, charges and expenses (including the cost of settling any action) arising or incurred in connection with:

- a. any breach by the Confidant of this Confidentiality Deed Poll; or
- b. any act or omission by any of the Confidant's Personnel which, if done or omitted to be done by the Confidant, would breach of the Confidant's obligations under this Confidentiality Deed Poll.

## 8. INJUNCTIVE RELIEF

8.1 The Confidant acknowledges that damages may not be a sufficient remedy for the Commonwealth for any breach of this Confidentiality Deed Poll and that the Commonwealth is entitled to injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or in equity.

## 9. WAIVER

9.1 Failure by the Commonwealth to enforce a provision of this Confidentiality Deed Poll shall not be construed as in any way affecting the enforceability of that provision or this Confidentiality Deed Poll as a whole.

## 10. REMEDIES CUMULATIVE

10.1 The rights and remedies provided under this Confidentiality Deed Poll are cumulative and not exclusive of any rights or remedies provided by law, in equity or otherwise.

## 11. OTHER INSTRUMENTS

11.1 Subject to the other covenants of this Confidentiality Deed Poll, the rights and obligations of the Commonwealth, and the Confidant pursuant to this Confidentiality Deed Poll are in addition to, and not in derogation of, any other right or obligation between the Commonwealth and the Confidant under any other deed or agreement to which they are parties.

## 12. VARIATIONS AND AMENDMENTS

12.1 No term or provision of this Confidentiality Deed Poll shall be amended or varied unless such amendment or variation is agreed by the Commonwealth in writing.

## 13. APPLICABLE LAW

13.1 The laws of New South Wales (NSW) shall apply to this Confidentiality Deed Poll. The courts of NSW shall have non-exclusive jurisdiction to decide any matter arising out of this Confidentiality Deed Poll.



**14. NOTICES**

14.1 Unless the contrary intention appears, any notice under this Confidentiality Deed Poll shall be effective if it is in writing and sent from and delivered to the Commonwealth or Confidant, as the case may be, as detailed below:

- a. **[INSERT COMMONWEALTH ADDRESS, FAX NUMBER AND EMAIL];** or
- b. **(INSERT CONFIDANT ADDRESS, FAX NUMBER AND EMAIL).**

14.2 A notice given in accordance with this clause **Error! Reference source not found.** 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 deemed to be delivered at 9.00am (recipient's local time) on the next Working Day.

**SIGNED AND DELIVERED AS A DEED POLL**

[Appropriate signature block to be inserted based on Confidant's legal status.]

**Schedule 1**

**CONFIDENTIAL INFORMATION**

The following is Confidential Information of the Commonwealth:

- (DESCRIPTION OF CONFIDENTIAL INFORMATION TO BE INCLUDED BY THE COMMONWEALTH HEREVIDED)

**PERMITTED PURPOSES**

**[For the Contractor only; not for Subcontractors:]** The sole purpose of providing the Supplies to the Commonwealth.

**[For a Subcontractor of the Contractor only; not for the contractor:]** The sole purpose of providing the Supplies to the Commonwealth on behalf of the Contractor.

## ATTACHMENT K – CONFIDENTIALITY DEED POLL

## FOR INDIVIDUAL PERSONS

This Confidentiality Deed Poll is made on (INSERT DATE) by:

**(INSERT FULL NAME OF CONFIDANT)**

of **(INSERT ADDRESS OF CONFIDANT)**

(‘the Confidant’)

in favour of the **Commonwealth of Australia** as represented by the Department of Defence ABN 68 706 814 312 (‘the Commonwealth’).

## RECITALS:

- A. **(INSERT FULL LEGAL NAME OF CONTRACTOR TO DEED OF STANDING OFFER)** ABN/ACN **(INSERT ##)** (‘the Contractor’) and the Commonwealth are parties to a deed of standing offer for the GeoPanel (SON3849706), under which the Commonwealth has or may purchase geospatial products and services (‘the Supplies’).
- A. The Confidant is [an employee / a subcontractor / an employee of a subcontractor (*select as appropriate*)] of the Contractor and may become aware of or have access to Confidential Information of the Commonwealth in order to perform the Supplies.
- B. The Confidant agrees to take all necessary steps to ensure that the Confidential Information is kept confidential, and is used for the Permitted Purposes.

## AGREED TERMS

## 1. DEFINITIONS

1.1 In the interpretation of this Confidentiality Deed Poll, unless the contrary intention appears:

“**Confidential Information**” means:

- a. any information that is identified at Schedule 1 to this Confidentiality Deed Poll; and
- b. any other information:
  - (i) that is commercially or nationally sensitive (not generally known or ascertainable);
  - (ii) the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and
  - (iii) that was provided with an express or implied understanding that it would remain confidential;

but does not include information which:

- c. is or becomes public knowledge other than by breach of this Confidentiality Deed Poll;
- d. is in the possession of the party without restriction in relation to disclosure before the date of receipt; or
- e. has been independently developed or acquired by the receiving party.

“**Documents**” include:

- 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.

“**Permitted Purposes**” means

- a. the purposes described in Schedule 1 to this Confidentiality Deed Poll; and
- b. any other purpose that may be approved in writing by the Commonwealth from time to time.

“**Personnel**” means any officer, employee, or agent of the Confidant (if any).

“**Business Day**”, in relation to the doing of an action in a place, means any day in that place other than:

- a. Saturday, Sunday or National public holiday; and
- b. any day within the two-week period beginning on the first Saturday that falls before Christmas Day (or from Christmas Day when it falls on a Saturday).

## 2. INTERPRETATION

### 2.1 In this Confidentiality Deed Poll:

- a. headings are for the purpose of convenient reference only and do not form part of this Confidentiality Deed Poll;
- b. the singular includes the plural and vice versa;
- c. a reference to one gender includes the 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 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 unless otherwise stated;
- 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 date of entering into this Confidentiality Deed Poll, 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 ‘or’ is that of the inclusive, being one, some or all of a number of possibilities; and
- l. 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 this Confidentiality Deed Poll.

## 3. CONFIDENTIALITY UNDERTAKINGS

### 3.1 The Confidant:

- a. acknowledges and agrees that this Confidentiality Deed Poll is for the benefit of the Commonwealth and is directly enforceable by the Commonwealth;
- b. shall ensure that the Confidential Information is kept confidential and secure from disclosure;
- c. shall only use the Confidential Information for the Permitted Purposes;
- d. shall not without the prior written consent of the Commonwealth, disclose or permit any person to disclose any of the Confidential Information to any person, other than as permitted under clause 3.2; and
- e. shall promptly notify the Commonwealth of any unauthorised possession, disclosure or use of the Confidential Information contrary to this Confidentiality Deed Poll, and take all steps necessary to prevent the recurrence of such possession, disclosure or use.

- 3.2 Clause 3.1 does not apply to a disclosure of any Confidential Information to the extent that the disclosure is for any of the following purposes:
- a. as required or authorised by law;
  - b. as necessary for the conduct of any legal proceedings; or
  - c. 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; or
    - (ii) any of the Confidant's Personnel who need to know the information to enable the Confidant to carry out the Permitted Purposes.

- 3.3 The Confidant acknowledges that it may be provided with the ability to access Commonwealth-held information (in addition to the Confidential Information) in connection with its performance of the Permitted Purposes, including through access to Commonwealth information technology systems. Without limiting the Confidant's other obligations under this Confidentiality Deed Poll or otherwise at law, in equity, or otherwise, the Confidant shall not seek to access or use Commonwealth-held information except to the extent strictly required to undertake the Permitted Purposes.

#### **4. CONFIDANT'S REPRESENTATIVES**

- 4.1 The Confidant shall ensure that its Personnel (if any), whether or not still employed or engaged in that capacity, do not do or omit to do anything which, if done or omitted to be done by the Confidant, would be a breach of the Confidant's obligations under this Confidentiality Deed Poll.
- 4.2 The Confidant shall give the Commonwealth all assistance it reasonably requires to take any action or bring any proceedings for breach of the undertaking contained in clause 4.1.

#### **5. RETURN OF CONFIDENTIAL INFORMATION**

- 5.1 Without limiting the Confidant's obligations at law, in equity, or otherwise the Confidant shall deliver to the Commonwealth, or destroy or erase, as required by the Commonwealth, all Documents and any other material (including electronically stored or otherwise) in its possession, power or control which contain or relate to the Confidential Information on the earlier of:
- a. the date specified in a notice given by the Commonwealth (acting reasonably), and
  - b. the time the Documents and any other material are no longer required for the Permitted Purposes.
- 5.2 The Confidant may retain, and will not be required to return or destroy, any documents containing or relating to Confidential Information, where such documents are:
- a. retained in order to comply with any legal, professional or insurance obligations; or
  - b. stored in electronic backups or records that are produced in the normal course of business where it is not reasonably practicable to destroy such backups or records.
- 5.3 If the Commonwealth gives a notice under this clause 5, and the Confidant has placed or is aware that Documents containing the Confidential Information are beyond its possession or control, then the Confidant shall provide full particulars of the whereabouts of the Documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.
- 5.4 The Confidant shall ensure that its Personnel and each person to whom it (or its Personnel) has disclosed any Confidential Information comply with the requirements of this clause 5 as if personally bound by it.
- 5.5 Return or destruction of any Confidential Information does not release the Confidant from its obligations under this Confidentiality Deed Poll.

**6. SURVIVAL**

- 6.1 This Confidentiality Deed Poll shall survive the termination or expiry of any contract or agreement between the Confidant and the Commonwealth.

**7. INJUNCTIVE RELIEF**

- 7.1 The Confidant acknowledges that damages may not be a sufficient remedy for the Commonwealth for any breach of this Confidentiality Deed Poll and that the Commonwealth is entitled to injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or in equity.

**8. WAIVER**

- 8.1 Failure by the Commonwealth to enforce a provision of this Confidentiality Deed Poll shall not be construed as in any way affecting the enforceability of that provision or this Confidentiality Deed Poll as a whole.

**9. REMEDIES CUMULATIVE**

- 9.1 The rights and remedies provided under this Confidentiality Deed Poll are cumulative and not exclusive of any rights or remedies provided by law, in equity or otherwise.

**10. OTHER INSTRUMENTS**

- 10.1 Subject to the other covenants of this Confidentiality Deed Poll, the rights and obligations of the Commonwealth, and the Confidant pursuant to this Confidentiality Deed Poll are in addition to, and not in derogation of, any other right or obligation between the Commonwealth and the Confidant under any other deed or agreement to which they are parties.

**11. VARIATIONS AND AMENDMENTS**

- 11.1 No term or provision of this Confidentiality Deed Poll shall be amended or varied unless such amendment or variation is agreed by the Commonwealth in writing.

**12. APPLICABLE LAW**

- 12.1 The laws of New South Wales (NSW) shall apply to this Confidentiality Deed Poll. The courts of NSW shall have non-exclusive jurisdiction to decide any matter arising out of this Confidentiality Deed Poll.

**13. NOTICES**

- 13.1 Unless the contrary intention appears, any notice under this Confidentiality Deed Poll shall be effective if it is in writing and sent from and delivered to the Commonwealth or Confidant, as the case may be, as detailed below:

- a. **[INSERT COMMONWEALTH ADDRESS, FAX NUMBER AND EMAIL];** or
- b. **(INSERT CONFIDANT ADDRESS, FAX NUMBER AND EMAIL).**

- 13.2 A notice given in accordance with this clause 13 is deemed to be delivered:

- a. if hand delivered, when received at the address;
- b. if sent by pre-paid post, in three (3) 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 deemed to be delivered at 9.00am (recipient's local time) on the next Working Day.

**SIGNED AND DELIVERED AS A DEED POLL**

[Appropriate signature block to be inserted based on Confidant's legal status.]

**Schedule 1**

**CONFIDENTIAL INFORMATION**

The following is Confidential Information of the Commonwealth:

- (DESCRIPTION OF CONFIDENTIAL INFORMATION TO BE INCLUDED BY THE COMMONWEALTH HEREVIDED)

**PERMITTED PURPOSES**

The sole purpose of providing the Supplies to the Commonwealth on behalf of the Contractor.



## ATTACHMENT L

## AGO GEOPANEL STANDARD END USER LICENCE AGREEMENT

## BETWEEN

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

acting through the part of the Department of Defence known as the Australian Geospatial-Intelligence Organisation ('AGO')

and

**(INSERT FULL NAME OF CONTRACTOR)**

ABN **(INSERT CONTRACTOR'S ABN)**

('Contractor')

**[If applicable]** as the authorised reseller of **[PRODUCTS]** for **[FULL NAME OF IP RIGHTS HOLDER]**

## 1 OWNERSHIP OF LICENSED MATERIAL

1.1.1 Nothing in this End User Licence Agreement ('EULA') affects the ownership of the Intellectual Property in any Licensed Material.

## 2 LICENCE TO USE LICENSED MATERIALS

### 2.1 Licence for the Commonwealth, ADO and NIC

---

2.1.1 The Contractor hereby grants to the Commonwealth and all other Australian Defence Organisation ('ADO') and National Intelligence Community ('NIC') entities a Licence to:

- a. Use the Licensed Material for Defence Purposes or NIC Purposes, or both; and
- b. Sublicense or authorise the Licensed Material to Suppliers to Use the Licensed Material for, or on behalf of, the Commonwealth or other ADO or NIC entity, and to Communicate the Licensed Material to Suppliers for the purposes in clause 2.1.1a, provided that:
  - (i) the Supplier (and its Suppliers) are authorised to Use the Licensed Material for, or on behalf of, the Commonwealth or other ADO or NIC entity and only for Defence Purposes, or NIC Purposes, or both;
  - (ii) the Supplier (and its Suppliers) do not further sublicense or authorise the use of the Licensed Material to a third party;
  - (iii) the Supplier (and its Suppliers) to comply with the limitations in this EULA as if it were the Commonwealth, ADO or NIC entity; and
  - (iv) requires the Supplier to destroy or return the Licensed Material to the Commonwealth, ADO or NIC entity upon completion of the Supplier's engagement (but the Supplier and its Suppliers may retain a copy of the Licensed Material for its internal record keeping purposes or as otherwise required by law).

2.1.2 The Commonwealth will, and will ensure other ADO and NIC entities, take appropriate steps to enforce the requirements in clause 2.1.1 if a Supplier or its Suppliers breaches any of these requirements.

### 2.2 Licence for emergency situations

---

2.2.1 The Contractor hereby grants to the Commonwealth, and all other ADO and NIC entities, a Licence to:

- a. Use the Licensed Material for any Emergency Activity; and

## ATTACHMENT L

- b. Sublicense or authorise Joint Responders and their Suppliers to Use the Licensed Material for any Emergency Activity undertaken jointly with the Commonwealth or other ADO or NIC entity, and to Communicate the Licensed Material to Joint Responders (and their Suppliers) for this purpose, provided that:
- (i) the Joint Responder (and its Suppliers) are authorised to Use the Licensed Material only for the purpose of undertaking the Emergency Activity;
  - (ii) the Joint Responder (and its Suppliers) to further sublicense or authorise the use of the Licensed Material to any other third party;
  - (iii) the Joint Responder (and its Suppliers) comply with the limitations in this EULA as if it were the Commonwealth, ADO or NIC entity; and
  - (iv) the Joint Responder (and its Suppliers) to destroy, or return, the Licensed Material to the Commonwealth, ADO or NIC entity upon completion of the Emergency Activity (but that the Joint Responder and its Suppliers may retain a copy of the Licensed Material for its internal record keeping purposes or as otherwise required by law).

2.2.2 The Commonwealth will, and will ensure other ADO and NIC entities, take appropriate steps to enforce the requirements in clause 2.2.1 if a Joint Responder or its Suppliers breaches any of these conditions.

### 2.3 Licence to Publish Basic Products

---

2.3.1 The Contractor hereby grants to the Commonwealth, and all other ADO and NIC entities, a Licence to Communicate with its stakeholders (including customers) and to Publish the Licensed Material contained in Basic Products for a Defence Purpose, or a NIC Purpose, or both.

2.3.2 In this EULA '**Basic Product**' means:

- a. any screenshot, PDF or JPEG type format copies of the Licensed Material or part of it;
- b. rasterised images or representations of Licensed Material, including in digital format;
- c. maps created from Licensed Material (such as general reference maps, topographic maps & thematic maps), including in electronic format such as PDF or JPEG; and
- d. nautical charts and nautical publications created from Licensed Material, including in electronic format such as PDF or JPEG,

created by the Commonwealth, ADO or NIC entity or other licensee or sub-licensee, except to the extent that:

- (i) the material would provide end-users of the material with access to the metadata of the Licensed Material; or
- (ii) the material is properly considered to be a new work or other subject matter created independently by the Commonwealth or other licensee, or is otherwise a Derivative that is owned by the Commonwealth or other licensee in accordance with clause 3.2.3.

### 2.4 Licence for additional Partner Entities

---

2.4.1 Subject to payment of the Additional Licence Fee (if applicable), the Contractor hereby grants to the Commonwealth, and all other ADO and NIC entities, a Licence to sublicense the Licensed Material to the Partner Entities (if any, as specified in Annex A or the relevant Contract) for Use by the Partner Entities for the Permitted Purpose(s) of 'Joint National Security Purposes' (and as specified in Annex A, the relevant Contract, or both, or as otherwise agreed), and to Communicate the Licensed Material to those Partner Entities for those purposes, provided:

- a. the Partner Entities (and its Suppliers) Use the Licensed Material for only the Permitted Purposes as specified in Annex A or the relevant Contract, or both, or as otherwise agreed;
- b. the Partner Entity (and its Suppliers) comply with Restrictions specified in Annex A;

## ATTACHMENT L

- c. the Partner Entity (and its Suppliers) do not further sublicense or authorise the use of the Licensed Material to any other third party; and
  - d. the Partner Entity (and its Suppliers) to comply with all other limitations in this EULA as if it were the Commonwealth or other ADO or NIC entity.
- 2.4.2 Additional Partner Entities may be agreed by the parties in a Contract or otherwise in writing by the Contractor from time to time. To the extent that such agreement does not specify it:
- a. the Permitted Purpose is taken to be 'Joint National Security Purposes';
  - b. the Restrictions are that the Partner Entity is not permitted to Publish or Commercialise the Licensed Material; and
  - c. the Additional Licence Fee is nil.
- 2.4.3 The Commonwealth will, and will ensure other ADO and NIC entities, take appropriate steps to enforce the requirements in clause 2.4.1 if a Partner Entity or its Suppliers breaches any of these requirements.

**2.5 Commercialisation**

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- 2.5.1 The Commonwealth shall, and shall ensure that the other ADO and NIC entities, use reasonable endeavours to exercise the rights granted under this clause 2 in a manner that minimises the effects on the Contractor's other potential commercial sales of Licensed Material to third parties.
- 2.5.2 Subject to clause 2.5.3, this EULA does not permit the Commonwealth, any other ADO or NIC entity or any other licensee or sub-licensee, to Commercialise any Licensed Material.
- 2.5.3 Clause 2.5.2 does not prevent:
- a. the Commonwealth or another ADO or NIC entity or any authorised licensee or sub-licensee from authorising or granting a sublicense in accordance with this EULA to a person for the purpose of that person, or its subcontractors, providing goods or services to the Commonwealth, an ADO or NIC entity or another licensee or sub-licensee within the scope of the licence or sub-licence; or
  - b. the Commonwealth from Publishing the Licensed Material for a fee, but only to the extent that doing so is an express statutory function of the Commonwealth under section 6B of the *Intelligence Services Act 2001* (Cth).

**2.6 Export approvals**

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- 2.6.1 The Commonwealth agrees not to export any part of the Licensed Material except in compliance with, and with all licenses and approvals required under, applicable Australian export laws, rules and regulations.
- 2.6.2 The Contractor shall provide all reasonable assistance to the Commonwealth to assist the Commonwealth obtain any licence or approval the Commonwealth requires in order to export the Licensed Material.

**2.7 Research and development**

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- 2.7.1 The Commonwealth may sublicense and distribute selected parts of the Licensed Material to:
- a. any Australian-based research entities (such as a university), to allow the research entity or entities to use:
    - (i) the Licensed Material for research for, or related to, a Defence Purpose, NIC Purpose or Emergency Activity; and
    - (ii) the results of any research derived from the Licensed Material (including screenshots and other Basic Product, but not the underlying metadata of the Licensed Material) to be published in conference papers, journals and other such academic publications (including where the publication is made available for a fee); and
  - b. other research partner entities based in a 5-Eye Partner country (such as a university), to allow the research entity or entities to use:

## ATTACHMENT L

- (i) the Licensed Material for research for or related to a joint defence, national security, peacekeeping, peace enforcement purpose or Emergency Activity; and
- (ii) the results of any research derived from the Licensed Material (including screenshots and other Basic Product, but not the underlying metadata of the Product) to be published in conference papers, journals and other such academic publications (including where the publication is made available for a fee).

**3 DERIVATIVES****3.1 Creation of Derivatives**

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- 3.1.1 The Contractor acknowledges and agrees that the Commonwealth and other licensees and sub-licensees will, as part of using the Licensed Material, create Derivatives of the Licensed Material.
- 3.1.2 For the avoidance of doubt, nothing in this clause 3 affects the ownership of Intellectual Property rights in any Licensed Material incorporated into a Value-Added Derivative.

**3.2 New Derivatives and Value-Added Derivatives**

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- 3.2.1 Ownership of all new Intellectual Property in Derivatives created by the Commonwealth or another licensee or sub-licensee hereby vests immediately upon its creation in the Commonwealth or licensee or sub-licensee, as applicable.
- 3.2.2 Any Derivative created by the Commonwealth or another ADO or NIC entity, licensee or a sub-licensee, as applicable that contains Licensed Material (and is not a New Derivative) is a '**Value-Added Derivative**'. The rights and restrictions provided under this EULA with respect to Licensed Material apply equally to any Licensed Material that is included or otherwise incorporated into Value-Added Derivatives, including those licence rights and restrictions under clause 2 and attribution requirements under clause 5.
- 3.2.3 Any Derivative created by the Commonwealth or another ADO or NIC entity, licensee or a sub-licensee, as applicable, that is uncoupled from the source Licensed Material it was derived from and cannot be used to recreate, reconstruct or reverse-engineer the Licensed Material is a '**New Derivative**'. Ownership of all Intellectual Property in New Derivatives hereby vests immediately upon its creation in the Commonwealth (or other ADO or NIC entity or licensee or sub-licensee, as applicable). The Commonwealth may use all New Derivatives howsoever it sees fit without any limitation whatsoever, including Publishing and Commercialising the New Derivatives.

**4 CONFIDENTIAL INFORMATION**

- 4.1.1 Each party shall ensure that Confidential Information provided by the other party under, or in connection with, this EULA is not disclosed, except to the extent that:
  - a. the disclosure is permitted in accordance with terms and conditions of the Deed; or
  - b. the Confidential Information is comprised in Licensed Materials and the disclosure is in connection with the exercise of the rights provided for in this EULA.

**5 ATTRIBUTION**

- 5.1.1 Subject to clause 5.1.2, the Commonwealth and ADO and NIC entities shall:
  - a. not, and shall use reasonable endeavours to ensure that their licensees and sub-licensees do not, remove, conceal, alter or in any way modify any Intellectual Property rights notice or marking affixed to the Licensed Material; and
  - b. use reasonable technological methods that are available in-house to affix the Intellectual Property rights notices or markings, or both specified in **Annex B** of this EULA to the Value-Added Derivatives and Basic Products (to the extent they comprise Licensed Material), and require their licensees and sub-licensees to do the same.
- 5.1.2 If the Commonwealth, other ADO and NIC entity reasonably considers that complying with clause 5.1.1 might prejudice national security, the licensee's or sub-licensee's compliance with clause 5.1.1 is not required to the extent of such prejudice to national security.

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- 5.1.3 For the avoidance of doubt, clause 5.1.1b does not require the Commonwealth or another licensee or sub-licensee to engage a third party supplier for the purpose affixing the Intellectual Property rights notices or markings, or both to the Value-Added Derivative or Basic Product (to the extent they comprise Licensed Material), or require another licensee or sub-licensee to do so.

**6 WARRANTY AND INDEMNITY****6.1 Licensed Material professionally compiled**

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- 6.1.1 The Contractor warrants that it has used reasonable endeavours to ensure that the Licensed Material has been created or compiled professionally and complies with the usual standards of the segment of the geospatial products industry that they are in.

**6.2 Defect rectification**

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- 6.2.1 The Contractor shall remedy any Defect in the Licensed Material notified to the Contractor by the Authorised Officer during the following period, whichever is longer:
- a. the Warranty Period specified in the Details Schedule of the Deed or in the Official Order Contract, as applicable; or
  - b. the subscription period in respect of Licensed Material that is provided on the basis of a subscription.
- 6.2.2 The Contractor shall remedy by repair, replacement or modification any Defect in the Licensed Material (including any Licensed Material that has already been subject to corrective action under this clause 6.2) if the defect is notified to the Contractor by the Commonwealth during the period specified clause 6.2.1.
- 6.2.3 The liability of the Contractor to remedy Defects under clause 6.2.2 by the Contractor shall not apply to the extent that the defect arises from the Commonwealth's negligent or wilful damage of the Licensed Material.
- 6.2.4 The Contractor, unless the Commonwealth otherwise allows, shall meet all costs of, and incidental to, the discharge of the warranties under this under clause 6.2.2, including to the extent applicable any packing, freight (not exceeding the freight cost between the delivery point and the Contractor's nominated repair facility and return), disassembly and re-assembly costs.
- 6.2.5 If the Contractor fails to rectify Defect pursuant to this clause 6.2 within 30 days after notification by the Commonwealth, the Commonwealth may engage another supplier to perform the necessary remedial work at the expense of the Contractor, and the Commonwealth may recover such expense as a debt due to the Commonwealth.

**6.3 Warranty as to IP**

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- 6.3.1 The Contractor warrants and shall ensure that, in respect of all Intellectual Property licensed to the Commonwealth under, or in connection with, this EULA:
- a. the Contractor has the necessary Intellectual Property rights and has obtained the necessary Moral Rights consents or waivers to grant the licences in respect of Licensed Material under this EULA (including clauses 2 and 3.2.2);
  - b. as at the time of delivery of any Licensed Material and after making diligent enquiries, the Contractor has no notice of any challenge, claim or proceeding in respect of any such Intellectual Property; and
  - c. use of the Licensed Material by the Commonwealth and other sub-licensees in accordance with this EULA will not infringe the Intellectual Property rights of any third party or the moral rights of any person.
- 6.3.2 The Contractor shall promptly notify the Commonwealth if the Contractor becomes aware of any challenge, claim or proceeding referred to in clause 6.3.1b arising in respect of any such Intellectual Property rights after the Licensed Material is delivered to the Commonwealth.

**6.4 No other warranty**

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- 6.4.1 Except as provided explicitly in this EULA or the relevant Contract under which the License Material is supplied, the Contractor gives no warranty as to the condition, quality or fitness of

## ATTACHMENT L

the Licensed Material, including the Licensed Material's suitability to meet the Commonwealth's requirements.

**6.5 IP indemnity**

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- 6.5.1 The Contractor hereby indemnifies the Commonwealth, other ADO and NIC entities licensees and sub-licensees and their respective officers, employees and agents ('**those indemnified**') against Losses reasonably sustained or incurred by any of those indemnified as a result of any claim made or threatened by a third party (including a Supplier or authorised subcontractor) in relation to any of the following:
- a. a breach of this EULA, including any breach of Contractor's warranties in this EULA; and
  - b. any claim that any Licensed Material infringes the Intellectual Property rights of a third party.
- 6.5.2 The Commonwealth holds the benefit of the indemnity in clause 6.5.1 on trust for those indemnified.
- 6.5.3 In this clause 6.5, "**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), or any other Commonwealth statutory protection against Intellectual Property infringement, constitute an infringement of the right.
- 6.5.4 To enforce the indemnity in clause 6.5.1, the Commonwealth must:
- a. notify the Contractor;
  - b. subject to clause 6.5.5, permit the Contractor, at the Contractor's expense, to manage settlement negotiations and any litigation with the third party; and
  - c. if the Contractor does manage settlement negotiations and any litigation with the third party, to provide (at the Contractor's request in a notice) reasonable assistance to the Contractor in relation to the negotiations or litigation at the Contractor's expense.
- 6.5.5 If the Contractor handles settlement negotiations and any litigation with the third party under clause 6.5.3, the Contractor must:
- a. comply with law (including the Legal Services Directions) and government policy in relation to the negotiations or litigation as if the Contractor was an agency of the Commonwealth;
  - b. comply with any direction issued by the Commonwealth Attorney-General to the Commonwealth (and notified to the Contractor) in relation to the negotiations or litigation; and
  - c. promptly provide the Commonwealth with any information reasonably requested by the Commonwealth in a notice to the Contractor in relation to the negotiations or litigation (including all information required by the Commonwealth to comply with reporting obligations under the Legal Services Directions).
- 6.5.6 The rights of the Commonwealth and its employees, officers, agents and contractors under this clause 6.5 are in addition to any other rights at law, in equity or otherwise.

**7 TERM AND TERMINATION****7.1 Term**

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- 7.1.1 Subject to the rights of termination under clause 7.2.1, this EULA and the rights provided under it continue in perpetuity.

**7.2 Termination**

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- 7.2.1 The Contractor may terminate this EULA immediately by notice if the Commonwealth uses or permits any third party to use the Licensed Material in an unlawful manner and the Commonwealth fails to remedy that unlawful use within 20 Working Days after receiving notice of the breach from the Contractor or within such longer period that is reasonable in the circumstances.

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- 7.2.2 If the Contractor lawfully terminates this EULA under clause 7.2.1:
- a. the Commonwealth, and anyone else who has been provided with access to Licensed Material in accordance with this EULA, may continue to keep copies of the Licensed Material for internal record keeping and archival purposes and to fulfil legal, professional and insurance obligations;
  - b. the rights to Licensed Material included or otherwise incorporated into Basic Products and Derivatives under clauses 2.3 and 3.2 survive termination and continue in perpetuity; and
  - c. except as set out in clauses 7.2.2a and b, the Licence to exercise the Intellectual Property rights in the Licensed Material is terminated.

### 7.3 Survival

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- 7.3.1 The following clauses survive the termination of this EULA or the Deed, or both: clauses 1 [Ownership of Licensed Material], 2 [License to Use Licensed Materials] (subject to clause 7.2.2 if there is a lawful termination under clause 7.2.1), 3 [Derivatives], 4 [Confidential Information], 5 [Attribution], 6 [Warranty and Indemnity], 8 [Miscellaneous] and this clause 7.3.

## 8 MISCELLANEOUS

### 8.1 Waiver

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- 8.1.1 Failure by either party to enforce a provision of this EULA shall not be construed as in any way affecting the enforceability of that provision or the EULA as a whole.

### 8.2 Remedies

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- 8.2.1 The rights and remedies provided under this EULA are cumulative and not exclusive of any rights or remedies provided by law, in equity or otherwise.
- 8.2.2 Subject to the terms of this EULA, the rights and obligations of the parties under this EULA are in addition to and not in derogation of any other right or obligation between the parties under any other deed or agreement to which they are parties.

## 9 DEFINITIONS AND INTERPRETATION

### 9.1 Interpretation

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- 9.1.1 This EULA shall be interpreted in accordance with all interpretive rules agreed between the parties in the Deed, including clauses 1.2 [Interpretation], 1.5 [Deed Precedence of Documents], 2.1.8(b) [Contract Precedence of Documents] and 11.1 [Governing Law] of the Conditions of Deed.

### 9.2 Definitions

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- 9.2.1 In the interpretation of this EULA, unless the contrary intention appears, capitalised terms have the meaning as follows:

**'5-Eye Partner'** (or "Five-Eye Partner" or "FVEY Partner") means the Governments of Canada, New Zealand, the United Kingdom of Great Britain and Northern Ireland and the United States of America.

**'Additional Licence Fee'** means the fee payable, if any, to enable the Commonwealth to exercise its rights with respect to the Partner Entities which, if applicable, is set out as a percentage of Base Licence Fee in Annex A.

**'ADO'** ('**Australian Defence Organisation**') means the Australian Defence Force, the Department of Defence, Defence portfolio statutory authorities (such as the Australian Signals Directorate) and those other Australian Government authorities expressly notified by the Commonwealth as being part of the ADO.

**'Australian Government'**: means Australian Federal, State and Territory Government (including local government) and their authorities as applicable.

**'Base Licence Fee'** means the fee payable for the Licensed Material (not including any non-licence costs such as production costs, labour costs or mobilisation costs or any Additional Licence Fee payable), as set out in COD Attachment B and agreed in the relevant Contract.

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**'Basic Product'** has the meaning given in clause 2.3.2.

**'Commercialise'** means to exploit the Licensed Material in return for payment of a royalty or a commercial return.

**'Communicate'** means to disclose, transmit, communicate, share or otherwise provide. Communicate does not mean to make publicly available.

**'Defect'** means a defect, fault, malfunction or omission in the Licensed Material. Without limiting the above, Licensed Materials are defective if the Licensed Material (including its format and packaging) does not conform to the requirements set out in the relevant Contract or the Deed.

A defect, fault, malfunction or omission in the Licensed Material is not a **'Defect'** to the extent that the defect, fault, malfunction or omission:

- a. is due to a change to the natural or man-made elements of the landscape or other subject of the Licensed Material that occurred after the date the Licensed Material is required to have been captured (or in respect of a subscription service, after the end of the subscription period) in accordance with the relevant Contract or Deed; or
- b. in respect of physical components of Licensed Material (such as storage devices on which Licensed Material is provided), results from fair wear and tear.

**'Defence Purpose'** means:

- a. any purpose within the power of the Commonwealth with respect to defence, emergency response and national security of the Commonwealth;
- b. any use or activity within the functions of the Commonwealth under the *Intelligence Services Act 2001* (Cth); and
- c. any activity that is necessary or incidental to an above-listed purpose that is within the power of the Commonwealth, including preparatory and lessons-learned activities such as preventative planning, research and education activities.

**'Derivative'** means any addition, improvement, update, modification, transformation, adaptation or derivative work of, or to, Licensed Material. A 'Derivative' includes reformatting of the Licensed Material into a different format or media from which it was delivered provided to the Commonwealth, and any addition to or extraction of data, information or other content to or from the Licensed Material.

**'Emergency Activity'** means providing aid or assistance in connection with, or otherwise responding to, an emergency, disaster or humanitarian situation, whether the situation is natural or otherwise, including preparatory and lessons-learned activities such as preventative planning, research and education activities.

**'entity'** includes governments and body politics (and their agencies and authorities), bodies corporate and partnerships, non-government organisations and other persons natural or otherwise.

**'EULA'** means this End User Licence Agreement including its Annexes.

**'Intellectual Property'** or **'IP'** means all present and future 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, including any of the following:

- a. any existing or future copyright as defined under the *Copyright Act 1968* (Cth) or the corresponding laws of any other jurisdiction in any original literary and artistic works, computer programs and software, sound recordings and any other works or subject matter whether stored electronically or otherwise in which copyright subsists and may subsist in the future;
- b. rights in relation to a circuit layout that is protected under the *Circuit Layouts Act 1989* (Cth) or the corresponding laws of any other jurisdiction;
- c. rights in relation to a design able to be protected under the *Designs Act 2003* (Cth) or the corresponding laws of any other jurisdiction; and
- d. rights in relation to a trade mark (including a service mark) protected under the *Trade Marks Act 1995* (Cth) or corresponding laws of any other jurisdiction.



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**'Joint'**, in relation to a Purpose, refers to activities that are undertaken by a third party entity jointly or cooperatively with the Commonwealth or another ADO or NIC entity, for the purpose of achieving a mutual benefit to the Australian government and the government of that other entity. The other entity does not need to be undertaking the same tasks, or undertaking tasks at the same time, as the Commonwealth, ADO or other NIC entity for the activity to be considered to be undertaken for a Joint purpose.

**'Joint Responder'** includes any third party entity that is also providing aid or assistance in connection with, or otherwise responding to, the same emergency, disaster or humanitarian situation. A third party does not need to be providing the same aid or assistance as the Commonwealth, ADO or other NIC entity to be considered a Joint Responder. Without limiting the definition, the country and local government bodies with jurisdiction over the particular emergency, disaster or humanitarian situation are considered to be Joint Responders.

**'Legal Services Directions'** means the Commonwealth Legal Service Directions made under section 55ZF of the *Judiciary Act 1903* (Cth).

**'Licence'** means a perpetual and irrevocable (subject only to the extent provided for in clause 7.2.2), world-wide, royalty and fee free, fully-paid-up, non-exclusive licence including the right to sub-licence.

**'Licensed Material'** means the goods, deliverables and material required to be supplied under or in connection with the Deed or any Contract and includes items acquired in order to be incorporated in the Licensed Material. A reference to Licensed Material is also a reference to:

- a. each item of Licensed Material;
- b. a component of a system or subsystem comprised of Licensed Material; and
- c. such a system or subsystem itself.

**'Loss'** means any liability, loss, damage, compensation, costs and expenses, but does not include:

- a. loss of goodwill; or
- b. loss of business revenue, business opportunity or business profits.

**'Moral Rights'** means any of the following:

- a. a right of attribution of authorship;
- b. a right not to have authorship falsely attributed; or
- c. a right of integrity of authorship.

**'National Security Purposes'** means the purpose of defence, intelligence, national security, peacekeeping, peace enforcement and law enforcement and any Emergency Activity.

**'Joint National Security Purposes'** means the National Security Purposes undertaken by a third party entity jointly or cooperatively with the Commonwealth or another ADO or NIC entity, for the purpose of achieving a mutual benefit to the Australian government and the government of that other entity. The other entity does not need to be undertaking the same tasks, or undertaking tasks at the same time, as the Commonwealth, ADO or other NIC entity for the activity to be considered to be undertaken for a Joint purpose.

**'New Derivative'** has the meaning given in clause 3.2.3.

**'NIC'** (**'National Intelligence Community'**) means the following Australian federal government intelligence agencies (or their successors in law):

- a. the Australian Signals Directorate (**'ASD'**), Australian Geospatial-Intelligence Organisation (**'AGO'**), Defence Intelligence Organisation (**'DIO'**), Australian Security and Intelligence Organisation (**'ASIO'**), Australian Secret Intelligence Service (**'ASIS'**), Office of National Intelligence (**'ONI'**) and Australian Criminal Intelligence Commission (**'ACIC'**);
- b. those Australian federal government agencies with an intelligence role or function (or their successors in law) comprising the Department of Defence (other than AGO or DIO), the Department of Home Affairs (**'HA'**), Australian Federal Police (**'AFP'**), and Australian Transaction Reports and Analysis Centre (**'AUSTRAC'**); and

## ATTACHMENT L

- c. those other Australian Government authorities notified by the Commonwealth as performing an intelligence role or function.

**'NIC Purposes'** means any purpose:

- a. within a function conferred on a member of the NIC under a law of the Commonwealth of Australia;
- b. to be performed by a NIC member under any law, convention, treaty or arrangement that the Commonwealth may have obligations under; or
- c. that is incidental to an above-listed purpose that is within the power of the Commonwealth, including preparatory and lessons-learned activities such as preventative planning, research and education activities.

**'Other Commonwealth, State and Territory Government entities'** means any Australian Federal, State, Territory and local government departments, organisations or agencies.

**'Other International Partner'** means each of the following:

- a. foreign governments, or the defence or intelligence authorities of foreign governments, with whom the Commonwealth of Australia has a cooperative agreement or arrangement; and
- b. United Nations (**UN**) and North Atlantic Treaty Organisation (**NATO**) authorities and other international organisations.

**'Partner Entity'** means each entity specified in **Annex A**, the relevant Contract or otherwise agreed to by the Contractor in writing.

**'Permitted Purpose'** means, in relation to a Partner Entity's use of the Licensed Material, the purpose or purposes specified in **Annex A**, a relevant Contract or otherwise agreed to by the Contractor in writing.

**'Publish'** means to make publicly available, including via online publication.

**'Restriction'** means a restriction in respect of how the Licensed Material can be used by a Partner Entity, as specified in **Annex A**, the relevant Contract or as agreed between the parties in writing.

**'Supplier'**, in relation to any entity, includes any contractor, consultant and outsourced supplier of that entity, and any contractor, consultant and supplier of those entities. Supplier includes third party entities providing goods or services to the entity without remuneration.

**'Use'** includes, in relation to any Licensed Material, to:

- a. use, interrogate, analyse, reproduce, compile, save, copy and backup the Licensed Material;
- a. adapt, modify and translate the Licensed Material, and incorporate the Licensed Material into other material, and create derivative works of the Licensed Material;
- b. in the case of Licensed Material that is software, load, install, configuring and run the software; and
- c. Publish the Licensed Material to the extent the Publication is required under a law.

**'Value-Added Derivative'** has the meaning given in clause 3.2.2.

9.2.2 Capitalised terms that are not defined in clause 9.2.1 or elsewhere in this EULA have the meaning given in Attachment H (Glossary) to the Deed or elsewhere in the Deed (as applicable).

9.2.3 In the interpretation of this EULA, to the extent of any inconsistency of a term, the meaning given in this EULA shall take precedence over any inconsistent definition given elsewhere in the Deed including Attachment H (Glossary).

ANNEX A TO ATTACHMENT L

PARTNER ENTITIES

Partner Entities The Partner Entities are:	Other Commonwealth, State and Territory Governments	All 5-Eye Partners (joint projects)	All 5-Eye Partners (open use)	Other International Partners	Australian-based research entities	FVEY Partner-based research entities
<b>Pricing tier</b>	n/a	n/a	“Tier 2 – all FVEY users”	“Tier 3 – other international partners”	“Tier 4 – Australian-based research”	“Tier 5 – FVEY Partner-based research”
<b>Permitted Purposes:</b> The Partner Entity may Use the Licensed Material for the following purposes: together with any other purposes specified in the Official Order Contract.	National Security Purposes	Joint National Security Purposes	National Security Purposes	Joint National Security Purposes	As per clause 2.7.	As per clause 2.7.
<b>Restrictions:</b> The Partner Entity is not permitted to:	<ul style="list-style-type: none"> <li>• Publish the Licensed Material</li> <li>• Commercialise the Licensed Material</li> </ul>	<ul style="list-style-type: none"> <li>• Publish the Licensed Material</li> <li>• Commercialise the Licensed Material</li> </ul>	<ul style="list-style-type: none"> <li>• Publish the Licensed Material</li> <li>• Commercialise the Licensed Material</li> </ul>	<ul style="list-style-type: none"> <li>• Publish the Licensed Material</li> <li>• Commercialise the Licensed Material</li> </ul>	As per clause 2.7.	As per clause 2.7.
<b>Additional Licence Fee</b>	included within the Base Licence Fee; no Additional Licence Fee payable.	included within the Base Licence Fee; no Additional Licence Fee payable.	included within the Base Licence Fee; no Additional Licence Fee payable.	included within the Base Licence Fee; no Additional Licence Fee payable	included within the Base Licence Fee; no Additional Licence Fee payable.	included within the Base Licence Fee; no Additional Licence Fee payable.

**ANNEX B TO ATTACHMENT L**

**INTELLECTUAL PROPERTY RIGHTS NOTICE AND MARKING**

[Details of Contractor's copyright notice and relevant IP markings to be included here]

**ATTACHMENT M – PROBITY FRAMEWORK**

*Conditions of Deed reference: clause 10.15*

**1. PURPOSE OF PROBITY FRAMEWORK**

- 1.1 Without limiting anything in the Deed, this Probity Framework is intended to assist with fair dealing, transparency, and defensibility in the administration of the Panel, to enable the Commonwealth to comply with, and demonstrate its compliance with, its legal and accountability obligations in relation to the conduct of procurement activities under the Panel and generally.
- 1.2 This Probity Framework recognises that the Contractor, and Contractor Personnel, may be engaged by the Commonwealth in various capacities. This Probity Framework is intended to assist the Commonwealth address the probity risks that may, if not properly considered and mitigated, arise during the performance of this Deed or any Contract under it.

**2. DECISION-MAKING PROCESS**

- 2.1 If a situation described in clause 10.15.6 of the Deed arises, in notifying the Commonwealth as required by clause 10.15.2b of the Deed, the Contractor must provide the Commonwealth with a written statement:
- a. outlining the reasons why it considers that, in accordance with the principles in this Probity Framework, it should be permitted to:
    - 1. provide the goods or services (whether Supplies under the Panel or other goods or services) (paragraph 10.15.6a of the Deed);
    - 2. engage the individual in question (paragraph 10.15.6b of the Deed); or
    - 3. accept the offer of employment or other business opportunity (paragraph 10.15.6c of the Deed); and
  - b. detailing the mechanisms (if any) that the Contractor proposes to implement to ensure that the Commonwealth can meet its legal and accountability obligations, in addition to the mechanisms outlined in this Probity Framework.
- 2.2 The Commonwealth will consider the Contractor's request and written statement, and may discuss the statement and the proposed mechanisms with the Contractor.
- 2.3 Notwithstanding the written statement, the Commonwealth may direct the Contractor to resolve the issue in a manner determined by the Commonwealth, in accordance with clause 10.15.3 of the Deed.
- 2.4 Any decision by the Commonwealth under clause 10.15 of the Deed (including a decision about whether the Contractor can provide goods or services in a particular case) is in the Commonwealth's absolute discretion. In reaching its decision, the Commonwealth will consider the extent to which:
- a. the Commonwealth can demonstrate its compliance with its legal, accountability, policy, and probity obligations; and
  - b. the outcome is ethical (including fair, equitable and transparent), and ensures the Commonwealth achieves value for money in relation to the relevant contract, agreements and arrangements.
- 2.5 If the Commonwealth decides that the Contractor should be permitted to do any of the actions mentioned in paragraph 2.1a of this Probity Framework, then the Contractor must comply with paragraphs 3 to 9 of this Probity Framework.

**3. CONFIDENTIAL INFORMATION**

- 3.1 Without limiting any of the Contractor's obligations under the Deed or any Contract, where the Contractor is, or Contractor Personnel are, engaged to provide Supplies (whether directly or as a Subcontractor), the Contractor must treat as confidential, and ensure the Contractor

Personnel treat as confidential, any information it receives or has access to while providing those Supplies.

- 3.2 If required to do so by the Commonwealth, where the Contractor or Contractor Personnel are engaged to provide Supplies in a Conflict of Interest situation including as described in clause 10.15.6 of the Deed, the Contractor must properly execute a confidentiality deed poll, and ensure that the relevant Contractor Personnel properly execute confidentiality deed polls, in the form set out in Attachment J or Attachment K (as applicable), and deliver such confidentiality undertakings to the Commonwealth.

#### 4. SEPARATION OF PERSONNEL AND STAFF COMMUNICATION

- 4.1 If required to do so by the Commonwealth in its absolute discretion, the Contractor must take steps and implement processes to the satisfaction of the Commonwealth to ensure that:

- a. all Contractor Personnel providing Supplies to the Commonwealth ('**Contractor Personnel**') do not contact or provide any information to any Contractor Personnel involved in, or likely to be involved in, the preparation of any Quotation, tender or similar submission ('**Tender**') the Contractor intends to submit, or is considering submitting to the Commonwealth ('**Tender Personnel**') or to the relevant prime contractor, for any purpose connected with the preparation of any such Tender;
- b. Contractor Personnel do not communicate any information they have obtained or accessed as a result of providing the Supplies to the Commonwealth, to any Tender Personnel;
- c. Contractor Personnel are not, themselves, involved in the preparation of any Tender which the Contractor intends to submit, or is considering submitting, to the Commonwealth or a prime contractor; and
- d. Tender Personnel do not otherwise have access to information relating to, or that is in the possession or control of the Contractor, as a result of Contractor Personnel's provision of the relevant Supplies.

- 4.2 If required to do so by the Commonwealth in its absolute discretion, the Contractor must also:

- a. brief all Contractor Personnel and, separately, all Tender Personnel, to ensure they are aware of the need to comply with the Contractor's obligations in the Deed, this Probity Framework and any undertaking entered into under paragraph 4.2a of this Probity Framework and incorporate any changes to the content of that briefing reasonably requested by the Commonwealth; and
- b. provide the Commonwealth with the content of any briefing given under paragraph 4.2a and incorporate any changes to the content of that briefing reasonably requested by the Commonwealth.

- 4.3 The Contractor must maintain a list of all Contractor Personnel who receive a briefing given under paragraph 4.2a of the Probity Framework and provide that list to the Commonwealth upon request.

#### 5. PHYSICAL CONTROLS

- 5.1 If required to do so by the Commonwealth in its absolute discretion, the Contractor must implement physical controls including the following:

- a. separating the physical location of Contractor Personnel from Tender Personnel;
- b. restricting access rights between the physical space occupied by Contractor Personnel and that occupied by Tender Personnel (for example, through the use of electronic swipe cards);
- c. controls that allow the Contractor to monitor and report on whether or not the physical controls have been maintained (e.g. electronic audit logs);
- d. ensuring any hard copy documentation is stored in secure cabinets that are only accessible by the relevant Personnel; and

- e. requiring the Contractor Personnel and the Tender Personnel to maintain a clean desk policy.

## 6. TECHNOLOGY CONTROLS

- 6.1 If required to do so by the Commonwealth in its absolute discretion, the Contractor must implement technology controls including the following:
  - a. not storing any information provided by the Commonwealth for the purposes of providing the relevant Supplies on the Contractor's document management or storage system;
  - b. issuing stand-alone laptops to Contractor Personnel;
  - c. separate printers established, with the stand-alone printers to prevent printing of material relating to provision of the relevant Supplies to the Contractor's system printers and therefore, minimise the risk of inadvertent access of printed material by Tender Personnel; and
  - d. reviewing recipients in the Contractor's email groups to ensure no information relating to the provision of the relevant Supplies is inadvertently sent to Tender Personnel.

## 7. DOCUMENT HANDLING

- 7.1 If required to do so by the Commonwealth in its absolute discretion, the Contractor must ensure that any documentation requested from the Commonwealth during the course of the involvement of Contractor Personnel in the provision of the relevant Supplies is requested formally via email.
- 7.2 No documentation requested in the course of providing the relevant Supplies to the Commonwealth may be stored or transmitted electronically other than in accordance with this Probity Framework, except to the extent that such electronic storage or transmission is necessary for the provision of goods and services with respect to the relevant Supplies.

## 8. EMPLOYMENT OR ENGAGEMENT OF FORMER COMMONWEALTH EMPLOYEES AND CONTRACTORS

- 8.1 In the case of a situation that arises under paragraph 10.15.6b of the Deed, the Contractor must notify the Commonwealth immediately in writing that it has engaged or proposes to engage the person and the details of that person's involvement in relation to the relevant RFQTS.
- 8.2 For the purposes of complying with the requirements of paragraphs 4 to 7 of this Probity Framework in relation to the separation of Contractor Personnel and Tender Personnel, the person is taken to be 'Tender Personnel'.

## 9. OFFERS OF EMPLOYMENT OR BUSINESS OPPORTUNITIES

- 9.1 The Contractor must not, and must ensure that its officers, employees, agents or Subcontractors (including the Contractor Personnel) are aware that they must not, solicit or accept future employment or business opportunities relating to any RFQTS or any other work directly or indirectly related to the Supplies performed by the Contractor under a Contract, from other members of the Panel prior to or during the relevant RFQTS process or the term of the relevant Contract.
- 9.2 In the case of a situation that arises under clause 10.15.6c of the Deed, the Contractor must comply, and ensure that the relevant Contractor Personnel comply, with any direction issued by the Commonwealth, including any direction regarding the exclusion of any Contractor Personnel from involvement in the Supplies.

## ATTACHMENT N – PERFORMANCE MANAGEMENT FRAMEWORK

PERFORMANCE MEASURE PROFILE	
<b>Performance Measure Name:</b>	GeoPanel SON3849706 – Performance in providing Supplies
<b>Contractor name and registration details:</b>	
<b>Official Order number:</b>	
<b>Period of performance under the Official Order:</b>	
ALIGNMENT AND ACCOUNTABILITY	
<b>Purpose (Outcome/Output/Process Measured)</b>	
<ol style="list-style-type: none"> <li>1. This performance measure represents the Contractor's performance in provision of Supplies defined in the Contract. Performance is measured as 'Very Good', 'As Contracted', 'Marginal' or 'Unsatisfactory'.</li> <li>2. The purpose of this performance measure is to monitor the Contractor's performance against the following Key Result Areas: <ol style="list-style-type: none"> <li>a. 'Best for Defence' behaviours cognisant of commercial imperatives and acknowledging that successful provision of Supplies requires an integrated 'one team' approach (see '<b>Best for Defence</b>' Supply Performance Attribute);</li> <li>b. positive working relationships with the Commonwealth and other third parties (see '<b>Relationship</b>' Supply Performance Attribute);</li> <li>c. the timely provision of Supplies in accordance with the agreed Contract schedule (see '<b>Quality</b>' and '<b>Schedule</b>' Supply Performance Attributes);</li> <li>d. timely and accurate delivery of invoices and responsiveness to Commonwealth queries (see '<b>Administration</b>' and '<b>Responsiveness</b>' Supply Performance Attributes); and</li> <li>e. management of probity, conflict of interest, and security matters, including those related to their subcontractors, in accordance with the Deed and the Contract (see '<b>Probity/Conflict of Interest</b>' and '<b>Security</b>' Supply Performance Attributes).</li> </ol> </li> </ol>	



ASSESSMENT RULES			
<p>1. Supply performance is self-assessed by the Contractor using the Supply Performance Attributes defined in the table below and aggregated using the Performance Table below where:</p> <ul style="list-style-type: none"> <li>a. Always – every time without exception;</li> <li>b. Often – generally, most times;</li> <li>c. Sometimes – occasionally, now and again; and</li> <li>d. Not Always – whenever an exception has been observed.</li> </ul> <p>2. Where more than one assessment rating can apply for an individual Supply Performance Attribute (e.g. Relationship), the assessed score for that Supply Performance Attribute is the lowest assessment rating irrespective of whether one or more elements are met (i.e. if one element within the 'Relationship' Supply Performance Attribute described below is assessed as "Poor" and another is assessed as "Good", the overall rating for the Relationship Supply Performance Attribute is "Poor").</p> <p>3. [Not used]</p> <p>4. The Contractor shall provide their assessment of the Supply Performance Attributes to the Commonwealth in accordance with clause 10.2 of the Conditions of Deed.</p>			
Supply Performance Attributes			
The Contractor:	Good	Fair	Poor
- has delivered the Defence outcome even if not expressly contracted to do so by adopting a holistic approach to providing the Supplies and maintaining both parties reputation without 'hiding behind the contract' ( <b>Best for Defence</b> )	Always	Often	Sometimes
- resolves disputes reasonably and equitably; approaches problem solving in a joint manner (fix the problem not the blame); provides prompt notification of material issues and risks including changes to staff, schedule and/or price; displays a willingness to share critical information; willing to share resources including staff, facilities and equipment; and Contractor staff often demonstrate collaborative behaviors ( <b>Relationship</b> )	Always	Often	Sometimes
- has delivered all Supplies in accordance with the agreed Contract schedule ( <b>Schedule</b> )	Always	Not Always with <b>minor</b> impact	Not Always with <b>major</b> impact
- Supplies are at the quality required by the Contract and did not require re-submission ( <b>Quality</b> )	Always	Often	Sometimes
- has delivered claims for payment on time without error and provided timely constructive approach to Contract administration including any Contract amendments ( <b>Administration</b> )	Always	Often	Sometimes
- answered all queries completely in a succinct, accurate and coherent manner, and are fully consistent with previous advice (or explains the differences) ( <b>Responsiveness</b> )	Always	Often	Sometimes
- has managed all probity / conflicts of interest issues, including those of their subcontractors, in accordance with the Deed requirements including those actions relating to the Contract ( <b>Probity / Conflict of Interest</b> )	Always		Often
- has managed all security aspects of the Contract, including those of their subcontractors, in accordance with the Deed requirements ( <b>Security</b> )	Always		Often

DATA MANAGEMENT & REPORTING	
Data Source	Contractor Self-Assessment
Data Owner	Contractor
Review Period	12 monthly
PERFORMANCE TABLE	
GeoPanel Supply Performance Score	Overall Assessment Criteria
Tolerance Purple – <b>Very Good</b>	All Supply Performance Attributes are assessed as “Good”
Tolerance Green – <b>As Contracted</b>	At least 5 Supply Performance Attributes are assessed as “Good” and no single Supply Performance Attribute is assessed as “Poor”
Tolerance Amber – <b>Marginal</b>	At least 5 Supply Performance Attributes are assessed as “Fair” or higher
Tolerance Red – <b>Unsatisfactory</b>	Either <b>Probity/Conflict of Interest</b> or <b>Security</b> Supply Performance Attribute is assessed as “Poor” or 2 or more Supply Performance Attributes are assessed as “Poor”