GLOSSARY (CORE)

Note to drafters: Definitions, acronyms and abbreviations that are not used in a particular Contract may be deleted from this list. If drafters consider that an additional definition, acronym or abbreviation should be added, careful consideration needs to be given to the legal effect of the proposed addition in the context of the existing document.

All acronyms, abbreviations, definitions and referenced documents (if included in definitions), should be reviewed for currency prior to both the RFT release and the Effective Date.

1. Acronyms and Abbreviations

| Abbreviation | Description |
| --- | --- |
| 1. ABN | 1. Australian Business Number |
| 1. ACE | Australian Contract Expenditure |
| 1. ACM | 1. Asbestos Containing Material |
| 1. ACIP | 1. Approved Contractor Insurance Program |
| 1. ADF | 1. Australian Defence Force |
| 1. AFD | Application for a Deviation |
| 1. AIA | Australian Industry Activity |
| 1. AIC | Australian Industry Capability |
| 1. ANZ | 1. Australia and New Zealand |
| 1. APS | 1. Adjusted Performance Score |
| 1. ASD | 1. Australian Signals Directorate |
| 1. CAATE | 1. Commonwealth-Authorised Annual Technical Effort |
| 1. CASG | 1. Capability Acquisition and Sustainment Group |
| 1. CASR | 1. Commonwealth Assets Stocktaking Report |
| 1. CAGE | 1. Commercial And Government Entity |
| 1. CCB | 1. Configuration Control Board |
| 1. CCP | 1. Contract Change Proposal |
| 1. CI | 1. Configuration Item |
| 1. CM | 1. Configuration Management |
| 1. CMCA | 1. Contractor Managed Commonwealth Assets |
| 1. COC | 1. Conditions of Contract |
| 1. COMSEC | 1. Communications Security |
| 1. CPR | 1. Contract Performance Review |
| 1. CPRs | 1. Commonwealth Procurement Rules – July 2022 |
| 1. CSA | 1. Configuration Status Accounting |
| 1. CSR | 1. Contract Status Report |
| 1. CWBS | 1. Contract Work Breakdown Structure |
| 1. DEFLOGMAN | 1. Defence Logistics Manual |
| 1. DID | 1. Data Item Description |
| 1. DISP | 1. Defence Industry Security Program |
| 1. DPMC | 1. Department of Prime Minister and Cabinet |
| 1. DSPF | 1. Defence Security Principles Framework |
| 1. ERP | Enterprise Resource Planning |
| 1. ESCM | 1. Electronic Supply Chain Manual |
| 1. FBL | 1. Functional Baseline |
| 1. G&A | 1. General and Administrative |
| 1. GFD | 1. Government Furnished Data |
| 1. GFE | 1. Government Furnished Equipment |
| 1. GFI | 1. Government Furnished Information |
| 1. GFM | 1. Government Furnished Material |
| 1. GST | 1. Goods and Services Tax |
| 1. ICE | Imported Contract Expenditure |
| 1. IP | 1. Intellectual Property |
| 1. KPI | 1. Key Performance Indicator |
| 1. MEC | 1. Multiple Entry Consolidated |
| 1. MILIS | 1. Military Integrated Logistics Information System |
| 1. MMP | 1. Maintenance Management Plan |
| 1. NATA | 1. National Association of Testing Authorities |
| 1. Non-RI | 1. Non-Repairable Item |
| 1. NTE | 1. Not To Exceed |
| 1. NZBN | New Zealand Business Number |
| 1. OEM | 1. Original Equipment Manufacturer |
| 1. QMS | 1. Quality Management System |
| 1. PBL | 1. Product Baseline |
| 1. PEPPOL | 1. Pan-European Public Procurement On-Line |
| 1. PT PCP | Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.   1. Payment Times Procurement Connected Policy |
| 1. RAAF | 1. Royal Australian Air Force |
| 1. RAN | 1. Royal Australian Navy |
| 1. RI | 1. Repairable Item |
| 1. S&Q | 1. Survey and Quote |
| 1. S&TE | 1. Support and Test Equipment |
| 1. SAC | 1. Supplies Acceptance Certificate |
| 1. SCCG | 1. Security Classification and Categorisation Guide |
| 1. SDS | 1. Safety Data Sheet |
| 1. SME | Small to Medium Enterprise |
| 1. SOW | 1. Statement of Work |
| 1. SPTSPW | 1. Support Short Pricing Workbook |
| 1. SSMP | 1. Support Services Management Plan |
| 1. STR | 1. Statement of Tax Record |
| 1. TD | 1. Technical Data |
| 1. TDL | 1. Technical Data List |
| 1. TDSR | 1. Technical Data and Software Rights |
| 1. WHS | 1. Work Health and Safety |

1. DEFINITIONS
   1. In the Contract, unless the contrary intention appears, words, abbreviations and acronyms have the meaning given to them in this Glossary or in the Details Schedule.

| Term | Status | Definition |
| --- | --- | --- |
| 1. Acceptance | 1. (Core) | 1. means acceptance of Deliverables delivered in the course of providing the Services in accordance with clause 6.5 of the COC, signified by the Commonwealth Representative’s signature (or by an Authorised Person’s signature) of the SAC; and ‘Accept’ has a corresponding meaning. |
| 1. ACE Measurement Rules | 1. (Optional) | 1. means the referenced document titled *‘Australian Contract Expenditure Measurement Rules’*, which defines the methods to be applied to determine the values for ACE and ICE for the Contract. |
| 1. Achieved Performance | 1. (Optional) | 1. for a KPI for a Review Period, means a number representing the Contractor's performance against the KPI in the Review Period, as determined in accordance with Annex E to Attachment B. |
| 1. Adjusted Performance Score | 1. (Optional) | 1. for a KPI for a Review Period, means the percentage score determined, in accordance with Annex E to Attachment B, as the Contractor’s Adjusted Performance Score, representing the relative value of the Achieved Performance to the Commonwealth. |
| 1. Adjustment Date | 1. (Core) | 1. means:    1. in respect of the first application of the formula in clause 5.2 of Attachment B, 1 July immediately following the Effective Date; and    2. in respect of any subsequent application of the formula in clause 5.2 of Attachment B, each anniversary of the date referred to in paragraph a.   Note to drafters: This definition is drafted on the assumption that the Adjustment Dates will align with financial years, but it may be amended to suit the individual draft contract. If the preference is to align the Adjustment Dates with each anniversary of the Effective Date then this definition could be replaced with the following:  means each anniversary of the Effective Date. |
| 1. Adjustment Note | 1. (Core) | 1. has the same meaning as in the GST Act. |
| 1. Adjustment Payment | 1. (Core) | 1. has the meaning given by clause 7.3.4 of the COC. |
| 1. Aeronautical Stock Item | 1. (Core) | 1. means aircraft or aircraft related equipment including missiles, propulsion units, safety and survival equipment, and/or the components, accessories and materials required to maintain those items; ground communications, radar and navigation equipment and components necessary for the efficient and safe control and operation of an aircraft, missile or propulsion unit; support equipment, including aircraft simulators and training devices, automated test equipment and breakdown spares. |
| 1. AIA Schedule | (Optional) | means the AIA Schedule within Attachment K. |
| 1. AIC Obligations | (Optional) | 1. means the obligations under the Contract relating to AIC, as described under clause 4.2 of the COC. |
| 1. AIC Schedule | (Optional) | 1. means the AIC Schedule within Attachment K. |
| 1. Allowable Costs | 1. (Core) | 1. means a cost incurred by the Contractor that is an allowable cost in accordance with the meaning in the Defence Cost Principles. |
| 1. Annual ACE Value | 1. (Core) | 1. means the value identified in Table B-4 of Attachment B as the value of ACE to be achieved for Recurring Services in an applicable year (or other period for pricing of the Recurring Services Fee). |
| 1. Application for a Deviation | 1. (Core) | 1. means an Application for a Deviation in the form of the annex to DID-PM-MGT-AFD. |
| 1. Approval | 1. (Core) | * 1. for a data item, has the meaning given by clause 2.3 of the SOW; and   2. in every other context, means the act of the Commonwealth Representative approving a particular claim, proposal or course of action as a basis for further work under the Contract.  1. Approval in either case does not constitute Acceptance; ‘Approve’ has a corresponding meaning. |
| 1. Approved Subcontractor | 1. (Core) | 1. means a Subcontractor listed in Attachment I or the Approved Subcontractor section of an S&Q Order; and ‘Approved Subcontract’ means a contract between the Contractor and an Approved Subcontractor. |
| 1. Approved Substance | 1. (Core) | 1. means a Problematic Substance that is:    1. specified for use by the Commonwealth in writing, including a Problematic Substance used for a purpose(s) stated in Technical Data that has been specified by the Commonwealth for use in providing the Services;    2. Approved and used for the purpose(s) specified in an Approved Application for a Deviation; or    3. Approved and used for the purpose specified in the Approved SSMP. |
| 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. Assets Register | 1. (Core) | 1. means the log used by the Contractor for recording Contractor Managed Commonwealth Assets. |
| 1. Associated Parties | 1. (Core) | 1. means other entities (including other contractors and Commonwealth organisations) performing activities related to the Products, the Services, the parent system or platform (if applicable), or otherwise having a connection with the Services. |
| 1. Attachment | 1. (Core) | 1. means an Attachment to the Contract. |
| 1. Audit | 1. (Core) | 1. means a systematic, independent and documented process for obtaining audit evidence and evaluating it objectively to determine the extent to which audit criteria are fulfilled. |
| 1. Australian Contract Expenditure or ACE | 1. (Optional) | 1. has the meaning given in paragraph 2.2 of the ACE Measurement Rules. |
| 1. Australian Entity | 1. (Optional) | 1. means:    1. a company registered under the *Corporations Act 2001* (Cth) or a company registered under the *Companies Act 1993* (New Zealand);    2. a body corporate, partnership, joint venture or association formed or incorporated in Australia or New Zealand; or    3. a foreign-owned company in Australia or New Zealand, and which has a registered body number (ie, ARBN or NZRBN), 2. carrying on business through a permanent establishment in Australia or New Zealand, including as evidenced through employment and the conduct of business operations in Australia or New Zealand. |
| 1. Australian Industry | 1. (Optional) | 1. means Australian Entities that perform work in Australia or New Zealand. |
| 1. Australian Industry Activity | 1. (Optional) | 1. means an activity identified as an Australian Industry Activity in Attachment K. |
| 1. Australian Industry Capability or AIC | 1. (Core) | 1. means the program of activities set out in the Contract to achieve the Government and Defence policies for Australian Industry. |
| 1. Australian 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 provision of Services or the performance of the Contract. |
| 1. Authorised Person | 1. (Core) | 1. means a person who is delegated a function or authorised to carry out a function on behalf of the Commonwealth Representative in accordance with the Contract. |
| 1. Beyond Economic Repair | 1. (Optional) | 1. means the categorisation given to an unserviceable Product when the cost of repairing the Product outweighs the cost of buying a replacement Product. |
| 1. Beyond Physical Repair | 1. (Optional) | 1. means the categorisation given to an unserviceable Product when it cannot physically be repaired (eg, due to damage). |
| 1. Cannibalisation | 1. (Optional) | 1. means the removal of a serviceable item from one system or high-level spare, in order to use that item to make another system available to undertake operations; and ‘Cannibalise’ has a corresponding meaning. |
| 1. Capability | 1. (Core) | Note to drafters: Insert the applicable Capability name where indicated. Amend the following definition if there is no Mission System included at Annex A to the SOW. Instead, replace the term ‘Mission System’ with the actual higher-level systems or equipment to which the Products being supported relate.   1. means the **[INSERT NAME]** Capability. Capability is the power to achieve a desired operational effect in a nominated environment within a specified time and to sustain that effect for a designated period. For the **[INSERT NAME]** Capability, this is achieved through the employment of the Mission System(s), the Support System, and other inputs provided by Defence. |
| 1. Defence Cost Principles | 1. (Core) | 1. means the DefenceCost Principles, as amended from time to time. |
| 1. Certification | 1. (Core) | * 1. for clause 10 of the SOW, has the meaning given by clause 10.1.2 of the SOW. ’Certified’ has a corresponding meaning; and   2. in relation to the certification of Products, means the end result of a process, which formally examines and documents compliance of a Product against predefined standards, to the satisfaction of the certificating authority. |
| 1. Change of Control | 1. (Core) | 1. means:    1. a body corporate or entity that Controls the Contractor or the Guarantor ceases to Control the Contractor or the Guarantor; or    2. a body corporate or entity that does not Control the Contractor or the Guarantor comes to Control the Contractor or the Guarantor. |
| 1. Circuit Layout | 1. (Core) | 1. means a circuit layout that is protected under the *Circuit Layouts Act 1989* (Cth) or the corresponding laws of any other jurisdiction. |
| 1. Claim | 1. (Core) | 1. means a claim, demand, suit or proceeding of any kind, including by way of court proceedings, proceedings in the nature of arbitration, mediation or other methods of dispute resolution and administrative claims and proceedings (whether or not before a tribunal). |
| 1. Commercial and Government Entity Code | 1. (Core) | 1. means the code that identifies the manufacturer of an item in the NATO Codification System. |
| 1. Commercial Item | 1. (Core) | 1. means an item or service that is:    1. available to the general public or in the market for defence goods and services for supply on standard commercial terms; and    2. able to be used for its intended purpose under the Contract without development or modification (except for any minor modification or reconfiguration that is necessary and commonly required to install the item or use the service),   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    3. Free and Open Source Software. |
| 1. Commercial TD | 1. (Core) | 1. means TD that is:    1. a Commercial Item; or    2. supplied, without further development or modification, in conjunction with a Commercial Item or Commercial Software under the standard commercial terms applicable to that item or Software. |
| 1. Commercialise | 1. (Core) | 1. means, in respect of the Commonwealth or any of its sublicensees, to exploit the IP in TD, Contract Material or Software in return for payment of a royalty or a commercial return to the Commonwealth or the sublicensee. |
| 1. Commonwealth-authorised Annual Technical Effort or CAATE | 1. (Optional) | 1. has the meaning given by clause 5.1.2 of the SOW. |
| 1. Commonwealth Contractor | 1. (Core) | 1. means a person (other than the Contractor or a Subcontractor) engaged by the Commonwealth to provide goods or services to the Commonwealth. |
| 1. Commonwealth Default | 1. (Core) | 1. means a Default by the Commonwealth, a Commonwealth Officer or a Commonwealth Contractor. |
| 1. Commonwealth Mandated GFM | 1. (Optional) | 1. means GFE or GFD identified as ‘Commonwealth Mandated GFM’ in:    1. Attachment G; or    2. the GFM section of a S&Q Order. |
| 1. Commonwealth Officer | 1. (Core) | 1. means any of the following:    1. a Minister of State for the Commonwealth;    2. a person employed or engaged under the *Public Service Act 1999* (Cth) or the *Members of Parliament (Staff) Act 1984* (Cth);    3. a person who is included in Defence Personnel; and    4. a member of the Australian Federal Police. |
| 1. Commonwealth Personnel | 1. (Core) | 1. means any Commonwealth Officers, Defence Personnel and any other agents of the Commonwealth. |
| 1. Commonwealth Premises | 1. (Core) | 1. means any of the following that is owned, leased, occupied or operated by the Commonwealth:    1. an area of land or any other place (whether or not it is enclosed or built on);    2. a building or other structure; and    3. a vehicle, a vessel (including a submarine) or an aircraft. |
| 1. Commonwealth Property | 1. (Core) | 1. means property of any kind (including GFM) owned or leased by, or in the possession of, the Commonwealth. |
| 1. Commonwealth Service Provider | 1. (Core) | 1. means a person (including an officer or employee of the person) engaged to perform a function, or discharge a duty, of the Commonwealth, including a person engaged to provide:    1. professional, administrative, contract management or project management services to Defence; or    2. technical management or assurance services, including verification and validation, safety, certification, security or capability development. |
| 1. Commonwealth Supplier Code of Conduct | 1. (Core) | 1. means the Commonwealth Supplier Code of Conduct, as amended from time to time. |
| 1. Confidential Information | 1. (Core) | 1. means information (whether or not owned by the Commonwealth) that meets all of the following criteria:    1. is specifically identified at Attachment E or in the Confidential Information section of an S&Q Order;    2. is commercially sensitive (not generally known or ascertainable);    3. the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and    4. was provided with an express understanding that it would remain confidential, 2. but does not include information which:    1. is or becomes public knowledge other than by breach of the Contract;    2. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or    3. has been independently developed or acquired by the receiving party. |
| 1. Configuration Audit | 1. (Optional) | means Product configuration Verification accomplished by inspecting documents, Products and records; and reviewing procedures, processes, and systems of operation to Verify that the Product has achieved its required attributes (performance requirements and functional constraints) and the Product's design is accurately documented. Includes both functional and physical configuration audits. |
| 1. Configuration Baseline (or ‘Baseline’) | 1. (Optional) | means:   * 1. in the context of a Product, an agreed-to description of the attributes of a Product, at a point in time, which serves as a basis for defining change;   2. in the context of documentation, an approved and released document, or a set of documents, each of a specific revision; the purpose of which is to provide a defined basis for managing change;   3. in the context of Configuration Management documents, the currently approved and released configuration documentation; and   4. in the context of a Software Product, a released set of files comprising a Software version and associated configuration documentation. |
| 1. Configuration Control | 1. (Optional) | 1. means:    1. in the context of configuration documentation, a systematic process that ensures that changes to released configuration documentation are properly identified, documented, evaluated for impact, approved by an appropriate level of authority, incorporated, and verified; and    2. in the context of a Product, the Configuration Management activity concerning: the systematic proposal, justification, evaluation, co-ordination, and disposition of proposed changes; and the implementation of all approved and released changes into:       1. the applicable configurations of a Product;       2. associated Product information; and       3. supporting and interfacing Products and their associated information. |
| 1. Configuration Identification | 1. (Optional) | 1. means:    1. in the context of an identification process, the unique identifiers for a Product and its configuration documents; and    2. in the context of a Configuration Management activity, the systematic process of selecting the Product attributes, organising associated information about the attributes, and stating the attributes. This Configuration Management activity encompasses the:       1. selection of Configuration Items;       2. determination of the types of configuration documentation required for each Configuration Item;       3. issuance of numbers and other identifiers affixed to the Configuration Items and to the technical documentation that defines the Configuration Item’s configuration; and       4. release of Configuration Items and their associated configuration documentation, and establishment of Configuration Baselines for Configuration Items. |
| 1. Configuration Item | 1. (Optional) | 1. means an aggregation of hardware/Software (or any of its discrete proportions), which satisfies an end item use function and is designated for Configuration Management. |
| 1. Configuration Management or CM | 1. (Optional) | 1. means a process for establishing and maintaining consistency of a Product's performance, functional, and physical attributes with its requirements, design and operational information throughout its life. |
| 1. Configuration Status Accounting | 1. (Optional) | 1. means the Configuration Management activity that formalises the recording and reporting of the established product configuration information, the status of requested changes, and the implementation of approved changes including changes occurring to Product units during operation and maintenance. |
| 1. Consolidated Group | 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. Consumable | 1. (Optional) | 1. means a Non-Repairable Item (Non-RI) which is consumed, or used beyond recovery in normal use, including Non-RIs such as ammunition, adhesives, rivets, paint, fuel, lubricants, sealants, sheet metal, lock wire, nuts, bolts, cleaning materials and electrical wiring cables. |
| 1. Contract | 1. (Core) | 1. means the COC (including the Details Schedule), the Attachments including the SOW, any S&Q Order and any document expressly incorporated as part of the Contract. |
| 1. Contract Change Proposal | 1. (Core) | 1. means a proposal in the format required by and submitted in accordance with clause 11.1 of the COC. |
| 1. Contract Material | 1. (Core) | 1. means information, other than TD or Software, reduced to a material form (whether stored electronically or otherwise) that is delivered or required to be delivered to the Commonwealth under the Contract. |
| 1. Contract Performance Review | 1. (Core) | 1. means a review conducted in accordance with clause 3.3 of the SOW. |
| 1. Contractor Default | 1. (Core) | 1. means a Default in relation to the Contract by the Contractor or Contractor Personnel. |
| 1. Contractor Managed Commonwealth Asset or CMCA | 1. (Core) | 1. means any item of Commonwealth Property subject to inventory and stock control that is in the care, custody or control of the Contractor or Contractor Personnel for the purposes of the Contract. |
| 1. Contractor Personnel | 1. (Core) | means each of the following:   * 1. an employee, officer or agent of the Contractor;   2. a Subcontractor; and   3. an employee, officer or agent of a Subcontractor. |
| 1. Contractor Premises | 1. (Core) | means any of the following:   * 1. premises owned by the Contractor, a Related Body Corporate of the Contractor or a Subcontractor; and   2. premises:      1. that is leased by, or licensed to, the Contractor, a Related Body Corporate of the Contractor, or a Subcontractor; and      2. where the Contractor, Related Body Corporate or the Subcontractor is responsible for controlling physical access to the premises. |
| 1. Control | 1. (Core) | means, in relation to the Contractor or the Guarantor, any of the following:   * 1. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in the Contractor or the Guarantor;   2. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in the Contractor or the Guarantor;   3. the ability to appoint or remove a majority of the directors of the Contractor or the Guarantor;   4. the ability to exercise or control the exercise of the casting of a majority of the votes at the meeting of the board of directors of the Contractor or the Guarantor; or   5. any other means, direct or indirect, of dominating the decision making and financial and operating policies of the Contractor or the Guarantor. |
| 1. Controller | 1. (Core) | 1. has the same meaning as in the *Corporations Act 2001* (Cth). |
| 1. Copyright | 1. (Core) | 1. means any existing or future copyright as defined under the *Copyright Act 1968* (Cth) or the corresponding laws of any other jurisdiction in any original literary and artistic works, computer programs and Software, sound recordings and any other works or subject matter whether stored electronically or otherwise in which copyright subsists and may subsist in the future. |
| 1. Corrective Maintenance | 1. (Optional) | 1. means those actions necessary to restore items or systems (both hardware and Software) to a satisfactory condition or level of performance after failure or other unsatisfactory condition has been detected. It may be performed on any item, irrespective of whether another form of maintenance (such as Preventive Maintenance) is also defined for the item. In some cases the Corrective Maintenance action necessary may be equivalent to a Preventive Maintenance task defined for the item. Corrective Maintenance may also occur as a result of a suspected failure, even if further investigation indicates that no actual failure occurred. 2. With respect to Software, means reactive modification of a Software product after delivery to correct discovered problems. |
| 1. Correctly Rendered Invoice | 1. (Optional) | Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.   1. for the purposes of clause 11.9.12 of the COC, means an invoice which is:    1. rendered in accordance with all of the requirements of the relevant PT PCP Subcontract; and    2. for amounts that are correctly calculated and due for payment and payable under the terms of the relevant PT PCP Subcontract. |
| 1. 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. day | 1. (Core) | 1. means a calendar day. |
| 1. Default | 1. (Core) | 1. means any of the following:    1. a breach of an express or implied provision of the Contract by a party to the Contract; and    2. a breach of a general law duty or an applicable law in relation to the Contract by any of the following:       1. the Commonwealth or Commonwealth Personnel;       2. a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor; and       3. the Contractor or Contractor Personnel. 2. A breach of a general law duty or an applicable law by Commonwealth Personnel, a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor is taken to be a Default by the Commonwealth. 3. A breach of a general law duty or an applicable law by Contractor Personnel is taken to be a Default of the Contractor. |
| 1. Default Notice | 1. (Core) | 1. means a notice given to the Contractor requiring the Contractor to remedy a Default within the period specified in the notice. |
| 1. Defect | 1. (Core) | 1. means:    1. in respect of a Product or Deliverable, any fault, defect, damage, omission or deficiency in design, materials, workmanship or quality (other than fair wear and tear), which:       1. results in the Product or Deliverable not conforming to a requirement of this Contract or applicable legislation or recognised standards of practice; or       2. renders the Product or Deliverable unfit for its intended use; and    2. in respect of any other Service, the provision of the Service otherwise than in accordance with this Contract, applicable legislation or recognised standards of practice. |
| 1. Defence | 1. (Core) | 1. means the Department of Defence and/or the Australian Defence Force. |
| 1. Defence Personnel | 1. (Core) | 1. means an employee of the Department of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the *Defence Act 1903* (Cth)) and the equivalents from other organisations on exchange to Defence. |
| 1. Defence Property | 1. (Core) | 1. means Commonwealth Property administered by Defence. |
| 1. Defence Purpose | 1. (Core) | 1. means a purpose related to any of the following:    1. the defence and defence interests of Australia;    2. the national security of Australia;    3. the provision of aid or assistance in respect of an emergency or disaster (whether natural or otherwise); and    4. peacekeeping or peace enforcement activities. |
| 1. Defence Service Provider | 1. (Core) | 1. means a person, other than Defence Personnel, involved in Defence work or engaged by Defence. |
| 1. Deliverable(s) | 1. (Core) | 1. means any service, information (including Technical Data and Contract Material), document (including reports, manuals, designs, drawings and the like), hardware, Software or other thing, which is, or is required by the Contract to be, delivered or provided by the Contractor or its agents to the Commonwealth or its agents in the course of the performance of the Services. |
| 1. Demand | 1. (Optional) | 1. means an authorised request from the Commonwealth for the supply of a Stock Item by the Contractor. |
| 1. Deviation | 1. (Optional) | 1. means written authorisation to depart from the originally specified requirements for a Product. An Application for a Deviation is submitted before the event, when a condition is identified as not being able to be achieved, such as any of the following:    1. test requirement;    2. process requirement;    3. material requirement; and    4. quality system requirement. |
| 1. Direct Cost | 1. (Core) | 1. means a cost incurred by the Contractor that is a direct cost in accordance with the meaning in the Defence Cost Principles. |
| 1. Dispute | 1. (Core) | 1. means any dispute, difference or disagreement between the parties arising out of or in connection with this Contract, including any dispute or difference as to the formation, validity, existence or termination of this Contract. |
| 1. document | 1. (Core) | 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. Engineering Change Proposal | 1. (Optional) | 1. means a formal written proposal by the Commonwealth or the Contractor, prepared in accordance with the terms of the Contract, to vary the specific requirements of an article, either delivered or to be delivered, which will require revision of any of the following:    1. the Configuration Baseline;    2. the engineering drawings; and    3. any document referenced from the documents identified in either paragraph a or b. |
| 1. Engineering Services | 1. (Optional) | 1. means those Services associated with performing activities of an engineering nature, including design management, technical-integrity management, Configuration Management and Software support, as well as the management of these engineering activities. |
| 1. Engineering Support | 1. (Optional) | 1. means the organisation of hardware, Software, materiel, facilities, personnel, processes and Technical Data needed to enable Engineering Services to be competently provided for a Materiel System throughout its life. |
| 1. Excepted Risk | 1. (Core) | 1. means an event or circumstance that is any of the following:    1. an act of God, including a natural disaster (such as a bushfire, an earthquake, a flood, a landslide or a cyclone);    2. war, invasion, acts of foreign enemies, hostilities between nations, a terrorist act as defined in section 100.1 of the Criminal Code, civil insurrection or militarily usurped power;    3. confiscation by governments or public authorities; or    4. ionising radiation, contamination by radioactivity from nuclear fuel or waste, or combustion of nuclear fuels, 2. except to the extent that the event or circumstance (or any resulting delay, loss or damage):    1. arose out of or as a consequence of a Contractor Default; or    2. could have been prevented or mitigated, by reasonable care on the part of the Contractor or Contractor Personnel. |
| 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 Services. |
| 1. Extension Notice | 1. (Core) | 1. means a notice in the form of Annex B to Attachment F. |
| 1. Failure | 1. (Optional) | 1. means the inability of a system or component to perform its required functions within specified performance requirements. |
| 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. Functional Baseline | 1. (Core) | 1. means the current Approved documentation for a system or top level CI, which describes the functional, performance, interoperability, and interface characteristics and the Verification required to demonstrate the achievement of those specified characteristics. |
| 1. General Interest Charge | 1. (Core) | 1. means the Australian Taxation Office sourced rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth)expressed as a decimal rate per day*.* |
| 1. Goods and Services Tax | 1. (Core) | 1. has the same meaning as in the GST Act. |
| 1. Government Furnished Data or GFD | 1. (Optional) | 1. means the data (if any) identified as Government Furnished Data in:    1. Attachment G; or    2. the GFM section of an S&Q Order. |
| 1. Government Furnished Equipment or GFE | 1. (Optional) | 1. means the equipment (if any) identified as Government Furnished Equipment in:    1. Attachment G; or    2. the GFM section of an S&Q Order. |
| 1. Government Furnished Information or GFI | 1. (Optional) | 1. means the information (if any) identified as Government Furnished Information in:    1. Attachment G; or    2. the GFM section of an S&Q Order. |
| 1. Government Furnished Material or GFM | 1. (Optional) | 1. is the collective name for the GFE, GFD and GFI. |
| 1. GST Act | 1. (Core) | 1. means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). |
| 1. GST Group | 1. (Optional) | 1. means a GST group formed in accordance with Division 48 of the GST Act. |
| 1. Guaranteed Agreement | 1. (Optional) | Note to drafters: Include this if optional clause 7.8.2 is used in the COC.   1. means an agreement listed at Attachment 1 to the Master Deed of Guarantee and Indemnity. |
| 1. Guarantor | 1. (Core) | means the guarantor (if any) specified in the Deed of Guarantee and Indemnity, as identified in Item 9 of the Contract Details. |
| 1. Hazardous Chemical | 1. (Core) | has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth). |
| 1. Imported Contract Expenditure or ICE | (Optional) | has the meaning given in paragraph 2.3 of the ACE Measurement Rules. |
| 1. Industry Capability | (Optional) | means the ability, resulting from the employment of business, commercial and industry resources, to provide particular goods and/or services. An industry capability is one that is not only able to provide the goods and services when needed, but it is also sustainable over the period that the industry capability may be required. ‘Industry Capabilities’ has a corresponding meaning. |
| 1. Insolvency Event | 1. (Core) | 1. means, in respect of a person, any of the following:    1. the person:       1. becoming insolvent;       2. ceasing to carry on all or a material part of its business; or       3. taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;    2. the appointment of a Controller, a liquidator or provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property;    3. the person becoming subject to external administration provided for in Chapter 5 of the *Corporations Act 2001* (Cth);    4. the person suffering execution against, or the holder of a Security Interest or any agent on its behalf taking possession of, any of the person's property (including seizing the person's property within the meaning of section 123 of the *Personal Property Securities Act 2009* (Cth));    5. the person being taken under section 459F(1) of the *Corporations Act 2001* (Cth) to have failed to comply with a statutory demand;    6. an order or resolution for the winding up or deregistration of the person;    7. a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; and    8. any analogous event under the law of any applicable jurisdiction. |
| 1. Intellectual Property or IP | 1. (Core) | 1. means all present and future rights conferred by law in or in relation to any of the following:    1. Copyright;    2. rights in relation to a Circuit Layout, Patent, Registrable Design or Trade Mark (including service marks); and    3. any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world, whether registered or unregistered. |
| 1. Key Performance Indicator | 1. (Optional) | 1. means a performance measure specified at Annex E to Attachment B as a KPI, being a measure that is used to determine the Contractor's entitlement to Performance Payments. |
| 1. Key Person | 1. (Optional) | 1. means a person filling a Key Staff Position. |
| 1. Key Staff Position | 1. (Optional) | 1. means a position that requires a person with highly specialised skills or such capabilities that are crucial to the success of the Contract, as identified in accordance with COC clause 3.8. |
| 1. Latent Defect | 1. (Optional) | 1. means a Defect that:    1. was not discoverable by reasonable test, inspection or other methods of assurance before Acceptance of the Products, Deliverables or Services; and    2. other than in relation to Software, falls outside the incidence of random failures to be expected of the Products, Deliverables or Services of the relevant kind. |
| 1. Licence | 1. (Core) | 1. means a non-exclusive licence of IP in respect of TD, Software or Contract Material, being a licence that:    1. is fully paid-up and does not require any additional payment by the licensee, including by way of royalty or any other fee;    2. cannot be revoked or terminated by the licensor for any reason except on 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. Local Business | (Core) | Note to tenderers: This definition will be included from the successful tenderer’s response to TDR G. |
| 1. Loss | 1. (Core) | 1. means any liability, loss (including economic loss), damage, compensation, costs and expenses. |
| 1. Maintenance | 1. (Optional) | 1. means all actions taken to retain material in, or restore it to, a specified condition or to restore it to serviceability; and ‘Maintain’ has a corresponding meaning. It includes inspection, condition monitoring, servicing, repair, overhaul, testing, calibration, rebuilding, reclamation, upgrades, modification, recovery, classification and the salvage of technical equipment. Maintenance includes both Corrective Maintenance and Preventive Maintenance. |
| 1. Maintenance Management System | 1. (Optional) | 1. means the logistic information management system that is used for managing the provision and performance of Maintenance Services. There may be more than one Maintenance Management System used under the Contract (eg, Commonwealth-provided system and Contractor system). |
| 1. Maintenance Services | 1. (Optional) | 1. means those Services associated with performing Maintenance, including the management of Maintenance activities. |
| 1. Maintenance Support | 1. (Optional) | 1. means the organisation of hardware, Software, materiel, facilities, personnel, processes, and Technical Data needed to enable Maintenance Services to be competently provided for a Materiel System throughout its life. |
| 1. Major Change | 1. (Optional) | Note to drafters: If this definition is required, amend it prior to RFT release to suit the requirements of the Contract, particularly in relation to the Products at Annex A to the SOW.   1. means an engineering change that:    1. contains an engineering design for which the impact assessment is classified as significant in relation to the technical risk introduced by the implementation of the design;    2. affects the FBL of the Mission System(s) and/or of an item of Commonwealth-owned equipment;    3. affects the payments to be provided under the Contract;    4. affects any Key Performance Indicators (KPIs) included in the Contract;    5. results in significant retrofit action, particularly in relation to installed systems;    6. with respect to Software, any change that involves Adaptive Maintenance or Perfective Maintenance (but, for clarity, not Corrective Maintenance, except where otherwise may be determined in accordance with paragraphs a or g);    7. affects requirements (other than the Functional Baseline) and/or the design, and the Commonwealth considers the change has a significant impact upon one or more of the following:       1. the operational or performance characteristics of the Materiel System, including in relation to safety, security, survivability, reliability, maintainability, availability and supportability;       2. the ability to meet schedule requirements (eg, for a ship availability);       3. Government Furnished Equipment (GFE);       4. Interface Control Documents or specified interoperability with interfacing CIs, support equipment or support software, spares, trainers or training devices, equipment or software;       5. the content of operating instructions, maintenance documentation or other Technical Data (TD), other than those classified as Minor Changes;       6. interchangeability or replaceability as applied to CIs, and to all subassemblies and parts except the pieces and parts of non-repairable subassemblies;       7. sources of CIs or Repairable Items at any level defined by source-control drawings; and       8. skills, personnel numbers, training, biomedical factors or human-engineering design. |
| 1. Malware | 1. (Core) | 1. means Software or Source Code the intent or effect of which is malicious (ie, Software that may appear to be dormant or perform a useful or desirable function, but that actually gains unauthorised access to system resources or induces the user to execute other malicious logic). Malware is a generic term for a number of different types of malicious code including adware, spyware, bots, ransomware, rootkits, trojans, viruses and worms. |
| 1. Master Deed of Guarantee and Indemnity | 1. (Optional) | Note to drafters: Include this if optional clause 7.8.2 is used in the COC. Contact the ASDEFCON and Contracting Initiatives Team at [procurement.asdefcon@defence.gov.au](mailto:procurement.asdefcon@defence.gov.au) for information on the relevant Master Deed of Guarantee and Indemnity.   1. means the **[INSERT NAME OF THE DEED]** between the Commonwealth and the Guarantor dated **[INSERT DATE]**. |
| 1. Materiel System | 1. (Core) | 1. means a Mission System combined with its Support System. |
| 1. Milestone | (Core) | 1. in the context of S&Q Services, means a Milestone set out in the relevant S&Q Order. |
| 1. Minor Change | 1. (Optional) | Note to drafters: If this definition is required, amend it prior to RFT release to suit the requirements of the Contract, particularly in relation to the Products at Annex A to the SOW.   1. means an engineering change that does not meet the criteria for a Major Change and that:    1. changes a Baseline;    2. substitutes a component with one that is built to the same build standard; or    3. amends TD, and the amendments have no technical impact on the supported materiel’s form, fit, function, physical performance, logistic or maintenance support arrangements, and include amendments such as:       1. typographic errors;       2. grammatical errors;       3. misspellings;       4. incorrect page numbering;       5. incorrect nomenclature; and       6. incorrect contact information. |
| 1. Mission System | 1. (Core) | Note to drafters: This definition should be tailored to suit the context of the draft Contract.   1. means a system that directly performs an operational function, such as a ship, tank, aircraft or communications system. 2. The relationships between a Mission System and the Products may differ, depending upon the nature of each Product being supported under the Contract. For example, a Product may:    1. be a Mission System (eg, a truck or car);    2. form part of a Mission System (eg, a spare);    3. form part of a larger system-of-systems that comprises multiple Mission Systems (eg, a radio that forms part of a larger communications system-of-systems); or    4. be used in the support of a Mission System (ie, as part of the Support System for that Mission System). |
| 1. Modification Order | 1. (Optional) | 1. means the documentation that provides the means by which an approved configuration change resulting from an ECP process is incorporated into a Product. |
| 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. Non-Repairable Item | 1. (Core) | 1. means a Stock Item which is consumed in normal use; loses its original identity during periods of use by being incorporated into or attachment upon another assembly; or as a result of wear and tear, cannot be reconditioned because its design does not make it possible or its specific value does not justify it. |
| 1. Non-Standard Repairs | 1. (Optional) | 1. means repairs that are not documented in approved maintenance publications or instructions. |
| 1. Normal Time | 1. (Core) | 1. has the meaning given in clause 4.2.1 of Attachment B. |
| 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. Operating Support | 1. (Optional) | 1. means the organisation of hardware, Software, materiel, facilities, personnel, processes, and Technical Data needed to enable each Mission System to be competently operated throughout its life. |
| 1. Operating Support Services | 1. (Optional) | 1. means those Services associated with:    1. operating a Mission System;    2. performing activities that directly enable the operation of a Mission System (eg refuelling, fire-fighting and ordnance loading); and    3. managing Operating Support activities, 2. but excludes Maintenance of a Mission System and the provision of the associated Supply Services at the operational level. |
| 1. Other Time | (Core) | has the meaning given in clause 4.2.1 of Attachment B. |
| 1. Ozone Depleting Substance | 1. (Core) | 1. means any substance identified as having ozone depleting potential in the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) or any regulations made under that Act. |
| 1. Packaging | 1. (Core) | 1. means the wrapping, container, cushioning materials and palletisation materials, as required, in which an item is delivered, handled, stored or distributed until required for use or to be disposed of. |
| 1. Patent | 1. (Core) | 1. means the rights and interests in any registered, pending or restored standard or innovation patent under the *Patents Act 1990* (Cth) or the corresponding laws of any other jurisdiction, including all provisional applications, substitutions, continuations, continuations-in-part, continued prosecution applications including requests for continued examination, divisions, additions and renewals, all letters patent granted, and all reissues, re-examinations and extensions, term restorations, confirmations, registrations, revalidations, revisions and supplemental protection certificates. |
| 1. Performance Payment | 1. (Optional) | 1. means each amount determined in accordance with clause 5 of Annex E to Attachment B in respect of the Contractor's performance against each KPI in the Review Period. |
| 1. Personal Information | 1. (Core) | 1. has the same meaning as in the *Privacy Act 1988* (Cth). |
| 1. Prescribed Activities | 1. (Core) | 1. means:    1. the use, handling or storage of any of the following Hazardous Chemicals:       1. a prohibited carcinogen, restricted carcinogen or lead, each as defined in subregulation 5(1) of the *Work Health and Safety Regulations* *2011* (Cth); or       2. hazardous chemicals the use of which is restricted under regulation 382 of the *Work Health and Safety Regulations* *2011* (Cth) including polychlorinated biphenyls;    2. the use, handling or storage of a Problematic Source;    3. high risk work as defined in subregulation 5(1) of the *Work Health and Safety Regulations* *2011* (Cth);    4. electrical work on energised electrical equipment as contemplated by the *Work Health and Safety Regulations 2011* (Cth); or    5. remote or isolated work as defined in subregulation 48(3) of the *Work Health and Safety Regulations 2011* (Cth). |
| 1. Preventive Maintenance | 1. (Core) | 1. means all scheduled Maintenance actions performed to retain the systems in a serviceable condition, to ascertain the condition and correct functioning of the system hardware or Software, and to improve the reliability of the systems by providing systematic inspection, detection, prevention and delaying of known failure modes. Preventive Maintenance tasks include:    1. scheduled inspection on-condition tasks;    2. scheduled inspection Failure-finding tasks;    3. scheduled removal rework tasks; and    4. scheduled removal discard tasks.    5. with respect to Software, Preventive Maintenance also means the modification of a Software product after delivery to detect and correct latent faults in the Software product before they become effective faults. |
| 1. Privacy Commissioner | 1. (Core) | 1. has the same meaning as in the *Australian Information Commissioner Act 2010* (Cth). |
| 1. Problematic Source | 1. (Core) | 1. means a source of ionising or non-ionising radiation, from a material or apparatus, that is required to be licensed with the Australian Radiation Protection and Nuclear Safety Agency. |
| 1. Problematic Substance | 1. (Core) | 1. means an Ozone Depleting Substance, Synthetic Greenhouse Gas, Dangerous Good or Hazardous Chemical. |
| 1. Process Audit | 1. (Core) | 1. means a systematic, independent and documented review of a process (a process being a set of interrelated or interacting activities which transforms inputs into outcomes) resulting in the obtaining of audit evidence and evaluating such evidence to objectively determine the extent to which the process complies with stated requirements. The review may include any documentation and records associated with the process. |
| 1. Product | 1. (Core) | 1. means the items listed in Annex A to the SOW and other Products identified in the SOW for which support Services are required, including, where applicable, any subordinate component required for the support of Products. |
| 1. Product Audit | 1. (Core) | 1. means a systematic, independent and documented review of a product resulting in the obtaining of audit evidence and evaluating such evidence to objectively determine the extent to which the product complies with stated requirements. The review may include the inspection of the product and analysis of its processes, documentation and records. |
| 1. Product Baseline | 1. (Optional) | 1. means the current Approved documentation that describes the configuration of a CI during the production, fielding/deployment and operational support phases of its life cycle. The Product baseline describes all necessary physical or form, fit, and function characteristics of a CI, the selected functional characteristics designated for production Acceptance testing, and the production Acceptance test requirements. |
| 1. Products Restrictions Schedule | 1. (Core) | 1. means Attachment J. |
| 1. Project of Concern | 1. (Core) | 1. means any project or sustainment activity identified by the Minister for Defence and/or the Minister for Defence Materiel as a Project of Concern on the list held by Defence known as the Projects of Concern list. |
| 1. Proportionate Liability Law | 1. (Core) | 1. means any of the following:    1. *Civil Liability Act 2002* (NSW) – Part 4;    2. *Wrongs Act 1958* (Vic) – Part IVAA;    3. *Civil Liability Act 2002* (WA) – Part 1F;    4. *Civil Liability Act 2003* (Qld) – Chapter 2, Part 2;    5. *Civil Law (Wrongs) Act 2002* (ACT) – Chapter 7A;    6. *Proportionate Liability Act 2005* (NT);    7. *Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001* (SA) – Part 3;    8. *Civil Liability Act 2002* (Tas) – Part 9A;    9. *Competition and Consumer Act 2010* (Cth) – Part VIA;    10. *Corporations Act 2001* (Cth) – Part 7.10, Div 2A; and    11. *Australian Securities & Investments Commission Act 2001* (Cth) – Part 2, Division 2, Subdivision GA. |
| 1. PT PCP | 1. (Optional) | Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.   1. means the Commonwealth’s ‘Payment Times Procurement Connected Policy’. |
| 1. PT PCP Policy Team | 1. (Optional) | Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.   1. means the relevant Minister, department or authority that administers or otherwise deals with the PT PCP on the relevant day. |
| 1. PT PCP Subcontract | 1. (Optional) | Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.   1. 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; 2. 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) | Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.   1. 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) | Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.   1. 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. Quality | 1. (Core) | 1. means the degree to which a set of inherent characteristics fulfils requirements. |
| 1. Quality Management | 1. (Core) | 1. means coordinated activities to direct and control an organisation with regard to Quality. |
| 1. Quality Management System | 1. (Core) | 1. means the management system implemented by the Contractor in accordance with clause 10.1 of the SOW for the purposes of Quality Management. |
| 1. Rate of Effort | 1. (Optional) | 1. means the work loading to be undertaken by the Contractor based on the set level of operations conducted by the Commonwealth during a period nominated in the Contract. |
| 1. Recurring Services | 1. (Core) | 1. means all of the Services, other than any S&Q Services and Task-Priced Services, required to be provided by the Contractor under the Contract. |
| 1. Recurring Services Fee | 1. (Core) | 1. means, in respect of a given period, the amount determined in accordance with the relevant Schedule to Annex A to Attachment B as the Recurring Services Fee. |
| 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. (Optional) | 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 Supplier will continue to be obligated as a Relevant Employer until the number of its employees falls below 80. |
| 1. Remediation Plan | 1. (Core) | 1. means a plan required by clause 6.7 of the COC. |
| 1. Repairable Item | 1. (Core) | 1. means a Stock Item that, when unserviceable, can be reconditioned or economically repaired to a serviceable state for further use. |
| 1. Reporting Entity | 1. (Optional) | Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.   1. has the meaning given to this term in the *PTR Act*. |
| 1. Reporting Entity Subcontractor | 1. (Optional) | Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.   1. means any person that:    1. is a Reporting Entity; and    2. 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). 2. ‘Reporting Entity Subcontract’ has a corresponding meaning. |
| 1. Requirements Determination | 1. (Optional) | 1. means the process which establishes the quantity of Stock Items to be procured, and comprises the assessment, requirement computation, and procurement determination based on historical use/consumption data. |
| 1. Required Performance Level | 1. (Optional) | 1. for a KPI, means the level of performance that enables a fully effective contribution to Defence-required outcomes, as specified for the KPI in Annex E of Attachment B. |
| 1. Reserve Stock | 1. (Optional) | 1. means the quantities of Stock Items required to be held by the Contractor to service a level of operations over and above that which is contracted for normal operations. |
| 1. Reserve Stockholding Level | 1. (Optional) | 1. means the minimum holding of Reserve Stock required to be maintained by the Contractor unless otherwise Approved by the Commonwealth Representative. |
| 1. Review Period | 1. (Optional) | 1. means the period for measurement and assessment of the Contractor's performance against KPIs, as specified in Annex E to Attachment B. |
| 1. S&Q Quote | 1. (Core) | 1. has the meaning given in clause 3.10.2 of the COC. |
| 1. S&Q Order | 1. (Core) | 1. means an order issued by the Commonwealth in respect of an S&Q Service and of an S&Q Quote in the form of Part 3 of Annex A to DID-SPTS-S&Q. |
| 1. S&Q Services | 1. (Core) | 1. means the Services identified as S&Q Services in the SOW and such other services requested by the Commonwealth in accordance with clause 3.10 of the COC that are directly related to the Services. |
| 1. Security Interest | 1. (Core) | 1. means any of the following:    1. a security for the payment of money or performance of an obligation, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;    2. a ’security interest’ as defined in section 12(1) or (2) of the *Personal Property Securities Act 2009* (Cth); and    3. an agreement to create any of these or allow any of these to exist. |
| 1. Services | 1. (Core) | 1. means services and goods (including Deliverables, Technical Data, Software and Contract Material) required to be provided under the Contract and includes items acquired in order to be incorporated in the Services. |
| 1. Services Performance Review | 1. (Core) | 1. means a review conducted in accordance with clause 3.4 of the SOW. |
| 1. Small to Medium Enterprise | 1. (Optional) | 1. means an Australian Entity which has up to 200 full-time equivalent employees. |
| 1. Software | 1. (Core) | 1. means a collection of computer code comprising a set of instructions or statements used directly or indirectly by a computer to bring about a certain result, (including using a computer programming language to control a computer or its peripheral devices) and includes computer programs, firmware, applications and updates, but excludes Source Code. |
| 1. Software Updates | 1. (Optional) | 1. means, in relation to Software a new release of or change to that Software, which is designed to overcome errors or malfunctions in, or designed to improve the operation of, the Software. |
| 1. Source Code | 1. (Core) | 1. means the expression of Software in human readable language which is necessary for the understanding, maintaining, modifying, correction and enhancing of that Software. |
| 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. Stock Item | 1. (Optional) | 1. means a Product which is either a RI or a Non-RI and held either by the Commonwealth or the Contractor to support a Materiel System. Stock Items include spares. |
| 1. Subcontractor | 1. (Core) | 1. means any person (not the Commonwealth) that, for the purposes of the Contract, provides items or services directly or indirectly to the Contractor and includes Approved Subcontractors; and "Subcontract" has a corresponding meaning. |
| 1. Subcontractor Personnel | 1. (Core) | means any officers, employees or agents of a Subcontractor. |
| 1. Supplies Acceptance Certificate | 1. (Core) | 1. means a certificate in the form of Annex A to DID-PM-MGT-SAC or other form agreed between the parties. |
| 1. Supply | 1. (Optional) | 1. means the comprehensive function of providing Products and Services needed by users at the time and place required, and includes identification, requirement determination, procurement, receipt, inspection, storage, distribution, stock recording and accounting, reclamation and disposal. |
| 1. Supply Services | 1. (Optional) | 1. means those Services associated with performing Supply activities, including the management of those Supply activities. |
| 1. Supply Support | 1. (Optional) | 1. means the organisation of hardware, Software, materiel, facilities, personnel, processes and Technical Data needed to enable Supply Services to be competently provided for a Materiel System throughout its life. Supply Support also includes the Support Resources of spares, piece parts, Consumables and Packaging. |
| 1. Support and Test Equipment | 1. (Core) | 1. means the equipment needed to support the operation, support and disposal of a Materiel System, as and when required, throughout the life of the Materiel System. S&TE includes ground handling equipment, tools, personal protective equipment, metrology and calibration equipment, test equipment and automated test equipment, and diagnostic Software for support equipment maintenance. S&TE does not include either Training Equipment or Mission System equipment that is used by the Mission System when it is directly engaged in the performance of its mission. |
| 1. Support Resources | 1. (Core) | 1. means the physical products, including spares, equipment, materials, facilities, Technical Data, personnel and any other physical resources required to operate and support all or a particular part of a Materiel System as the case requires. |
| 1. Support System | 1. (Core) | 1. means the organisation of hardware, Software, materiel, facilities, personnel, processes and Technical Data required to enable a Mission System to be effectively operated and supported so that the Mission System can meet its operational requirements. The Support System includes the support required for Support Resources. The Support System embraces the support responsibilities undertaken by the Commonwealth, support contractors (including the Contractor), and support subcontractors (including Subcontractors). |
| 1. Surge | 1. (Optional) | 1. means a short to medium-term change to the rate of effort. |
| 1. Surveillance | 1. (Core) | 1. means continual monitoring and Verification of the status of an entity and analysis of records to ensure that specified requirements are being fulfilled (the entity could be a system, process, Product, project, contract etc). |
| 1. Synthetic Greenhouse Gas | 1. (Core) | 1. means any gas identified as a Synthetic Greenhouse Gas in the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) or in any regulations made under that Act. |
| 1. System Audit | 1. (Core) | 1. means a systematic, independent and documented review of a system (a system being a set of interrelated or interacting elements) resulting in the obtaining of audit evidence and evaluating such evidence to objectively determine the extent to which the system and its associated processes, documentation and records comply with stated requirements. The review may include any elements of the system. |
| 1. Task-Priced Services | 1. (Core) | 1. means the Services provided in accordance with clause 3.9 of the COC. |
| 1. Tax Invoice | 1. (Optional) | 1. has the same meaning as in the GST Act. |
| 1. taxable supply | 1. (Core) | 1. has the same meaning as in the GST Act. |
| 1. Technical Data or TD | 1. (Core) | 1. means technical or scientific data, know-how or information, reduced to a material form (whether stored electronically or otherwise) in relation to the Deliverables, Products, and includes calculations, data, databases, designs, design documentation, drawings, guides, handbooks, instructions, manuals, models, notes, plans, reports, simulations, sketches, specifications, standards, Training Materials, test results and writings, and includes Source Code. |
| 1. Technical Data and Software Rights Schedule or TDSR Schedule | 1. (Core) | 1. means Attachment D to the Contract. |
| 1. Technical Instruction | 1. (Optional) | Note to drafters: This definition may be amended to include the name of the applicable document used by the regulatory / assurance authority.   1. means a technical document, which is used to provide a rapid means of formally providing advice from an appropriate issuing authority to users and which is managed in accordance with its impact on Technical Integrity. |
| 1. Technical Integrity | 1. (Optional) | 1. means a Product’s fitness for service, safety and compliance with regulations for environmental protection. |
| 1. Term | 1. (Core) | 1. means:    1. the Initial Term; and    2. each Option Period, if any. |
| 1. Trade Mark | 1. (Core) | 1. means a trade mark protected under the *Trade Marks Act 1995* (Cth) or corresponding laws of any other jurisdiction. |
| 1. Training | 1. (Optional) | 1. means the processes, systems, materials, resources and Services for bringing Commonwealth Personnel to the required standard of competency by instruction, practice or other prescribed methodology. |
| 1. Training Equipment | 1. (Optional) | 1. means any item of equipment required to perform Training. |
| 1. Training Materials | 1. (Optional) | 1. means material, including reference manuals and publications for the Materiel System that were not principally developed for Training, necessary for a suitably qualified instructor to effectively and efficiently conduct a sequence of Training and/or assessment given a body of students who meet the defined entry requirements. This material includes lesson plans, lesson guides, presentation materials, assessment tools (including plans, exams and/or question sets, checklists and reporting sheets), Training aids and other Training Equipment, student précis, mass briefs, mission plans, and, if applicable, computer-based training Software and manuals. |
| 1. Training Services | 1. (Optional) | 1. means those Services associated with performing Training activities, including the management of those Training activities. |
| 1. Training Support | 1. (Optional) | 1. means the organisation of hardware, Software, materiel, facilities, personnel, processes and Technical Data needed to enable Training to be competently provided for a Materiel System throughout its life. |
| 1. Unrelated Party | 1. (Core) | 1. means any person other than any of the following:    1. the Commonwealth and Commonwealth Personnel;    2. the Contractor and Contractor Personnel;    3. a Related Body Corporate of the Contractor; and    4. an employee, officer or agent of a Related Body Corporate of the Contractor. |
| 1. Use | 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. Verification | 1. (Core) | 1. means confirmation by examination and provision of objective evidence that specified requirements to which a Product or Service, or aggregation of Products and Services, is built, coded, assembled and provided have been fulfilled; and “Verify” has a corresponding meaning. |
| 1. WHS Legislation | 1. (Core) | 1. means:    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 act in a place, means any day in that place other than:    1. a Saturday, Sunday or public holiday; or    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. |