STATEMENT OF WORK (core)

Note to tenderers: Attachment A will consist of an amalgamation of the draft SOW, the successful tenderer’s response, and any negotiated changes.

PRICE AND DELIVERY (CORE)

Note to tenderers: Attachment B will consist of an amalgamation of information submitted in the successful tenderer’s response to TDR C including details within the ‘Complex Materiel Volume 1 Pricing Workbook’ (CMV1PW), this draft Attachment, and any negotiated adjustments. Further guidance on completing the CMV1PW can be found in the CMV1PW Guide.

It is essential that the Price and Delivery Schedule captures all deliverables and events which are significant for both the Commonwealth and the Contractor to manage and implement the Contract. The Price and Delivery Schedule must include all events that attract a payment by the Commonwealth, including any progress payments.

Note to drafters: Some Annexes will include a file with the appropriate pricing table, such as a PDF copy of a spreadsheet from the ‘Complex Materiel Volume 1 Pricing Workbook’ (CMV1PW). Update the following table for the Annexes to be included in the Contract.

1. General
   1. Attachment B consists of the clauses and associated annexes listed in Table B-1:

Table B-1

|  |  |  |
| --- | --- | --- |
| Clause | Associated Annex | Annex File Name |
| 1. 2, Price and Delivery Schedule (CORE) | 1. Annex A, Price and Delivery Schedule | 1. (…INSERT the file name for the 'Price and Delivery Schedule' annex…) |
| 1. 3, Schedule of Prices for Further Quantities and Optional Extras (OPTIONAL) | 1. Annex B, Schedule of Prices for Further Quantities and Optional Extras | 1. (…INSERT the file name for the 'Further Quantities and Optional Extras' annex…) |
| 1. 4, Australian Contract Expenditure (OPTIONAL) | 1. Not applicable (included in Annex A) | 1. Not applicable |

* 1. The obligations of the Commonwealth under this Attachment B are subject to:
     1. the Contractor making a claim for payment in accordance with clause 7.2 of the COC; and
     2. the other provisions of the Contract.
  2. Except where expressly indicated to the contrary, the amounts set out in or calculated under this Attachment B are inclusive of all costs and other payments associated with providing the Supplies, including deliverable services, and carrying out all matters and doing all things necessary for the due and proper performance and completion of the Contract. This includes all licence fees, royalty payments, overseas taxes, duties and charges, Australian (Federal, State and Local Government) taxes including GST, customs and other duties and charges and arranging customs clearance and services of representatives.

1. Price and Delivery Schedule (CORE)

Note to tenderers: The CMV1PW worksheet to be used as the basis for Annex A will be the ‘Price and Delivery’ or the ‘Price and Delivery (simple)’ worksheet, depending on whether any resulting Contract will require an AIC program. Refer to TDR C-2 regarding the selected worksheet.

* 1. The Price and Delivery Schedule is detailed in the file: **(…INSERT the file name for the 'Price and Delivery Schedule' tab from the workbook…)**, and forms Annex A to this Attachment.

1. Schedule of Prices for Further Quantities and Optional Extras (OPTIONAL)

Note to drafters: Prior to release of the RFT, drafters are to identify any potential further quantities and optional extras that the Commonwealth would want to include in any resultant Contract (noting that other options may be proposed by tenders). Drafters should refer to the 'Further Quantities" worksheet of the CMV1PW and insert:

1. a brief description of the additional quantities of Supplies and/or optional extras that the Commonwealth may require;
2. if known, the quantity that would be required; and
3. the proposed delivery point (in the comments column).

Drafters should ensure that an appropriate scope for any addition or option is suitably defined; for example, by requesting additional equipment and the associated Support Resources for that additional equipment.

Note to tenderers: Annex B will consist of an amalgamation of the CMV1PW 'Further Quantities’ worksheet for the successful tenderer’s response to TDR C-4, and any negotiated adjustments.

* 1. The Schedule of Further Quantities and Optional Extras for the Contract is detailed in the file: (…INSERT the file name for the 'Further Quantities' tab from the workbook…), and forms Annex B to this Attachment.

1. Australian Contract Expenditure (OPTIONAL)

Note to drafters: This clause should be included when an AIC program will apply to any resultant Contract. Refer to clause 4 of the COC for more details on including an AIC program.

If an AIC program is not required, the clauses below can be deleted and the heading annotated as ‘Not used’.

* 1. Amounts for planned Australian Contract Expenditure (ACE) and planned Imported Contract Expenditure (ICE) are to be determined in accordance with clause 4.1.4 of the COC for the prices in the Price and Delivery Schedule.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Option: For inclusion if the Commonwealth wishes to specify alternate and/or additional deeming rates to those included in the ACE Measurement Rules. If this option is not included then delete the option within TDR C-6). The deeming rates within the ACE Measurement Rules will still apply   * 1. Table B-2 below specifies Subcontract categories, thresholds and ACE and ICE percentages for deeming rates, applicable to the Contract, which are alternate or additional to those listed under paragraph 3 of the ACE Measurement Rules.   Table B-2: Approved Alternate and Additional Deeming Rates   | Nature of cost category / Subcontractor work | Applicable Threshold (GST exclusive) | Deemed ACE and ICE | | | --- | --- | --- | --- | | ACE% | ICE% | | 1. (…INSERT description...) | 1. (…INSERT threshold value...) | 1. (…INSERT %...) | 1. (…INSERT %...) | | 1. (…INSERT description...) | 1. (…INSERT threshold value...) | 1. (…INSERT %...) | 1. (…INSERT %...) | |

Note to tenderers: The Total ACE Value will be based on the successful tenderer’s response to TDR C-6 and any negotiated changes.

* 1. The Total ACE Value for the Contract shall be equal to or greater than (…INSERT $ amount...).

Technical Data and Software Rights SCHEDULE (core)

Note to tenderers: Attachment C defines any restrictions on the TD and Software rights granted under any resultant Contract. Attachment C will consist of an amalgamation of information contained in this draft Attachment C, the successful tenderer's response to TDR C-9 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) |
| 1. *Example:* 2. *C-1-1* | 1. *Contractor* | 1. *Helicopter Landing System* | 1. *Aircraft structural loads and certification data* | 1. *Licences do not include right to grant sublicences for the purpose of a third party upgrading the Helicopter Landing System.* | 1. *This data requires access to competitively sensitive data.* |
| 1. *Example:* 2. *C-1-2* | 1. *Contractor* | 1. *Combat Management System* | 1. *Mission Planning Software* | 1. *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.* | 1. *This data requires access to competitively sensitive data.* |
| 1. *Example:* 2. *C-1-3* | 1. *Contractor* | 1. *Communications System* | 1. *Business Process Manual* | 1. *Licences do not include a right to grant sublicences to use the manual to upgrade the Communications System.* | 1. *Contains competitively sensitive data that are trade secrets which will be disclosed if used to upgrade the Communications System.* |
| 1. *Example:* 2. *C-1-4* | 1. *EW Pty Ltd* | 1. *Combat Management System* | 1. *Electronic Warfare Source Code* | 1. *Licences do not include a right to grant sublicences to develop the Source Code.* | 1. *Contains competitively sensitive data that are trade secrets which will be disclosed if the Source Code is made available for development.* |

SECURITY CLASSIFICATION and categorisation guide (optional)

Note to drafters: A Security Classification and Categorisation Guide (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 Guidelines 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 should insert the Security Classification and Categorisation Guide prior to release of RFT.

CONFIDENTIAL INFORMATION AND REPORTING (CORE)

Note to drafters: Drafters must review their draft Contract 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 Contract, a period specified within the Contract). It should not be for an unlimited period.

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

Confidential Information

| Item | Clause Title | | Reason for classification | Party for whom the information is confidential | Period of confidentiality |
| --- | --- | --- | --- | --- | --- |
| Confidentiality (Contract) | | | | | |
| Conditions of Contract, for example | | | | | |
| 1. Clause 10.6 2. (eg if an amended liability regime) | 1. Liability Caps | | 1. Contains details about liability regime that meets the DoF Confidentiality Test | 1. Commonwealth / Contractor |  |
| 1. Any tailored clauses or any confidential clauses inserted in the contract additional to the template 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. **Attachments to the COC, for example** | | | | | |
| 1. Attachment A- Annex A | 1. Specification 2. (Identify Specific clause/s) | 1. Contains information about how the capability/supplies are to be provided that may compromise the supplier’s commercial interests elsewhere, including competing in future tender processes. | | 1. Commonwealth / 2. Contractor |  |
| 1. Attachment B - Annex A | 1. Price and Delivery Schedule (Identify Specific clause, table or section) | 1. Contains details about commercially sensitive pricing information that is not in the public domain, including information about hourly rates, internal costing, profit margins, or pricing structures. | | 1. Contractor |  |
| 1. Attachment C | 1. TDSR Schedule 2. ***Note that clauses describing how Intellectual Property rights are to be dealt with would not generally be considered to be confidential***. | 1. Contains details about intellectual property regimes including trade secrets and other intellectual property matters where they relate to a potential supplier’s competitive position. | | 1. Insert name of party |  |

GLOSSARY (CORE)

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

Definitions, acronyms and abbreviations that are not used in a draft Contract 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

| Abbreviation | Description |
| --- | --- |
| 1. ABN | 1. Australian Business Number |
| 1. ACE | Australian Contract Expenditure |
| 1. ACN | 1. Australian Company Number |
| 1. ACM | 1. Asbestos Containing Material |
| 1. ADF | 1. Australian Defence Force |
| 1. ADO | 1. Australian Defence Organisation |
| 1. AFD | Application for a Deviation |
| 1. AIC | 1. Australian Industry Capability |
| 1. ANZ | 1. Australia and New Zealand |
| 1. ARBN | 1. Australian Registered Body Number |
| 1. ASD | 1. Australian Signals Directorate |
| 1. ATO | 1. Australian Taxation Office |
| 1. CASG | 1. Capability Acquisition and Sustainment Group |
| 1. CCP | 1. Contract Change Proposal |
| 1. CMCA | 1. Contractor Managed Commonwealth Assets |
| 1. CMV1PW | Complex Materiel Volume 1 Pricing Workbook |
| 1. COC | 1. Conditions of Contract |
| 1. COMSEC | 1. Communications Security |
| 1. COTS | 1. Commercial-Off-The-Shelf |
| 1. CPRs | 1. Commonwealth Procurement Rules July 2022 |
| 1. CSR | 1. Contract Status Report |
| 1. DI ADMINPOL | 1. Defence Instruction Administrative Policy |
| 1. DISP | 1. Defence Industry Security Program |
| 1. DSPF | 1. Defence Security Principles Framework |
| 1. FACPR | 1. Facilities Preparedness Review |
| 1. FI&T | 1. Final Inspection and Test |
| 1. FI&TProcs | 1. Final Inspection and Test Procedures |
| 1. FI&TPs | 1. Final Inspection and Test Plans |
| 1. FI&TR | 1. Final Inspection and Test Reports |
| 1. GST | 1. Australian Goods and Services Tax |
| 1. ICE | 1. Imported Contract Expenditure |
| 1. ILS | 1. Integrated Logistics Support |
| 1. IP | 1. Intellectual Property |
| 1. IPP | 1. Indigenous Procurement Policy |
| 1. JAS-ANZ | 1. Joint Accreditation System for Australia and New Zealand |
| 1. MEC | 1. Multiple Entry Consolidated |
| 1. NATO | 1. North Atlantic Treaty Organisation |
| 1. NDI | 1. Non-Development Item |
| 1. NSN | 1. NATO Stock Number |
| 1. NZBN | 1. New Zealand Business Number |
| 1. OEM | 1. Original Equipment Manufacturer |
| 1. QA | 1. Quality Assurance |
| 1. QMS | 1. Quality Management System |
| 1. PEPPOL | 1. Pan-European Public Procurement On-Line |
| 1. PT PCP | Note to drafters: Include if clauses 11.7.6 to 11.7.10 (regarding PT PCP) are included in the COC.   1. Payment Times Procurement Connected Policy |
| 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 | 1. Small to Medium Enterprise |
| 1. SOW | 1. Statement of Work |
| 1. STR | 1. Statement of Tax Record |
| 1. TD | 1. Technical Data |
| 1. TDRL | 1. Tender Data Requirements List |
| 1. TDSR | Technical Data and Software Rights |
| 1. TNGRR | 1. Training Readiness Review |
| 1. TRR | 1. Test Readiness Review |
| 1. V&V | 1. Verification and Validation |
| 1. WHS | 1. Work Health and Safety |

1. DEFINITIONS

| Term | Status | 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 COC; 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. ACE Value | 1. (Optional) | 1. means the Australian dollar value of ACE. |
| 1. Application for a Deviation | 1. (Core) | 1. means the certificate 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    1. 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.    2. Approval in either case does not constitute Acceptance; and ‘Approve’ and ‘Approved’ have a corresponding meaning. |
| 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. Associated Parties | 1. (Core) | 1. means other entities (including other contractors and Commonwealth organisations) performing activities related to the Supplies, the Capability, or otherwise having a connection with the work performed under 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 Capability or AIC | 1. (Optional) | 1. means the program of activities set out in the Contract to achieve the Government and Defence policies for Australian Industry. |
| 1. Australian Industry Capability Schedule | 1. (Optional) | 1. means the schedule set out at Attachment G. |
| 1. Australian Privacy Principles | 1. (Core) | 1. has the same meaning as in the *Privacy Act 1988* (Cth) |
| 1. Attachment | 1. (Core) | 1. means an Attachment to the Contract. |
| 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 performance of the Contract. |
| 1. Certification | 1. (Core) | 1. means:    1. for the purposes of clause 6 of the SOW, certification by an organisation accredited by the JAS-ANZ, or an equivalent certification body acceptable to the Commonwealth, and 'Certified' has a corresponding meaning; and    2. in relation to the certification of Supplies, the end result of a process which formally examines and documents compliance of Supplies against predefined standards, to the satisfaction of the certificating authority. |
| 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. Codification | 1. (Optional) | 1. means the act of establishing and maintaining item identification and related data under the Defence cataloguing system and/or the national system of another country participating in the NATO codification system. |
| 1. Codification Data | 1. (Optional) | 1. means:    1. for items of Supplies (other than data, services, and IP) not already codified in the NATO Codification System, the engineering drawings, standards, specifications and/or technical documentation required to fully identify the items designated by the Commonwealth to support the equipment covered by the Contract; or    2. for items of Supplies already codified in the NATO Codification System, the details of that codification. |
| 1. Commercial Item | 1. (Core) | 1. means any 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),    3. 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 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 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 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, vessel (including a submarine) or an aircraft. |
| 1. Commonwealth Property | 1. (Core) | 1. means property of any kind 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:    1. any information in the Contract that is identified in Attachment E to the COC; and    2. any other information:       1. that is commercially sensitive (not generally be known or ascertainable); and       2. the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and       3. that was provided with an express or implied understanding that it would remain confidential, 2. but does not include information that:    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. 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 COC (including the Details Schedule), the Attachments including the SOW, and any document expressly incorporated as part of the Contract. |
| 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 specified in Annex A to Attachment B to the COC as the Contract Price. |
| 1. Contractor Default | 1. (Core) | 1. means a Default in relation to the Contract by the Contractor or Contractor Personnel. |
| 1. Contractor Managed Commonwealth Assets 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) | 1. 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) | 1. 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. 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. Correctly Rendered Invoice | 1. (Optional) | Note to drafters: Include if clauses 11.7.6 to 11.7.10 (regarding PT PCP) are included in the COC.   1. for the purposes of clause 11.7.7 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* (extant edition and 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. 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 Purposes | 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. Deviation | 1. (Core) | 1. means written authorisation to depart from the originally specified requirements for a product before its production, granted following 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. document | 1. (Core) | 1. includes each of the following:    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. 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; and    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 performance of the Contract, including provision and use of the Supplies. |
| 1. Final Inspection and Test or FI&T | 1. (Core) | 1. means Final Inspection & Test activities conducted in accordance with clause 5.1 of the SOW. |
| 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. |
| 1. GST Act | 1. (Core) | 1. means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and associated taxation legislation. The expressions “taxable supply” and “tax invoice” also 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 Contract Expenditure or ICE | 1. (Optional) | 1. has the meaning given in paragraph 2.3 of the ACE Measurement Rules. |
| 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 Properties 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, 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) | 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 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. Loss | 1. (Core) | 1. means any liability, loss (including economic loss), damage, compensation, costs and expenses. |
| 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. month | 1. (Core) | 1. means a calendar month. |
| 1. Moral Rights | 1. (Core) | 1. means any of the following:    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-Developmental Item or NDI | 1. (Core) | 1. means material available from a wide variety of sources (including COTS items) that does not require any development effort to meet specific Commonwealth requirements. |
| 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. 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. Personal Information | 1. (Core) | 1. has the same meaning as in the *Privacy Act 1988* (Cth). |
| 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 licenced 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 Audit | 1. (Core) | 1. means a systematic, independent and documented review of a product (a product being the result of a process) 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. 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 11.7.6 to 11.7.10 (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 11.7.6 to 11.7.10 (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 11.7.6 to 11.7.10 (regarding PT PCP) are included in the COC.  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) | Note to drafters: Include if clauses 11.7.6 to 11.7.10 (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) | 1. ***Note to drafters: Include if clauses 11.7.6 to 11.7.10 (regarding PT PCP) are included in the COC.*** 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. Quality | 1. (Core) | 1. means the degree to which a set of inherent characteristics fulfils requirements. |
| 1. Quality Assurance | 1. (Core) | 1. means that part of Quality Management focused on providing confidence that Quality requirements will be fulfilled. |
| 1. Quality Management | 1. (Core) | 1. means coordinated activities to direct and control an organisation with regard to Quality. |
| 1. Quality Management System | 1. (Optional) | 1. means the management system implemented by the Contractor in accordance with clause 6.1 of the SOW for the purposes of Quality Management. |
| 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 11.7.6 to 11.7.10 (regarding PT PCP) are included in the COC.*** 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 11.7.6 to 11.7.10 (regarding PT PCP) are included in the COC.***   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).  1. ‘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. 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. 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 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. Specification | 1. (Core) | 1. for the purposes of Annex A of the SOW, specifies the technical requirements for the Supplies to be provided under the Contract. |
| 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. Statement of Work | 1. (Core) | 1. means the statement of the work at Attachment A to the COC including the annexes to the SOW and any specifications referred to in the SOW. |
| 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 ‘Subcontract’ has a corresponding meaning. |
| 1. Supplies | 1. (Core) | 1. means goods and services required to be supplied under the Contract and includes items acquired in order to be incorporated into the Supplies. 2. A reference to Supplies is also a reference to:    1. each item of Supplies;    2. a component of a system or subsystem comprised of Supplies; and    3. such a system or subsystem itself. |
| 1. Supplies Acceptance Certificate | 1. (Core) | 1. means the certificate in the form of the annex to DID-PM-MGT-SAC or other form agreed between the parties. |
| 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 the principle items of the Supplies, or the Support System, as the case requires. |
| 1. Support System | 1. (Core) | 1. means the sum of the existing support infrastructure (including that of the Commonwealth, the Contractor and its subcontractors) and the additional support elements being generated under the Contract to enable the principle items of the Supplies to be effectively operated and supported so that it can meet its operational requirements. |
| 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. 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. Technical Data and Software Rights Schedule or TDSR Schedule | 1. (Core) | 1. means Attachment C to the COC. |
| 1. Total ACE Value | (Optional) | 1. means the Australian dollar value of ACE as set out at clause 4.3 of Attachment B to the COC. |
| 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. (Core) | 1. means the processes, systems, materials, resources, and services for bringing personnel to the required standard of competency by instruction, practice or other prescribed methodology. |
| 1. Training Equipment | 1. (Core) | 1. means any item of equipment required to perform training. |
| 1. Training Materials | 1. (Core) | 1. means material, not contained in a publication, necessary for a suitably qualified instructor to effectively and efficiently conduct a sequence of Training given to a body of students who meet the defined entry requirements. This material includes lesson scripts, assessment instruments (including recording/tracking tools), Training aids, student précis, exams, mass briefs, sorties, and, if applicable, computer-based training hardware, Software and manuals. |
| 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. Validation | 1. (Core) | 1. means confirmation by examination and provision of objective evidence that the specific intended use or application of a product or service, or aggregation of products and services, is accomplished in an intended usage environment. |
| 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. |
| 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; 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

| Reference | Description |
| --- | --- |
| 1. ADFP 6.0.4 | 1. Electromagnetic Spectrum Management |
| 1. ANP3411-0101 | 1. Naval Materiel Assurance Publication |
| 1. AS/NZS ISO 10005:1995 | 1. Quality Management – Guidelines for Quality Plans |
| 1. AS/NZS ISO 9001:2016 | 1. Quality Management Systems - Requirements |
| 1. AS/NZS ISO 9000:2006 | 1. Quality Management Systems - Fundamentals and Vocabulary |
| 1. ASD S1000D | 1. International Specification for Technical Publications Utilizing a Common Source Database |
|  | 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*) |
|  | 1. Australian Contract Expenditure (ACE) Measurement Rules, as amended from time to time |
| 1. Shadow Economy Procurement Connected Policy | 1. Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement – March 2019. |
|  | 1. Building Defence Capability: A Policy for a Smarter and More Agile Defence Industry Base |
|  | 1. Defence Cost Principles, as amended from time to time |
|  | 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 – July 2022 |
|  | 1. Commonwealth Supplier Code of Conduct, as amended from time to time |
|  | 1. Complaints and Alternative Resolutions Manual |
|  | 1. *Copyright Act 1968* (Cth) |
|  | 1. *Corporations Act 2001* (Cth) |
| 1. DASR | 1. Defence Aviation Safety Regulation |
|  | 1. 2016 Defence Industry Policy Statement, also known as ‘DIPS 2016’ |
|  | 1. 2019 Defence Policy for Industry Participation |
| 1. DEF(AUST) 1000C | 1. Australian Defence Force Packaging, Standard |
| 1. DEF(AUST)CMTD-5085C | 1. Engineering Design Data for Defence Materiel |
| 1. DEF(AUST)5629C | 1. Production of Military Technical Manuals |
|  | 1. Electromagnetic Spectrum Manual |
|  | 1. Defence Work Health and Safety (WHS) Manual |
| 1. DEFLOGMAN Part 2 Volume 5 Section 5 | Item Identification and Recording of Defence Logistics Assets in Support of MILIS |
| 1. DEFLOGMAN Part 2 Volume 5 Section 17 | 1. Stocktaking of Defence Assets and Inventory |
| 1. DI ADMINPOL Annex C, AG4 | 1. Incident Reporting and Management |
| 1. DI ADMINPOL Annex C, AG5 | 1. Conflicts of interest and declarations of interest |
| 1. DI ADMINPOL Annex J, PPL 7 | 1. Required behaviours in Defence |
| 1. DSPF | 1. Defence Security Principles Framework, as amended from time to time |
|  | 1. *Designs Act 2003* (Cth) |
|  | 1. *Environment Protection and Biodiversity Conservation Act 1999* (Cth) |
|  | 1. *Government Procurement (Judicial Review) Act 2018* (Cth) |
| 1. GST Act | 1. *A New Tax System (Goods and Services Tax) Act 1999* (Cth) |
| 1. IEEE Std 1471-2000 | 1. Recommended Practice for Architectural Description of Software-Intensive Systems |
|  | 1. Incident Reporting and Management Manual |
| 1. IPP | 1. *Commonwealth Indigenous Procurement Policy* – December 2020. A copy of the IPP is available from: 2. <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp> |
|  | 1. Integrity Policy |
| 1. ISO 216 | 1. Writing Paper and Certain Classes of Printed Matter – Trimmer Sizes – A and B series |
| 1. LMSM | 1. Land Materiel Safety Manual |
| 1. MIL-STD-961E | 1. Defense and Program-unique Specifications Format and Content |
| 1. MILPERSMAN Part 4 Chapter 1 | 1. ADF alcohol policy |
|  | 1. NATO Standardisation Agreement (STANAG) 4177 |
|  | 1. *Ozone Protection Act 1989* (Cth) |
|  | 1. *Privacy Act 1988* (Cth) |
| 1. STANAG 4177 | 1. Codification of Items of Supply - Uniform System of Data Acquisition |
|  | 1. The United Nations Convention on Contracts for the International Sale of Goods |
| 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 |

AUSTRALIAN INDUSTRY capability (OPTIONAL)

Note to drafters: This Attachment should be used if an AIC program will apply to any resultant Contract. Refer to COC clause 4 for more details on including an AIC program.

If an AIC program is not required, the heading should be retained and ‘(Not used)’ added at the end of the heading. Delete all the clauses below the heading.

1. Australian Industry Capability Schedule

Note to tenderers: Attachment G will consist of an amalgamation of this Attachment, the successful tenderer’s response to Annexes C and E (TDR C and TDR E) to Attachment A to the conditions of tender, and any negotiated changes.

* 1. Australian Industry Capability Schedule
     1. Table G-1 sets out the Australian Industry Capability Schedule.

**(…INSERT the AIC Schedule table and notes…)**