attachment a

PRICE AND DELIVERY SCHEDULE (CORE)

Note to tenderers: Attachment A will consist of an amalgamation of the Price and Delivery Schedule in Annex C to the conditions of tender and the successful tenderer’s response.

attachment b

SUPPLIES ACCEPTANCE CERTIFICATE (CORE)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| a. Contractor’s reference number | | | | | b. CAPO or purchase order number | | | c. Deed of Standing Offer authority | | | | | | d. Invoice number | | e. Receipt voucher number | | |
| f. From (full name and address of contractor and ACN) | | | | | 1. **Packaging details** | | | | | | | | | k. To (Full name and address of consignee) | | | | |
| g. Number | | h. Type | i. Gross weight | | j. Package markings | | | |
|  | |  |  | |  | | | |
| CAPO or order item number. 1 | Class  2 | Identity. part, catalogue or other reference number 3 | | | Description of supplies (Include batch number, lot or serial number, deviation number and remarks) 4 | | | | | | | Qty ordered 5 | | Previously accepted 6 | Offered today 7 | Accepted today 8 | Total to date 9 | Balance due 10 |
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| l. Contractor’s certification  The supplies detailed hereon and quantified in column 7 are hereby offered for Acceptance by the Commonwealth of Australia. It is hereby certified that the supplies conform in all respects of the conditions and requirements of Contract No.       (Amendment No.     ) *except as stated in the Attachment (delete words in italics if not applicable).* It is also certified that all other conditions and requirements of the Contract have been met in relation to the above - detailed supplies. | | | | | | m. **Commonwealth’s Acceptance**  The Supplies detailed hereon and quantified in Column 8 have been Accepted without prejudice to the Commonwealth’s remedies under the Contract in the event that the Supplies do not conform in all respects with the conditions and requirements of the Contract. | | | | | | | n. **Commonwealth’s Reference or file number** | | | | | |
| o. **Is CAPO or order complete?**  Yes  No | | | | | |
| p. **Recommended Distribution**  *Original – To be forwarded with payment claim*  *One Copy – To be forwarded by Contractor with supplies*  *One Copy – To be retained by Commonwealth’s authorised signatory*  *One Copy – To be forwarded to project or ordering authority*  *One Copy – To be retained by Contractor* | | | | | |
| Authorised signatory | | | Printed name | | | Authorised signatory | | | Printed name | | | |
| Position held | | | | Date | | Appointment | | | | | Date | |

Explanation

1. The boxes and columns on the Supplies Acceptance Certificate form are to be completed as follows:

|  |  |
| --- | --- |
| 1. Box a **Contractor’s Reference Number**. Supplier’s number to record an internal file / job number. 2. Box b **CAPO or purchase order number**. Relevant Contract / purchase order number. 3. Box c **Deed of Standing Offer authority**. The Defence authority that placed the order, also referred to as the procurement authority. 4. Box d **Invoice number**. The invoice number as supplied by the supplier, when applicable. | 1. Box e **Receipt voucher number**. For use by the receiving officer at the point of receipt. 2. Box f **From**. The full name, address, and Australian Company Number (ACN) of the supplier, as shown in the Contract. 3. Boxes g to j **Packaging details**. Enter relevant information. 4. Box k **To**. The address to which the supplies are to be delivered, as shown in the Contract. |
| 1. Column 1 **CAPO/Order Item No**. The item number as listed in the contract. 2. Column 2 **Class**. The classes of Supply group of the item (see box at right). 3. Column 3 **Identity, part, catalogue or other reference number**. The relevant Information to identify the item ordered. 4. Column 4 **Description of supplies**. A description of the item(s) as shown in the Contract. Reference is to be made to relevant details, (ie, batch or lot numbers, serial numbers, and approved production permit, or concession (ag, Application for a Deviation) details). 5. Column 5 **Qty ordered**. The total number of items ordered under this contract item number. 6. Column 6 **Previously accepted**. The total number of items ordered under this contract item number, and identified in column 3, which have been Accepted prior to the raising of this SAC. 7. Column 7 **Offered today**. The number of items ordered under this contract item number, and identified in column 3, which are being submitted by the Contractor for Acceptance vide this SAC. 8. Column 8 **Accepted Today**. The number of items ordered under this contract item number, and identified in column 3, for which the accepting authority is satisfied, meet the requirements of the Contract and has agreed to Accept on this SAC. 9. Column 9 **Total to date**. The number of items ordered under this contract item number, and identified in column 3, which have previously been Accepted including the number Accepted vide this SAC. 10. Column 10 **Balance due**. The number of Items ordered under this contract item number, and identified in column 3, which are still outstanding. | |  | | --- | | 1. Classes of Supply based on the NATO conventions (from Land Warfare Doctrine 4-1, Supply Support): 2. Class 1 **Subsistence Items**. Foodstuffs, combat rations and packaged water. 3. Class 2 **General Stores**. Clothing, tents, tarpaulins, minor equipment, stationery, administrative and housekeeping items. 4. Class 3 **Petrol, Oils and Lubricants**. 5. Class 4 **Construction Items**. Construction materials, engineer stores and defence stores. 6. Class 5 **Ammunition**. All types of ammunition and explosive ordnance. 7. Class 6 **Personal Demand Items**. Personal items and canteen stores. 8. Class 7 **Principal Items**. Major items of equipment such as vehicles and weapons, major assemblies and included accessories. Items usually have a serial number. 9. Class 8 **Medical and Dental Stores**. Pharmaceutical items, medical and dental equipment, and repair parts. 10. Class 9 **Repair Parts**. Repair parts for maintenance support. 11. Class 10 **Material Support to Non-military Programs**. Item to support non-government program such as a UN mission or for economic development. Items should be segregated where possible. | |
| 1. Box l **Contractor's certification**. The supplier's authorised representative is required to complete this box, signifying that the Supplies meet the requirements of the Contract in all respects, with the exception of any listed approved production permits and/or concessions. 2. Box m **Commonwealth’s Acceptance**. By signing this box the Accepting Authority provides legal Acceptance of the Supplies on behalf of the Commonwealth. | 1. Box n **Commonwealth’s Reference or file number**. Reference to an official file or other document that can at a later date provide traceability of events. 2. Box o **Is this CAPO/Order complete?** Enter whether the contract is complete when the deliveries of Supplies listed on this SAC have been made. 3. Box p **Recommended Distribution**. Distribution of the completed SAC by the accepting authority, as required by the procurement authority. |

1. Boxes and columns are not to be left blank on any line of entry on the form. Where it is not necessary to enter information N/A (Not Applicable) is to be inserted.

attachment c

FORM OF OFFICIAL ORDER (CORE)

Note to drafters: The SP020 ‘Purchase Order and Contract’ is available on the intranet. When using SP020 with a Supplier, the Standing Offer Deed must be referred to as containing the agreed Terms and Conditions, not the ‘General conditions of contract for the Supply of Goods and Services’ as indicated on the webform.

**FOR DEPARTMENTAL USE**: For Systems Entries for each Contract under the Deed.

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| --- | --- | --- | --- |
| 1. FOR ADMINISTRATIVE PURPOSES | | | |
| 1. Deed Number: |  | | |
|  | | | |
| 1. FOR ROMAN PURPOSES | | | |
| 1. Contract No: |  | 1. Project ID: |  |
| 1. ROMAN ORDER No: |  | 1. Cost Centre Code: |  |
| 1. Order Date: |  | 1. WBS Element Code: |  |
| 1. Contractor ABN: |  | 1. Cost Element: |  |
| 1. Vendor Number: |  | 1. Internal Order: |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 2. A.B.N. 68 706 814 312 | | | | 1. SP 020 2. Revised January 2016 | | |  | | | |  | | | |  |  | |
| 1. Purchase Order and Contract for the Supply of Goods and Repair Services | | | 1. Purchase Order No. | | | | 1. Amendment No. | | | | 1. Order Date | 1. Page 2. of | |
| 1. Supplier Details 2. A.B.N. 3. A.C.N./A.R.B.N. | | | | | | 1. Supplier’s Quotation or Reference No. | 1. Delivery Location including any special instructions | | | | | | | | 1. Address for Claims for Payment | | |
| 1. Standing Offer No. 2. (If applicable) |
|
| 1. Item 2. No. | 1. NATO 2. Stock 3. No. | | 1. Item Description | | | | 1. Unit | | 1. Qty | | 1. Unit Price 2. ($A, Duty Paid, GST Exclusive) | | | 1. GST Applies (Y/N) | 1. Item Subtotal 2. ($A, Duty Paid, GST Exclusive) | | 1. Delivery Date |
|  |  | |  | | | |  | |  | |  | | |  |  | |  |
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|  | | | | | | | | | | | | | | | | | |
| 1. Total Number of Items on this Purchase Order | | | | | | |  | 1. Contract Price (GST Exclusive) | |  | | 1. Total GST |  | | 1. Contract Price (GST Inclusive) | |  |
|  | | | | | | | | | | | | | | | | | |
| 1. Financial Year | | 1. Account Code | | | 1. Cost Centre Code | 1. Work Breakdown Structure | 1. Project | | | | | | | | | | |
| 1. Inquiries regarding this order should be directed to the Contract Officer: 2. Name: 3. Address: 4. Phone No: 5. Fax No: 6. Email: | | | | | | | 1. This Purchase Order and Contract is issued on the terms set out in the agreed Terms and Conditions in the […INSERT NAME OF STANDING OFFER…] and any Special Conditions attached to this Official Order by the Commonwealth. 2. Signed on behalf of the Commonwealth: 3. ……………..….. ………………………… ………..…………. ……….. 4. Signature Name Appointment Date | | | | | | | | | | |
| 1. Commonwealth Special Conditions attached: 2. Yes 3. No | | | | | | |

attachment d

adjustment FORMULA (OPTIONAL)

Note to drafters: This Attachment must be included if Option B is selected at clause 2 of Annex C to the conditions of tender.

Drafters must ensure that this Attachment D contains Defence’s preferred indices. See the Note to drafters below at clause 2 for information on selecting preferred indices.

1. adjustment
   1. The Unit Prices shall be subject to annual adjustment in accordance with the following formula:



where:

AUP = Adjusted Price;

EDP = Unit 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 Price Adjustment Date; and

Vo = 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.

1. Index

Note to drafters: ASDEFCON (Standing Offer for Goods) is based on an assumption that only one index needs to be applied. If the prices for different items of Supplies are to be adjusted with reference to different indices, or a formula which applies to more than one index is considered necessary, the template must be amended.

Drafters must select an appropriate index from the list of Financial Investigation Service (FIS) approved indexes. Any index selected which is not included in the FIS approved list of indexes must be reviewed and cleared by FIS prior to inclusion in the RFT or Contract. The list of approved indexes is available from:

<http://drnet.defence.gov.au/casg/commercial/SpecialistCommercialServices/Pages/FIS-Endorsed-Indexes.aspx>

Drafters should contact FIS if they require further assistance.

Note to tenderers: Tenderers should note that agreements reached as a result of work place enterprise bargaining are not considered to be awards for the purposes of the formula set out in Attachment D to the draft conditions of deed.

* 1. The designated index shall be as follows:

|  |  |  |
| --- | --- | --- |
| 1. **Description of Index** | 1. **Table** | 1. **Group** |
| 1. Example 2. ABS Catalogue 6427.0 Producer Price Indexes, Australia | 1. 12 | 1. Output of the Manufacturing industries, division, subdivision, group and class index numbers. Index Numbers ;  Manufacturing division ;  A2305166A |

attachment e

Confidential INFORMATION and reporting (CORE)

Note to drafters: Drafters must review their draft Deed to determine if it contains commercial information that meets the Confidentiality Test. Drafters should then review the examples provided below, prior to release of the RFT, and complete the tables as appropriate.

Commercial information claimed to be confidential must be assessed against the Confidentiality Test and only information that meets this test can be included in this Attachment. Only the information in this Attachment can be considered for reporting confidentiality provisions on AusTender and for Senate Order 192.

Note to tenderers: This Attachment will consist of the successful tenderer’s response to this attachment and any negotiated adjustments.

The Commonwealth’s policy on the identification of Confidential Information, including the ‘Confidentiality Test’, is contained on the Department of Finance (DoF) website at: <https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle>.

The following four criteria comprise the ‘Confidentiality Test’, and must all be met before commercial information will be considered to be Confidential Information:

1. Criterion 1: The information to be protected must be specifically identified;
2. Criterion 2: The information must be commercially sensitive;
3. Criterion 3: Disclosure would cause unreasonable detriment to the owner of the information or another party; and
4. Criterion 4: The information was provided with an express or implied understanding that it would remain confidential.

The period of confidentiality must be specified for each item (eg for the period of the Deed, a period specified in the Deed). It should not be for an unlimited period.

Pricing provisions in Attachment A must only be listed in this Attachment if they meet the Confidentiality Test.

Confidential Information

| 1. Clause number | 1. Clause Title | 1. Reason for classification | 1. Party for whom the information is confidential | 1. Period of confidentiality |
| --- | --- | --- | --- | --- |
| 1. Conditions of Deed, *for example* | | | | |
| 1. Clause 8.3 2. (eg if an amended liability regime) | 1. Limitation of Liability | 1. Contains details about liability regime that meets the DoF Confidentiality Test | 1. Commonwealth / Contractor |  |
| 1. Any tailored clauses | 1. (Insert any clauses which are not standard template clauses and meet the DoF Confidentiality Test) | 1. Insert relevant reason. | 1. Insert name of party |  |
| 1. Attachment A: 2. (List relevant Supplies) | 1. Price and Delivery Schedule | 1. Contains details about commercially sensitive pricing information that is not in the public domain (including profit margins and the underlying price basis) | 1. Insert name of contractor |  |

ATTACHMENT F

GLOSSARY (CORE)

Note to drafters: All conditions of tender definitions in section two should be removed from the version used for any resultant Deed, as they are no longer applicable.

Definitions, acronyms and abbreviations that are not used in a draft Deed may be deleted. If drafters propose a new definition, acronym or abbreviation, careful consideration must be given to the legal effect of that addition in the context of the existing document.

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

1. Acronyms and Abbreviations

| 1. Abbreviation | 1. Description |
| --- | --- |
| 1. ABN | 1. Australian Business Number |
| 1. ACM | 1. Asbestos Containing Material |
| 1. ADF | 1. Australian Defence Force |
| 1. AIC | 1. Australian Industry Capability |
| 1. ARBN | 1. Australian Registered Body Number |
| 1. ASD | 1. Australian Signals Directorate |
| 1. AIC | 1. Australian Industry Capability |
| 1. AIA | 1. Australian Industry Activity |
| 1. ATO | 1. Australian Taxation Office |
| 1. CMCA | 1. Contractor Managed Commonwealth Assets |
| 1. COMSEC | 1. Communications Security |
| 1. COTS | 1. Commercial-Off-The-Shelf |
| 1. CPRs | 1. Commonwealth Procurement Rules – April 2019 |
| 1. DI(G) | 1. Defence Instruction (General) |
| 1. DI ADMINPOL | Defence Instruction Administrative Policy |
| 1. DISP | 1. Defence Industry Security Program |
| 1. DOE | 1. Department of Employment |
| 1. DSPF | 1. Defence Security Principles Framework |
| 1. GST | 1. Goods and Services Tax |
| 1. IP | 1. Intellectual Property |
| 1. IPP | 1. Indigenous Procurement Policy |
| 1. ISO | 1. International Standards Organisation |
| 1. LIA | 1. Local Industry Activity |
| 1. MEC | 1. Multiple Entry Consolidated |
| 1. PEPPOL | 1. Pan-European Public Procurement On-Line |
| 1. PT PCP | Note to drafters: Include if clauses 10.8.6-10.8.96 is included in the COD.   1. Payment Times Procurement Connected Policy |
| 1. SCCG | 1. Security Classification and Categorisation Guide |
| 1. SDS | 1. Safety Data Sheet |
| 1. STR | 1. Statement of Tax Record |
| 1. TD | 1. Technical Data |
| 1. WHS | 1. Work Health and Safety |

1. DEFINITIONS

| 1. Term | 1. Status | 1. Definition |
| --- | --- | --- |
| 1. Acceptance | 1. (Core) | 1. means signature by the Commonwealth Representative of a Supplies Acceptance Certificate in accordance with clause 5.2 of the COD; and "Accept" has a corresponding meaning. |
| 1. Adjustment | 1. (Optional) | 1. means the process by which Unit Prices are revised in accordance with Attachment D. |
| 1. Adjustment Date | 1. (Optional) | 1. means each anniversary of the Effective Date specified in the Details Schedule, starting from the second anniversary of the Effective Date. |
| 1. Australian Industry Activity | 1. (Optional) | 1. means an activity required to be undertaken by ANZ industry as set out in the AIA Schedule. |
| 1. Australian Industry Activity Schedule | 1. (Optional) | 1. means the Schedule set out at Attachment G. |
| 1. Approval | 1. (Core) | 1. means the act of the Commonwealth Representative or Authorised Officer approving, in writing, a contract change proposal, Quotation, claim, proposal or particular course of action as a basis for further work under the Deed or any Contract. 2. Approval does not constitute Acceptance; ‘Approve’ and ‘Approved’ have corresponding meanings. |
| 1. Asbestos Containing Material | 1. (Core) | 1. has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth). |
| 1. Australian Privacy Principles | 1. (Core) | 1. has the same meaning as in the *Privacy Act 1988* (Cth) |
| 1. Authorisation | 1. (Core) | 1. means a licence, accreditation, permit, registration, regulatory approval, Export Approval or other documented authority (however described), required by law and necessary for the delivery of the Supplies or the work to be performed under the Deed or any Contract. |
| 1. Authorised Officer | 1. (Core) | 1. means any person nominated in accordance with clause 2.2 of the conditions of deed, or, if no Authorised Officer has been nominated, means the Commonwealth Representative. |
| 1. Base Date | 1. (Core) | 1. means […INSERT BASE DATE…]. |
| 1. Circuit Layout | 1. (Core) | 1. means a circuit layout that is protected under the *Circuit Layouts Act 1989* (Cth) or the corresponding laws of any other jurisdiction. |
| 1. Commercial and Government Entity (CAGE) CodeItem | 1. (Core) | 1. means the codeany item or service that identifiesis:    1. available to the general public or in the manufacturer of market for defence goods and services for supply on standard commercial terms; and    2. able to be used for its intended purpose under the Contract without development or modification (except for any minor modification or reconfiguration that is necessary and commonly required to install the item or use the service), 2. but does not include an item created, manufactured or produced by the Contractor or a Related Body Corporate of the Contractor. |
| 1. Commercial Software | 1. (Core) | 1. means Software that is:    1. a Commercial Item;    2. supplied without further development or modification in conjunction with a Commercial Item, under the standard commercial terms applicable to that item; or 2. Free and Open Source Software. |
| 1. Commercial TD | 1. (Core) | 1. means TD that is:    1. a Commercial Item; or    2. supplied, without further development or modification in conjunction with a Commercial Item or Commercial Software under the standard commercial terms applicable to that item or software. |
| 1. Commercialise | 1. (Core) | 1. means, in respect of the Commonwealth or any of its sublicensees, to exploit the IP in TD, Contract Material or Software in return for payment of a Royalty or a commercial return to the Commonwealth or the sublicensee. |
| 1. Commonwealth Supplier Code of Conduct | 1. (Core) | 1. means the Commonwealth Supplier Code of Conduct, as amended from time to time. |
| 1. Consolidated Group | 1. (Optional) | 1. means a Consolidated Group or a MEC group as those terms are defined in section 995-1 of the *Income Tax Assessment Act* *1997* (Cth). |
| 1. Contract | 1. (Core) | 1. means the enforceable contract that is created when an Official Order is placed under the Deed. |
| 1. Contract Material | 1. (Core) | 1. means information, other than TD or Software, reduced to a material form (whether stored electronically or otherwise) that is delivered or required to be delivered to the Commonwealth under the Contract. |
| 1. Contract Price | 1. (Core) | 1. means the amount payable by the Commonwealth under a Contract made pursuant to the Deed[, excluding any interest payable under clause 6.7 of the COD].   Note to drafters: the words in square brackets should only form part of the definition of ‘Contract Price’ if clause 6.7 is included in the resultant Deed. |
| 1. Contractor Managed Commonwealth Assets | 1. (Core) | 1. means any item owned by the Commonwealth which is in the care, custody or control of the Contractor, its officers, employees, agents or Subcontractors. CMCA includes GFM but does not include items of Supplies unless those items have been:    1. Accepted by the Commonwealth in accordance with the Contract; and    2. identified in the Contract, or otherwise by the Commonwealth Representative to the Contractor, as being items that are required to be held by the Contractor as CMCA. |
| 1. Correctly Rendered Invoice | 1. (Optional) | 1. ***Note to drafters: Include if clauses 9.9.6 to 9.9.10 (regarding PT PCP) are included in the COD.*** 2. for the purposes of clause 9.9.7 of the COD, means an invoice which is:    1. rendered in accordance with all of the requirements of the relevant PT PCP Subcontract; and    2. for amounts that are correctly calculated and due for payment and payable under the terms of the relevant PT PCP Subcontract. |
| 1. day | 1. (Core) | 1. means a calendar day. |
| 1. Dangerous Goods | 1. (Core) | 1. has the meaning given in the Australian Code for the Transport of Dangerous Goods by Road and Rail (as amended from time to time). |
| 1. Deed | 1. (Core) | 1. means the COD, the attachments and any document expressly incorporated as part of the Deed. |
| 1. Defence | 1. (Core) | 1. means the Department of Defence or the ADF. |
| 1. Defence Personnel | 1. (Core) | 1. means an employee or member of Defence (whether of the Permanent Forces or Reserves as defined in the *Defence Act 1903* (Cth)) and the equivalents from other organisations on exchange to Defence. |
| 1. Defence Purposes | 1. (Core) | 1. 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. |
| 1. Defence Service Provider | 1. (Core) | 1. means a person, other than Defence Personnel, involved in Defence work or engaged by the Department of Defence or the Australian Defence Force. |
| 1. document | 1. (Core) | 1. includes:    1. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and    2. any article or material from which sound, images, or writings are capable of being reproduced with or without the aid of any other article or device. |
| 1. Export Approval | 1. (Core) | 1. means an export licence, agreement, approval or other documented authority (however described) relating to export, required from the relevant authority in the country of origin and necessary for the provision of the Supplies. |
| 1. Free and Open Source Software | 1. (Core) | 1. means Software that:    1. is distributed on a free to use basis without a requirement to pay a Royalty or other fee; and    2. may be used, modified, developed or adapted by any person subject to specified conditions, 2. and includes open source software, public domain software, shareware, community source software and freeware. |
| 1. General Interest Charge Rate | 1. (Core) | 1. means the ATO sourced general interest charge rate determined under section 8AAD of the *Tax Administration Act 1953* (Cth). |
| 1. Glossary | 1. (Core) | 1. means this glossary at Attachment F to the Contract. |
| 1. GST Act | 1. (Core) | 1. means *A New Tax System (Goods and Services Tax) Act 1999* 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. |
| 1. GST Group | 1. (Optional) | 1. means a GST group formed in accordance with Division 48 of the GST Act. |
| 1. Hazardous Chemical | 1. (Core) | 1. has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth). |
| 1. Imported Content | 1. (Core) | 1. means that part of the Supplies (measured by value) that is not LIA or Australian Government charges or duties, including GST. This includes that part of the Supplies that is of overseas (other than New Zealand) origin and comprises all associated costs including, but not limited to, international freight and cartage (by other than Australian and New Zealand industry carriers), agent’s fees, and overseas storage. |
| 1. Insolvency Event | 1. (Core) | 1. means, in respect of a person:   a. the person becoming bankrupt or insolvent;  b. the person becoming subject to one of the forms of external administration provided for in Chapter 5 of the Corporations Act 2001, including:  (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 Corporations Act 2001;  (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 Corporations Act 2001;  (iii) the appointment of an administrator under Part 5.3A of the Corporations Act 2001 in relation to the person; or  (iv) the appointment of a liquidator or provisional liquidator in relation to the person;  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;  d. the person is wound up by resolution or an order of the court;  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;  f. the person makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors;  g. the person becomes an insolvent under administration; or  h. the person ceases to carry on business. |
| 1. Intellectual Property | 1. (Core) | 1. means all present and future rights conferred by law in or in relation any of the following:    1. Copyright;    2. rights in relation to a Circuit Layout, Patent, Registerable Design or Trade Mark (including service marks); and    3. any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world whether registered or unregistered. |
| 1. Licence | 1. (Core) | means a means a non-exclusive licence of IP in respect of TD, Software or Contract Material, being a licence that:   * 1. is fully paid-up and does not require any additional payment by the licensee, including by way of Royalty or any other fee;   2. cannot be revoked or terminated by the licensor for any reason except upon expiration of a statutory protection term;   3. operates in perpetuity without any action required on the part of the licensee to renew or extend the licence;   4. operates on a world-wide basis; and   5. binds each successor in title to the owner of the IP in respect of the TD, Software or Contract Material. |
| 1. month | 1. (Core) | 1. means a calendar month. |
| 1. Moral Rights | 1. (Core) | 1. means:    1. a right of attribution of authorship;    2. a right not to have authorship falsely attributed; or    3. a right of integrity of authorship. |
| 1. Notifiable Incident | 1. (Core) | 1. has the meaning given in sections 35 to 37 of the *Work Health and Safety Act 2011* (Cth). |
| 1. Official Order | 1. (Core) | 1. means the document to be used by the Commonwealth in the form set out in Attachment C by which the Commonwealth places an order for the Supplies and enters into a Contract with the Contractor. |
| 1. Ozone Depleting Substance | 1. (Core) | 1. means any substance identified as having ozone depleting potential in the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) or any regulations made under that Act. |
| 1. Patent | 1. (Core) | 1. means the rights and interests in any registered, pending, or restored standard or innovation patent under the *Patents Act 1990* (Cth) or the corresponding laws of any other jurisdiction, including all provisional applications, substitutions, continuations, continuations-in-part, continued prosecution applications including requests for continued examination, divisions, additions and renewals, all letters patent granted, and all reissues, re-examinations and extensions, term restorations, confirmations, registrations, revalidations, revisions and supplemental protection certificates. |
| 1. Panel | 1. (Optional) | 1. 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. |
| 1. Personal Information | 1. (Core) | 1. has the same meaning as in the *Privacy Act 1998* (Cth). |
| 1. Price Adjustment | 1. (Optional) | 1. means the process by which Unit Prices are revised in accordance with Attachment D. |
| 1. Price Adjustment Date | 1. (Optional) | 1. means the last Working Day of the month that is twelve calendar months from the Base Date and the last Working Day of the month occurring each twelve calendar months thereafter. |
| 1. Privacy Commissioner | 1. (Core) | 1. has the same meaning as in the Australian Information Commissioner Act 2010 (Cth). |
| 1. Problematic Substance | 1. (Core) | 1. means an Ozone Depleting Substance, Synthetic Greenhouse Gas, Dangerous Good or Hazardous Chemical. |
| 1. PT PCP | 1. (Optional) | 1. ***Note to drafters: Include if clauses 9.9.6 to 9.9.10 (regarding PT PCP) are included in the COD.*** 2. means the Commonwealth’s ‘Payment Times Procurement Connected Policy’. |
| 1. PT PCP Policy Team | 1. (Optional) | 1. ***Note to drafters: Include if clauses 9.9.6 to 9.9.10 (regarding PT PCP) are included in the COD.*** 2. means the relevant Minister, department or authority that administers or otherwise deals with the PT PCP on the relevant day. |
| 1. PT PCP Subcontract | 1. (Optional) | 1. ***Note to drafters: Include if clauses 10.8.6 to 10.8.10 (regarding PT PCP) are included in the COD.***   means a Subcontract between a Reporting Entity and another party (**Other Party**) where:   * 1. the Subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Contract;   2. both parties are carrying on business in Australia; and   3. the component of the Subcontract for the provision of goods or services for the purposes of the Contract has a total value of less than (or is reasonably estimated will not exceed) $1,000,000 (inc GST) during the period of the Subcontract, not including any options, extensions, renewals or other mechanisms that may be executed over the life of the Subcontract;   but does not include the following Subcontracts:   * 1. Subcontracts entered into prior to the Reporting Entities’ tender response for the Contract;   2. Subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or   3. Subcontracts for the purposes of:      1. procuring and consuming goods or services overseas; or      2. procuring real property, including leases and licences. |
| 1. PT PCP Subcontractor | 1. (Optional) | 1. ***Note to drafters: Include if clauses 10.8.6 to 10.8.10 (regarding PT PCP) are included in the COD.*** 2. means the party that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract. |
| 1. PTR Act | 1. (Optional) | 1. ***Note to drafters: Include if clauses 10.8.6 to 10.8.10 (regarding PT PCP) are included in the COD.*** 2. means the *Payment Times Reporting Act 2020* (Cth), as amended from time to time, and includes a reference to any subordinate legislation made under the Act. |
| 1. Quotation | 1. (Core) | 1. means a quote provided to the Commonwealth in accordance with clause 1.7 of the COD. |
| 1. Reduction Amount | 1. (Core) | 1. means a revised Contract Price reflecting the reduction in value for money of the non-complying Supplies in accordance with clause 5.2.6 of the COD. |
| 1. Registrable Design | 1. (Core) | 1. means a design able to be protected under the *Designs Act 2003* (Cth) or the corresponding laws of any other jurisdiction. |
| 1. Related Body Corporate | 1. (Core) | 1. has the meaning given by section 9 of the *Corporations Act 2001* (Cth)*.* |
| 1. Relevant Employer | 1. (Optional) | 1. 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. |
| 1. Reporting Entity | 1. (Optional) | 1. ***Note to drafters: Include if clauses 10.8.6 to 10.8.10 (regarding PT PCP) are included in the COD.*** 2. has the meaning given to this term in the *PTR Act*. |
| 1. Reporting Entity Subcontractor | 1. (Optional) | 1. ***Note to drafters: Include if clauses 10.8.6 to 10.8.10 (regarding PT PCP) are included in the COD.*** 2. means any person that: 3. is a Reporting Entity; and 4. provides goods or services directly or indirectly to the Contractor for the purposes of the Contract where the value of such goods or services are estimated to exceed $4,000,000 (inc GST). 5. ‘Reporting Entity Subcontract’ has a corresponding meaning. |
| 1. Royalty | 1. (Core) | 1. means a payment or credit made by a licensee in consideration for the exercise of a particular right or privilege by the licensor in favour of the licensee for the use of, or the right to use, any IP, however calculated. |
| 1. Safety Data Sheet | 1. (Core) | 1. means a safety data sheet prepared in accordance with the Code of Practice, Preparation of Safety Data Sheets for Hazardous Chemicals, approved under section 274 of the Work Health and Safety Act 2011 (Cth). |
| 1. SG2 Application for a Deviation | 1. (Core) | 1. means the certificate required to be completed under clause 5.2.6 of the COD. |
| 1. Software | 1. (Core) | 1. means a collection of computer code comprising a set of instructions or statements used directly or indirectly by a computer to bring about a certain result, (including using a computer programming language to control a computer or its peripheral devices) and includes computer programs, firmware and applications, but excludes Source Code. |
| 1. Source Code | 1. (Core) | 1. means the expression of Software in human readable form which is necessary to understand, maintain, modify, correct and enhance that Software. |
| 1. Standard | 1. (Core) | 1. a document, established by consensus and approved by a recognised body, that provides, for common and repeated use, rules, guidelines or characteristics for activities or their results, aimed at the achievement of the optimum degree of order in a given context. |
| 1. Statement of Tax Record or STR | 1. (Optional) | 1. has the same meaning as in the *Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement* – March 2019. |
| 1. Subcontractor | 1. (Core) | 1. means any person, other than the Commonwealth, that for the purposes of the Deed or any Contract, furnishes goods or services to the Contractor or indirectly to the Contractor through another person; and ‘Subcontract’ has a corresponding meaning. |
| 1. Subcontractor Personnel | 1. (Core) | 1. means an employee, officer or agent of the Subcontractor. |
| 1. Supplies | 1. (Core) | 1. means goods (including IP and TD) specified in Attachment A that are offered by the Contractor to the Commonwealth under the Deed or any Contract. |
| 1. Supplies Acceptance Certificate | 1. (Core) | 1. means the certificate issued under clause 5.2 of the COD and as set out at Attachment B. |
| 1. Synthetic Greenhouse Gas | 1. (Core) | 1. means any gas identified as a Synthetic Greenhouse Gas in the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) or in any regulations made under that Act*.* |
| 1. Technical Data | 1. (Core) | 1. means technical or scientific data, know-how or information, reduced to a material form (whether stored electronically or otherwise) in relation to Supplies described in the Specification and includes calculations, data, databases, designs, design documentation, drawings, guides, handbooks, instructions, manuals, models, notes, plans, reports, simulations, sketches, specifications, standards, Training Materials (excluding Software), test results and writings and includes Source Code. |
| 1. Term | 1. (Core) | 1. means the period determined in accordance with clause 1.3 of the conditions of Deed. |
| 1. Third Party IP | 1. (Core) | 1. means that IP which is owned by a party other than the Commonwealth, or the Contractor and is embodied in the Supplies, or attaches to, the Supplies or is otherwise necessarily related to the functioning or operation of the Supplies, and is not limited to COTS items. |
| 1. Unit Prices | 1. (Core) | 1. means the prices for individual items of Supplies listed in Attachment A. |
| 1. Use | 1. (Core) | 1. means, in relation to a licence of any TD, Software or Contract Material granted to a licensee, to:    1. use, reproduce, adapt and modify the TD, Software or Contract Material in accordance with the licence; and    2. disclose, transmit and communicate the TD, Software or Contract Material:       1. to the licensee's employees, officers and agents; and       2. to a sublicensee under a sublicence granted in accordance with the licence. |
| 1. WHS Legislation | 1. (Core) | 1. means:    1. the *Work Health and Safety Act 2011* (Cth) and the *Work Health and Safety Regulations 2011* (Cth); and    2. any corresponding WHS law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth). |
| 1. Wilful Default | 1. (Core) | 1. means a default where the breach relates to an act or omission that is intended to cause harm, or otherwise involves recklessness in relation to an obligation not to cause harm. |
| 1. Working Day | 1. (Core) | 1. in relation to the doing of an action in a place, means any day in that place other than:    1. a Saturday, Sunday or public holiday; and    2. any day within the two-week period that starts on:       1. the Saturday before Christmas Day; or       2. if Christmas Day falls on a Saturday, Christmas Day. |

1. Referenced Documents

| 1. Reference | 1. Description |
| --- | --- |
| 1. ARPANSA Radiation Protection Series No. 3 | 1. Radiation Protection Standard for Maximum Exposure Levels to Radiofrequency Fields – 3 kHz to 300 GHz (2002) |
| 1. AS/NZS ISO 14001:2004 | 1. Environmental management systems—Requirements with guidance for use |
| 1. AS/NZS 4801:2001 | 1. Occupational health and safety management systems—Specification with guidance for use |
|  | 1. Auditor-General Act 1997 (Cth) |
|  | 1. Australian Code for the Transport of Dangerous Goods by Road and Rail, (extant edition and as amended from time to time) |
|  | 1. Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010) (Cth) |
| 1. Shadow Economy Procurement Connected Policy | 1. *Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement* – March 2019. |
|  | 1. *Defence Cost Principles, as amended from time to time.* |
|  | 1. *Code of Practice, Managing the Work Environment and Facilities (an approved code of practice under section 274 of the WHS Act)* |
|  | 1. *Code of Practice, Preparation of Safety Data Sheets for Hazardous Chemicals (an approved code of practice under section 274 of the WHS Act)* |
| 1. CPRs | 1. Commonwealth Procurement Rules – December 2020 |
|  | 1. *Complaints and Alternative Resolutions Manual* |
|  | 1. *Criminal Code Act 1995* (Cth) |
|  | 1. *Defence and Industry Policy Statement* |
|  | 1. *Defence Work Health and Safety (WHS) Manual* |
| 1. DEFLOGMAN, Part 2, Vol 5 | 1. Stocktaking of Defence Assets and Inventory |
|  | 1. *Designs Act 2003* (Cth) |
| 1. DSPF | 1. Defence Security Principles Framework, as amended from time to time |
|  | 1. *Financial Policy – Gifts and Benefits* |
|  | 1. *Financial Policy - Sponsorship* |
| 1. GHS | 1. Globally Harmonised System of Classification and Labelling of Chemicals, 3rd Revised Edition |
| 1. GST Act | 1. *A New Tax System (Goods and Services Tax) Act 1999* (Cth) |
|  | *Incident Reporting and Management Manual* |
|  | *Integrity Policy Manual* |
| 1. IPP | 1. *Commonwealth Indigenous Procurement Policy* – July 2015. A copy of the IPP is available from: <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp> |
|  | 1. *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989 (Cth)* |
| 1. PT PCP | 1. *Payment Times Procurement Connected Policy* |
|  | 1. *Privacy Act 1988 (Cth)* |
| 1. WHS Act | 1. *Work Health and Safety Act 2011* (Cth) |
| 1. WHS Regulations | 1. *Work Health and Safety Regulations 2011* (Cth) |
|  | 1. Workplace Gender Equality Act 2012 (Cth) |
|  | 1. Workplace Gender Equality Procurement Principles |

ATTACHMENT G

AUSTRALIAN INDUSTRY capability (AIC) (core)

1. Australian Industry Activities Schedule REQUIREMENTS

Note to tenderers: Attachment G will consist of an amalgamation of this Attachment, the AIA Schedule at Table 1 in Annex D of the conditions of tender and the successful tenderers response.

ATTACHMENT H

Technical Data and Software Rights SCHEDULE (core)

Note to tenderers: Attachment H defines any restrictions on the TD and Software rights granted under any resultant Deed. Attachment H will consist of an amalgamation of information contained in this draft Attachment H, the successful tenderer's response to TDR C-6 and any negotiated adjustments.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Unique Line Item Description** | **Owner or Licensor** | **System/ Subsystem/ Component/CI Name** | **Description of TD or Software** | **Restrictions on Commonwealth's rights to sublicence the TD or Software**  **(COC, clause 5.2.2b(ii))** | **Justification for Restriction(s)** |
| (a) | (b) | (c) | (d) | (e) | (f) |
| *Example:*  *H-1-1* | *Contractor* | *Helicopter Landing System* | *Aircraft structural loads and certification data* | *Licences do not include right to grant sublicences for the purpose of a third party upgrading the Helicopter Landing System.* | *This data requires access to competitively sensitive data.* |
| *Example:*  *H-1-2* | *Contractor* | *Combat Management System* | *Mission Planning Software* | *Licences do not include right to grant sublicences for the purpose of developing or upgrading the Software without the prior written consent of XYZ Pty Ltd.* | *This data requires access to competitively sensitive data.* |
| *Example:*  *H-1-3* | *Contractor* | *Communications System* | *Business Process Manual* | *Licences do not include a right to grant sublicences to use the manual to upgrade the Communications System.* | *Contains competitively sensitive data that are trade secrets which will be disclosed if used to upgrade the Communications System.* |
| *Example:*  *H-1-4* | *EW Pty Ltd* | *Combat Management System* | *Electronic Warfare Source Code* | *Licences do not include a right to grant sublicences to develop the Source Code.* | *Contains competitively sensitive data that are trade secrets which will be disclosed if the Source Code is made available for development.* |

ATTACHMENT I

SECURITY CLASSIFICATION and categorisation guide (OPTIONAL)

Note to drafters: A SCCG is to be included where the procurement involves classified information or security-protected assets.

For information on developing a SCCG refer to the Defence Security and Vetting Service guidance on Business Impact Levels at:

<http://drnet/AssociateSecretary/security/advice/Pages/bils.aspx> and contact the Defence Security and Vetting Services Project Security Team at [DSA.ProjectSecurity@defence.gov.au](mailto:DSA.ProjectSecurity@defence.gov.au).

**[DRAFTERS TO INSERT SECURITY CLASSIFICATION AND CATEGORISATION GUIDE PRIOR TO RELEASE OF RFT]**.

ATTACHMENT J

Application for A deviation (core)

* 1. Attachment J consists of the following forms:

1. SG-002 Application for a Deviation (Core)
2. *1. Under no circumstances shall the applicant incorporate the deviation until approval from the appropriate contract authority has been received.*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| SG 002 Revised Jan 2016 | Department of Defence  **Application for a Deviation** | | | | 1. **Distribution** 2. Original – Applicant’s copy Copy 2 – QAR Copy 3 – Contracting Authority  Copy 4 – Ordering Authority Copy 5 – DAA Copy 6 – User authority |
| 1. Applicant’s reference no. | Applicant requests decision by | | | |
| 1. QAR authority reference no. |  | 1. Date | 1. *(Negotiated with the contract authority)* | 1. ***Note:*** *Policy and procedure for this process are issued as a Department Quality Assurance Instruction* | |

1. *2. Approval of this deviation does not represent an authority to change the design nor to extend the non-conformance, of any other item in the  
   contract.*
2. *3. The applicant must be a responsible officer of the supplier’s, contractor’s or subcontractor’s organisation acceptable to the contract authority.*

**Part 1 – To be completed by applicant** *(Applicant includes, but is not limited to supplier, contractor and in-service provider)*

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. *\*Denotes mandatory fields* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. \*a. Name and address of applicant | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1. \*b. Contract or order no. | | | | | | | | |  |
|  | | 1. \*c. Main item or assembly | | | | | | | | | | | | | | | | | | | | 1. d. Component | | | | | | | | | | | | | | | | | | | | |  |
|  | | 1. \*e. Relevant documentation *(include issue no. and date)* | | | | | | | | | | | | | | | | | | | | 1. f. Specification no. | | | | | | | | | | | | 1. g. Part identification no. | | | | | | | | |  |
|  | | 1. h. Batch lot or reference | | | | | | | | | | | | | | | | | | | | 1. \*i. Period or quantity involved | | | | | | | | | | | | | | | | | | | | |  |
|  | | 1. \*j. Description of deviation (including supporting data – attach additional sheets if necessary). Refer to note 1. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| 1. \*k. Effect of deviation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. *Enter ‘S’ = Satisfactory, ‘A’ = Adversely affected, ‘N’ = Not known If ‘A’ or ‘N’ is used, supporting documentation is to be attached.* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |  |
|  | |  | |  | 1. Interchangability | | |  | | | 1. Function | | | | | | | 1. Price variation | | | | | | |  | | | | |  | 1. Delivery variation | | | | | | | |  | | |  |  |
|  | |  | |  | 1. Strength | | |  | | | 1. Safety | | | | | | | 1. Yes | | | | | | | 1. No | | | | |  | 1. Yes | | | | | | | | 1. No | | |  |  |
|  | |  | |  | 1. Quality control | | |  | | | 1. Life | | | | | | | 1. If ‘Yes’,Increase | | | | | | | 1. Decrease | | | | |  | 1. If ‘Yes’,Longer | | | | | | | | 1. Shorter | | |  |  |
|  | |  | |  | 1. Maintainability | | |  | | | 1. Weight | | | | | | | 1. If ‘Yes’, supporting information is to be attached. | | | | | | | | | | | |  | 1. If ‘Yes’, supporting information  is to be attached. | | | | | | | | | | |  |  |
|  | |  | |  | 1. Environmental compliance | | | | | | | | | | | | | 1. Are there other critical factors affected which are not listed? Is ‘Yes’, attach details | | | | | | | | | | | | | | | | | | | 1. Yes | | | 1. No | |  |  |
|  | |  | | | | | |  | | | | | | | | | |  | | |  | |  |  |
| 1. \*l. Is permanent design change proposed? | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. Yes | | | | 1. No | | | 1. If ‘No’, box n. is to be completed and box o. is to be completed where applicable. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| 1. \*m. Applicant’s design department (if applicable, attach agreed conditions) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. Signature – (Design department) | | | | | | | | | | 1. Printed name | | | | | | | | | | | 1. Appointment | | | | | | | | | | 1. Phone number | | | | | | | | 1. Date | |  |
|  | | 1. n. Proposed corrective action for deviation application *(Attach additional sheets where necessary)* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  | | 1. o. Proposed action to prevent recurrence *(Attach additional sheets where necessary)* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| 1. \*p. Agreed by applicant (All details are correct, and design department signatory is authorised) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. Signature – Application | | | | | | | | | | 1. Printed name | | | | | | | | | | | 1. Appointment | | | | | | | | | | 1. Phone number | | | | | | | | 1. Date | |  |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. *⏺ When Part 1 is complete, forward both pages of the form and all attachments to Defence Quality Assurance Representative.* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1. Applicant’s reference no. | | | | | | | |
| Part 2 – To be completed by the Defence Quality Assurance Representative | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1. QAR authority reference no. | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. a. General comments (including, based on objective evidence, that effects identified in Part 1 k. are verified) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| 1. b. Application referred to c. ‘For information’ copy provided to CA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. User authority *(in-service applications)*  and/or Design acceptance authority | | | | | | | | | | | | | | | | | | | | | | | | |  | 1. Contract authority | | | | | | | | | | | | | |  |
| 1. d. QAR (Sections a. and b. above have been completed where applicable and 2. details supplied in Part 1 are assessed as being complete and accurate) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. Signature | | | | | | | | | | 1. Printed name | | | | | | | | | | 1. Appointment | | | | | | | | | | 1. Phone number | | | | | | | | 1. Date | |  |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Part 3 – To be completed by the User Authority *(Where applicable to in-service requirements)* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. a. Application is | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. Endorsed | | | | | | | | | | | 1. Is restriction attached? | | | | | | | 1. Yes  *(Attach response)* | | | | | | | 1. No | | | | | | | | | | 1. Not endorsed  *(Attach reasons)* | | | | |  |
| 1. b. User representative | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. Signature | | | | | | | | | | 1. Printed name | | | | | | | | | | 1. Appointment | | | | | | | | | | 1. Phone number | | | | | | | | 1. Date | |  |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Part 4 – To be completed by the Design Acceptance Authority or delegate | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. a. Category | | | | | | | 1. Category guidelines | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  | | Critical | | | | | | 1. Mission critical and/or threat to life | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  | | Major | | | | | | 1. Significant issues that do not affect the mission or pose no threat to life. | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  | | Minor | | | | | | 1. Lesser issues affecting configuration. | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| 1. b. Need for permanent design change is agreed c. If ‘No’, return to agreed specification by | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. Yes  No | | | | | | | | | | | | | |  | | 1. Date |  | | | | | | | | | | | |  | | | | | | | | | | | |
| 1. d. Comments | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| 1. e. Technical endorsement  Endorsed Not endorsed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. Signature | | | | | | | | | | 1. Printed name | | | | | | | | | | 1. Appointment | | | | | | | | | | 1. Phone number | | | | | | | | 1. Date | |  |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Part 5 – Approval — To be completed by the Contract Authority or representative | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Contract authority or representative *(Cost and schedule implications have been accessed) (CCP and/or ECP action has been initiated)* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. Application is: | | | | 1. Approved | | | | | | | | 1. Not Approved *(Attach reasons)* | | | | | | | | | | |  | 1. CCP | | | | | | | | 1. ECP | | | | | | 1. N/A | |  |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. Signature | | | | | | | | | | 1. Printed name | | | | | | | | | | | 1. Appointment | | | | | | | | | 1. Phone number | | | | | | | | 1. Date | |  |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Part 6 – To be completed by the Defence Quality Assurance Representative | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Application close out *(The details on this form have been recorded and copies dispatched as per distribution list)* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. Signature | | | | | | | | | | 1. Printed name | | | | | | | | | | | 1. Appointment | | | | | | | | | 1. Phone number | | | | | | | | 1. Date | |  |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |